

**IN THE COURT OF DISTRICT MUNSIF, POLUR.**

**TIRUVANNAMALAI DISTRICT.**

Present: **Tmt.B.Salma, B.A., B.L.( Hons)**

District Munsif, Polur.

Wednesday, 15<sup>th</sup> day of April 2026

**ORIGINAL SUIT NO.46/2018**

**CNR.No.TNTM06-000344-2017**

Sasikala

Represented by her power of Attorney agent

Mahalakshmi

..... Plaintiff.

**Vs.**

1. Enayadulla

2. Anarbee

3. Saravanan

4. The Sub Registrar,

Sub Registrar Office, Kalambur

5. The Thasildar,

Taluk Office, Polur, TiruvannaMalai District

6. The Collector,

Collectorate, Tiruvannamalai

.....Defendants.

This suit came up before me for the final hearing on 24.02.2026 in the presence of Thiru.P.Arunkumar, Advocate for the plaintiff and Thiru.K.Loganathan, Advocate for the 2<sup>nd</sup> Defendant and Thiru.A.L.Perumal samy, Government Pleader for the defendants 4 to 6 and the 1<sup>st</sup> and 3<sup>rd</sup> Defendants were set exparte and having heard plaintiff side arguments and upon perusal of records and evidences adduces on plaintiff side and the case having stood over for the consideration till this day, this court deliver the following:

## JUDGMENT

This suit is filed in order to declaring the title of the Plaintiff in respect of 'A' Schedule mentioned property and directing the defendants 1 to 3 to hand over possession to the Plaintiff in respect of 'B' to 'D' suit schedule properties and in non-compliance by the defendants 1 to 3, permitting the plaintiff to take possession of 'B' 'D' schedule mentioned properties through process of this court and to Grant a Permanent injunction against the defendants 1 to 3 and his men restraining them from in any manner for not to alienate or any mode of encumbrance like sale deed, gift deed, mortgage deed, Power deed etc. in respect of 'B' to 'D' schedule mentioned properties to anybody until disposal of this suit and to grant a permanent injunction against the 4<sup>th</sup> defendant and his sub-ordinates restraining them from in any manner for not to registering any mode of documents in respect of 'B' to 'D' schedule mentioned properties and to grant mandatory injunction against the 5<sup>th</sup> defendants to cancel the patta against the defendants 1 to 3 and grant patta to the plaintiff in respect of 'A' schedule mentioned properties and and for cost of the suit.

### **2. The plaint runs as follows:**

(i). The plaintiff submits that the described 'A' schedule mentioned property was originally belonged to one Dharmaraja Chettiyar and his wife Gnanambal who they are Grandfather and Grandmother respectively to the plaintiff's father Subramaniya Chettiyar, Who they are purchased the suit survey number to an extent 0.93 cents out of 1.16 acres by a registered sale deed on 17.09.1970. Both they had been in possession and enjoyment of the same and executed a registered condition vested right gift settlement deed on 21.11.1975 to their Grandson as well as the plaintiff's father to an extent 0.40 cents out of 0.93 cents in the suit survey number. In the above said gift settlement deed condition imposed that the said Plaintiff's father enjoying the above said 0.40 cents without made any encumbrance and said property should be entitled to be born male children of Plaintiff's father.

(ii) The plaintiff submits that a male child born namely Parthasarathy to the Plaintiff's parents Mahalakshmi and Subramaniya Chettiyar. The said Parthasarathy was born in the earth as per conditions of gift settlement deed properties he is became

absolute ownership. The said Parthasarathy was died on 20.12.1990 due to an accident, who he is younger brother of Plaintiff.

iii)The Plaintiff submits that the Plaintiff's mother Mahalakshmi is the only sole legal heir of deceased Parthasarathy as per Hindu Succession Act because she is the only first class legal heir. The Plaintiff's mother Mahalakshmi is only entitled to succeed estate of deceased Parthasarathy particularly in respect of suit property. The Plaintiff's mother is absolute owner of the 'A' schedule mentioned property.

