

IN THE COURT OF THE DISTRICT MUNSIF, ARNI.

PRESENT: Miss. D.V. Koperundevi, B.com., L.L.B., (Hons)

DISTRICT MUNSIF

DISTRICT MUNSIF COURT, ARNI.

Monday the 30th day of March 2026.

Original Suit No. 210/2013.

1.K.S.Sivakumaran

2.Sudha Sivakumaran

...Plaintiffs

/VS/

1.G.Ramalingam

2.Indian Bank

Rep. by Chief Manager/Authorized Officer

Circle Office, Vellore

3.G.Rajendiran

4.The sub-Registrar, Arni

5.K.V.Meenakshisundaram

...Defendants

Original Suit No.50/2019.

1.K.S.Sivakumaran

2.Sudha Sivakumaran

...Plaintiff

/VS/

1.G.Ramalingam

2.G.Rajendran

3.K.V.Meenakshi Sundram

4.The Sub-Registrar

...Defendants

This suit is coming on 26.03.2026 for a final hearing before me in the presence of Thiru. M.S.Sankara Pandiyan, learned counsel for the plaintiffs, and Thiru. M.Sivakumaran, learned counsel for the 5th defendant, the 1st and the 3rd defendants were called absent and set exparte on 27.06.2