iv) The Plaintiffs father do not have any right or title in respect of suit properties. The Plaintiff's father lead a wayward life and kept concubine and also addict of liquor, further he was settled at suit property village, in this circumstances the plaintiff's father sold 0.10 cents out of 40 cents to one Kuppusamy by a registered sale deed on 10.02.2005. The Plaintiff's mother came to knowledge she issued legal public notice in Daily newspaper of Dinamalar on 20.02.2006 and also issued legal notice to the Plaintiff's father and purchase Kuppusamy on 28.02.2006, both they are received the same. Again the Plaintiff's father sold another 0.10 cents in the suit survey number on 03.11.2005.

v)The Plaintiff submits that to avoid further alienation by Plaintiff's father the plaintiffs mother executed a registered gift settlement deed dated 14.12.2005 infavour of Plaintiff and handed over possession, that is described here under 'A' schedule mentioned property to an extent 0.20 cents out of 40 cents in the suit survey number remaining 20 cents sold by plaintiff's father.

vi)The Plaintiff submits that the Plaintiff's father again illegally sole 0.05 cents to Settu by a registered sale deed dated 13.07.2007, that is described her under 'B' schedule mentioned property the said Settu against executed a registered gift settlement deed dated 19.10.2007 infavour of his son who he is the 1<sup>st</sup> defendant herein. Further, the Plaintiff's father again illegally sold 0.01 cent to the 2<sup>nd</sup> defendant by a registered Sale deed on 28.12.2007, that is described here under 'C' schedule mentioned property. Further, again plaintiff's father executed a registered power of Attorney deed on 18.03.2008 including alienation power to one Murugan, the power of Attorney agent Murugan sole 0.09 cents to one Saravanan on

20.03.2008 by a registered Sale deed who he is the 3<sup>rd</sup> defendant herewith and the 3<sup>rd</sup> defendant purchased property described here under 'D' schedule mentioned property. She demanded the defendants 1 to 3 directly to handed over possession and conveyened Village Panchayat but it was ended in vain. In this circumstances the Plaintiff executed a registered power of Attorney to her mother Mahalakshmi for taking legal steps of defendants 1 to 3 herein. The 'B' to 'D' schedule mentioned properties are absolutely belong to the plaintiff but the defendants 1 to 3 are trying to encumbrance the suit property on 14.02.2011, but the same was thwarted by the Plaintiffs with great difficulties. The Plaintiff submits that the suit properties are cultivable land, The Revenue Department also treated the suit properties as a cultivable land and issued a joint patta No.499. Hence this suit.

**3. The 1<sup>st</sup> defendant was set exparte on 25.04.2011 for non appearance even after paper publication and 3<sup>rd</sup> defendant was set exparte on 25.08.2011 for not filing written statement.**

**4)Brief Averments of the written statement filed by 2<sup>nd</sup> defendant.**

i)The 2<sup>nd</sup> defendant submits that the facts stated in the suit is false, Frivolous and is not sustainable either in law or on fact. The 2<sup>nd</sup> defendant does not admit any of the allegations in the suit except to the extent specifically admitted here under and puts the Plaintiff to strict proof of rest of the allegations. The Plaint filed for grant of interim injunction and not to alienate the 'C' schedule plaint mentioned property in any way as prayed in the circumstances of the case in vexatious and untenable both in law and on facts of the case.

ii)The suit filed by the Plaintiff for declaring the title of the plaintiff in respect of 'C' schedule property as part of 'A' schedule mentioned property and the first defendant handed over possession of the 'B' schedule mentioned property to the Plaintiff and in case of Non-compliance by the defendant permitting the plaintiff to take possession of the said schedule of property through the process of this court and granting permanent injunction against this defendant in any manner for not to alienate or any mode of encumbrance of 'B' schedule mentioned property to any body and

granting mandatory injunction against the 4<sup>th</sup> defendant to cancel patta and along with costs of the suit etc. is not maintainable either in law or on facts.

(iii) The first defendant submits that the averments made in para No.3 of the plaint that 'A' schedule mentioned property was belonged to one said Dharmarajam Chettiar and his wife Gnanambal who they are grandfather and grandmother respectively to the plaintiff's husband namely late Subramaniya Chettiar and they had been in possession and enjoyment of the same and executed a registered settlement deed with condition on 21.11.1975 to their grandson as well as the plaintiff's husband late Subramaniya Chettiar to an extent 0.40 cents out 0.93 cents in the suit survey number. In the said settlement deed condition imposed that the plaintiff's Husband Subramaniya Chettiar enjoying the above said 0.40 cents without any encumbrance and the said property should go to born male children of Subramaniya Chettiar is true but the original document's misplaced is stated in the plaint is false.

(iv) This defendant denies all the allegations and averments mentioned in paras 4 and 5 of the plaint that the Subramaniya Chettiar and his wife the plaintiff begotten a male child named Master Parthasarathy and the said minor was only became an absolute ownership and he was died on 20.12.1990. In which the plaintiff is only entitled to succeed his estate of deceased Parathasarathy in respect of the suit property the plaintiff is absolute owner of the suit property etc., are absolutely false and baseless one. This defendant denies all the allegations and averments mentioned in paras No. 6 and 7 of the plaint that the plaintiff's husband maintaining the suit properties on behalf of the plaintiff and he lead a wayward life kept concubine and also addict of liquor etc., are all false and pointless one. The plaintiff issued a legal notice to this defendant on 28.02.2006 and there was no reply etc., are all false and incorrect.

(v) This defendant denies all the allegations mentioned in para 9 of the plaint that 'B' schedule mentioned property sold to the first defendant on 10.02.2005 is highly illegal document and it is void document it will not bind the plaintiff hence the plaintiff is entitled to take over possession through this Hon'ble Court etc., are all false frivolous vexations and Nonest in the eye of law. This defendant denies the

allegations and averments mentioned in paras 10 to 12 that the suit properties are cultivable land and the defendants 3 to 5 added as necessary parties for further proceedings and this defendant is a stranger and the plaintiff demand directly the oral for hand over possession to the plaintiff. Further not to alienate the property or encumbrance the property etc., are all false and incorrect.

(vi) This defendant submits that the plaintiff has issued notice dated 28.02.2006 with false allegation and this notice was issued by the plaintiff one year after execution of the sale deed dated 10.02.2005 in favour the first defendant and this defendant also given a reply notice dated 29.03.2006 to the plaintiff and it is true that the 'B' schedule mentioned property purchased on 10.02.2005 for a lawful consideration and lawful object. There was no prior notice to that effect issued by the plaintiff. This defendant states that the plaintiff did not mentioned in her legal notice for date of birth and death of her child born to them. The plaintiff's husband K. Subramani and the plaintiff were residing jointly in the same place even at the time of execution of the sale deed dated 10.02.2005 in favour of the first defendant and facts was concealed by the plaintiff.

(vii) The 1<sup>st</sup> defendant submits that the plaintiff's husband K. Subramani had lawfully possessed and peacefully enjoyed the suit property for more than 40 years upto 10.02.2005. This sale was executed by him for his daughters marriage and for family exigent expenses in which the plaintiff has well known the sale deed executed by him. This defendant further states that just at before birth and period of living their minor son Parthasarathy and even after death of their son Parthasarathy on 20.12.1990 the plaintiff's husband was continuously possessed and the enjoying the suit properties of 'B' schedule till 10.02.2005. This defendant is a bonafied purchaser and the sale was executed with lawful consideration and object and this defendant has possessed and enjoying the property of 'B' schedule since 10.02.2005 to till date without any interruption and this defendant constructed a house in the said property and paid house tax up to date and a patta is also issued in favour of him by the Dy. Tashildhar of Polur Taluk.

(viii) This defendant submits that the plaintiff has neither is possession nor enjoying the suit property and she has tried to create troubles to this defendant and started for claiming title to the suit property which was sold by husband to this defendant. The plaintiff has no right, title or any interest in and possession of the suit properties. This defendant states that the sale deed executed by the plaintiff's husband in favour of the first defendant is true and valid and binding on the plaintiff, because the said sale was to knowledge of the plaintiff herein. The plaintiff has no iota of interest or semblance of right or possession of the plaint schedule properties. The time barred notice and other documents under which the plaintiff has been claiming are invented for the purpose of the case. The defendant is a bonafied purchaser for value and he has been in possession and enjoying of the schedule property since 10.02.2005 to till date.

(ix) This first defendant states that the plaintiff's husband was a grandson of Dharmarajam Chettiar and Gnanambal the testator herein and they had executed a settlement deed in favour of their grandson for rights, possession and enjoyment of the suit property and the condition of alienation of suit property would be vested to the grandson's son in which this condition of restraint of alienation is absolute one because in the event of male children may happen to born or unborn. Hence the restraint on transfer by the living grandson by condition absolute is void and Nonest in the eye of law. The Suit is barred by the law of limitation and liable to be dismissed irrespective of the merits of the case. There is no cause of action for the plaintiff of file suit itself. The cause of action alleged are wrong and incorrect. The plaintiff is not entitled for any of the reliefs prayed for. The suit is false, frivolous and vexations grounds malefide.

**5. Brief Averments of the written statement filed by 4<sup>th</sup> defendant and adopted by 5<sup>th</sup> and 6<sup>th</sup> Defendants.**

(i). The defendants submits that the facts stated in the plaint are false and are denied by the defendants and plaintiff is liable to be put to strict proof of his side. The defendants submits that the plaintiff had filed the suit for the relief of not to registered any documents with respect to suit properties is not maintainable and only to cause

revenue loss to the government this present suit is filed, and further submits that the disputes is only between the plaintiff and other defendants D1 to D3 and only to cause revenue loss and to harass the defendants this suit is filed falsely upon the 4<sup>th</sup> defendant and hence this suit is dismissed liable to be dismissed.

**6. On the basis of the assertion and denials made in the suit and upon perusal of the pleadings and documents filed, this court had framed the following issues in original suit on 25.08.2011:**

- 1 Whether the Settlement deed dated 21.11.1975 was true, valid and acted upon?
- 2 Whether the 2<sup>nd</sup> defendant is a bonafide purchaser?
- 3 Whether the suit properties are belonged to the plaintiff?
- 4 Whether the Plaintiff is entitled for the relief of declaration in respect to the suit properties?
- 5 Whether the Plaintiff entitled the relief of Permanent and Mandatory injunction respect to suit properties against the defendants?
- 6 To what are the relief awarded to the plaintiff?

7. On the side of plaintiff, the plaintiff power of Attorney agent Mahalakshmi examined as PW1 and marked Ex.A1 to A13 and hence, there are no other witnesses examined on the side of the plaintiff. The defendants were set exparte and no evidence adduced on the side of the defendants.

8. Heard the learned counsel for the plaintiff. Records perused. This suit is filed to declaring the title of the Plaintiff in respect of 'A' Schedule mentioned property and directing the defendants 1 to 3 to hand over possession to the Plaintiff in respect of 'B' to 'D' suit schedule properties and in non-compliance by the defendants 1 to 3, permitting the plaintiff to take possession of 'B' 'D' schedule mentioned properties through process of this court and to Grant a Permanent injunction against the defendants 1 to 3 and his men restraining them from in any manner for not to alienate or any mode of encumbrance like sale deed, gift deed, mortgage deed, Power deed etc. in respect of 'B' to 'D' schedule mentioned properties to anybody until disposal of this suit and to grant a permanent injunction against the 4<sup>th</sup> defendant and his sub-ordinates restraining them from in any manner

for not to registering any mode of documents in respect of 'B' to 'D' schedule mentioned properties and to grant mandatory injunction against the 5<sup>th</sup> defendants to cancel the patta against the defendants 1 to 3 and grant patta to the plaintiff in respect of 'A' schedule mentioned properties and and for cost of the suit.

9. Now the point of determination is whether the plaintiff is entitled for the suit claim as prayed for?

**10. Point:**

(i). Heard the plaintiff counsel. Records perused. In order to substantiate in the case, the plaintiff's power of attorney agent Mrs. Mahalakshmi examined herself as PW1 and deposed that she is the power of attorney agent of the plaintiff and deposed the contents of the plaint and marked Ex.A1 to Ex.A13. Ex.A1 is the Certified copy of the Sale deed dated 19.07.1970 wherein one Dharmaraj chettiyar and Gnanammal had purchased 0.93 cents in S.No.43/2A in the total extent of 1.16 Acre along with boundaries specified and purchased the same from the legal heirs of Kuttiyappa mudaliyar, and the said Dharmaraj chettiyar and Gnanammal had executed a settlement deed dated 21.11.1975 giving life estate to the favour of their daughter's eldest son Mr. Subramaniya chetti and thereby settled 0.40 cents out of the 0.93 cents purchased in S.No.43/2A to the unborn male child of Subramaniya chetti and the possession was handed over to the Subramaniya Chetti and only possession rights was given to the Subramani chetti and the said certified copy of settlement deed is marked as Ex.A2.

ii) And PW1 deposes that she is the wife of Subramaniya chetti and the male child Parthasarathy was born subramaniyam chettiyar and PW1 and based on Ex.A2, the 0.40 cents in S.No.43/2A was belonging to the male child Parthasarathy from the date of whose birth, and further submits that the said Parthasarathy died on 20.12.1990 and the Parthasarathy is brother of the plaintiff, and the Parthasarathy was of the age of 11 at the time of death, the death certificate of the Parthasarathy is marked as Ex.A3, and further submits that plaintiff's mother i.e. PW1 is the only legal heir of deceased Parthasarathy, and due to the death of parthasarathy the suit A schedule property belongs to the mother of Parthasarathy as the sole legal heir of

deceased Parthasarathy, and further submits that the plaintiff's father is not having any rights to sell the above property and the father of the plaintiff was drunker person having illicit relationship and was living in the suit village, and had sold 0.10 cents out of 0.40 cents in S.No.43/2A in the favour of one Kuppusamy on 10.02.2005 and after knowing the said fact, the plaintiff mother had effected public notice on 20.02.2006, stating that not to purchase the 40 cents in Suit Survey number from the Subramaniya chettiyar, and it was filed in OS 47/2018, and the A schedule property is filed only for 0.20 cents out of 0.40 cents and for the remaining 0.20 cents OS 47/2018 is filed in the present court and legal notice was sent to Subramaniya chettiyar on 28.02.2006 by PW1, and same was received by the Subramaniya chettiyar and Kuppusamy and Ex.A4 is the copy of the legal notice dated 28.02.2006 sent to the Kuppusamy chettiyar (vender of Subramaniya chettiyar with respect to 0.10 cents) and Subramaniya chettiyar.

iii)Ex.A5 is the certified copy of sale deed dated 10.02.2005 wherein 0.10 cents of the 0.40 cents in suit survey number was sold to Kuppusamy chettiyar and Subramaniya chettiyar, and registered in the office of SRO, Kalambur. And further submits that again the Subramaniya chettiyar had sold 0.10 cents in the suit survey number to the 1<sup>st</sup> defendant Enayadulla on 03.11.2005 and Ex.A6 is the certified copy of sale deed dated 03.11.2005 which was sold by the Subramaniya chettiyar to Enayadulla. And against the Kuppusamy and 1<sup>st</sup> defendant, the suit OS 47/2018 is filed and pending. And at the situation in order to prevent the alienation of remaining 0.20 cents, the PW1 had executed a settlement deed in the favour of the plaintiff with respect to the unsold 0.20 cents in the suit survey number to the settlement deed dated 14.12.2005 and the above 0.20 cents is shown as A schedule property, the certified copy as settlement deed marked as Ex.A7, and however the plaintiff's father Subramaniya chettiyar had sold the B schedule property which is 0.05 cents out of 0.40 cents in suit survey number on 13.07.2007 in the favour of one Settu, and the said settu had executed a settlement deed dated 19.10.2007 in the favour of his son Enayadulla (1<sup>st</sup> defendant) which is marked as Ex.A8.

iv)And further the father of the plaintiff's Subramaniya chettiyar had sold 0.01 cents out of 0.40 cents (C schedule property) in the favour of 2<sup>nd</sup> defendant on 28.12.2007 and the certified copy of the sale deed is marked as Ex.A9. And further deposes that the plaintiff's father had executed a power of attorney to one Murugan on 18.03.2008, and the said power of attorney agent had sold the D schedule property measuring 0.09 cents out of 0.40 cents to 3<sup>rd</sup> defendant on 20.03.2008 which is marked as Ex.A10. And further PW1 deposes that even after conduction panchayats the defendants 1 to 3 had refused to handover the possession of B to D schedule property to the plaintiff, and therefore the plaintiff without any option left, had executed a power of attorney dated 22.03.2010 in the favour of his mother (PW1) through a registered power of attorney deed dated 22.03.2010 registered in the document no.685/2010 in the office of SRO, Vellore. Inorder to take legal action against the defendants for the 0.20 cents in the suit survey number (A schedule property)

v)And further deposes that the sale deeds through which B to D schedule property does not bind the plaintiff, and therefore the plaintiff is entitled for the possession and further submits that suit properties are agriculture land and joint patta is issued in the favour of defendants 1 to 3 which is not maintainable, and further submits that Ex.A12 is the copy of patta no.499 for this S.No.43/2A1A1 in the name of Kala, Narasimma udayar, Subramaniyan and Vinayagam and Ex.A13 is the copy of the FM sketch for the suit S.No.43/2A and therefore PW1 deposes that based on the above documents, the present suit may be decreed.

vi)It is seen that, there is no other plaintiff side witness examined and hence plaintiff side evidence was closed. And the defendants were set exparte for not cross examine PW1 and hence there is no defendants side evidence.

vii)It is seen that, on perusal of the oral and documentary evidences, it is seen that as per Ex.A1 0.93 cents in Suit S.No.43/2A where purchased by the grandparents of Subramaniya chettiyar and later the grandparents of Subramaniya chettiyar had executed a settlement deed dated 21.11.1975 (Ex.A2) wherein out of the 0.93 cents, 0.40 cents was settled in the favour of unborn male children of Subramaniya chettiyar

and thereby giving possessionary rights to the Subramaniya chettiyar without giving any rights of alienation to the Subramaniya chettiyar. And it is seen that the male child born to Subramaniya chettiyar namely Parthasarathy had died in the age of 11 on 20.12.1990 which is established from Ex.A3 death certificate, and further it is seen that meanwhile the said Subramaniya chettiyar had gone against the covenant of Ex.A2 and sold 0.10 cents in out of 0.40 cents to one Kuppusamy on 10.02.2005 which is marked as Ex.A5. And further another 10 cents was sold to the 1<sup>st</sup> defendant to Ex.A6. And further it is seen that at this situation being the legal heir of deceased Parthasarathy the PW1 (mother of Parthasarathy) had settled the remaining 0.20 cents in the favour of the plaintiff through settlement deed Ex.A7 in order to prevent the alienation by the Subramaniya chettiyar, however the Subramaniya chettiyar had not stopped the alienation and continued to alienate the remaining 0.20 cents by settling 0.05 cents (B schedule property) to one Settu and the Settu had settled the B schedule property in the favour of his son 1<sup>st</sup> defendant (which is marked as Ex.A8 settlement deed) and further the Subramaniya chettiyar had alienated 0.01 cents to the 2<sup>nd</sup> defendant through Ex.A9 and further also alienated the D schedule property in the favour of the 3<sup>rd</sup> defendant through his power of attorney agent which is marked as Ex.A10. It is seen that the plaintiff had marked Ex.A11 which is the power of attorney deed executed in the favour of PW1 by the plaintiff in order to take legal action against 0.20 cents which was settled by PW1 in the favour of his daughter plaintiff.

viii) Thus, it is seen that on the basis of the above discussion, the Subramaniya chettiyar had not followed the conditions laid down in Ex.A2 settlement deed as he was having rights to enjoy the property and not to alienate the property and therefore in view of the same and based on the Ex.A7 settlement deed wherein the legal heir of Subramaniya chettiyar's deceased male child Parthasarathy namely Mahalakshmi (PW1) had settled the 0.20 cents in S.No.43/2A in the favour of the plaintiff, and the defendants also did not give any contra evidence on their sides and therefore based on the Ex.A7 and other oral and documentary evidence, this court is of opinion that, the plaintiff is entitled to the 0.20 cents in S.No.43/2A (A schedule property) and

therefore the plaintiff is entitled for the declaration of title over the A schedule property and for possession of the A schedule property from the defendants 1 to 3, and also for permanent injunction against defendants 1 to 3, 4<sup>th</sup> defendant and 5<sup>th</sup> defendant as prayed for. This point is decided in the favour of plaintiff.

**11. In the result, the suit is decreed as follows,**

**i) Declaring the title of the plaintiff with respect to A schedule property and directing the defendants 1 to 3 to handover the possession of the B to D schedule properties to the plaintiff within one month from the date of judgment, in default, the plaintiff is entitled to the possession of B to D schedule properties through the process of Court.**

**ii) Granting a Permanent injunction against the defendants 1 to 3 and his men restraining them from in any manner for not to alienate or any mode of encumbrance like sale deed, gift deed, mortgage deed, Power deed etc. in respect of 'B' to 'D' schedule mentioned properties to anybody until the plaintiff had taken the possession of the said properties.**

**iii) Granting a permanent injunction against the 4<sup>th</sup> defendant and his subordinates restraining them from in any manner not to register any documents with respect to B to D schedule properties until the plaintiff takes the possession of the said properties.**

**iv) Granting mandatory injunction against the 5<sup>th</sup> defendant to cancel the patta issued in the favour defendants 1 to 3 and to grant patta in the favour of the plaintiff with respect to A schedule property.**

**v) And directing the defendants 1 to 3 to pay the cost of the suit, to the plaintiff.**

*This judgment was dictated directly to the Typist by me, typed into the computer by her, corrected by me, and pronounced to the open court today the 15<sup>th</sup> day of April 2026.*

District Munsif,  
Polur.

**Plaintiff side Witness :**

1. PW1 - Mahalakshmi ( power of attorney agent of the plaintiff )

**Plaintiff side Documents :**

Ex.A1	19.07.1970	Certified copy of the Sale deed
Ex.A2	21.11.1979	Certified copy of Gift deed in favour of Plaintiff father Subramaniya chettiyar
Ex.A3	20.12.1990	Death Certificate of Parthasarathy
Ex.A4	28.02.2006	copy of the legal notice sent to the Kuppusamy chettiyar
Ex.A5	10.02.2005	Certified copy of Sale deed
Ex.A6	03.11.2005	Certified copy of Sale deed
Ex.A7	14.12.2005	Original Gift settlement deed
Ex.A8	19.10.2007	Gift settlement deed
Ex.A9	28.12.2007	Certified copy of Sale deed
Ex.A10	20.03.2008	Certified copy of Sale deed
Ex.A11	22.03.2010	Power of Attorney
Ex.A12	-	copy of patta no.499 for this S.No.43/2A1A1 in the name of Kala, Narasimma udayar, Subramaniyan and Vinayagam
Ex.A13	-	FM sketch for the suit S.No.43/2A

**Defendants side witnesses and documents: Nil**

District Munsif,  
Polur.

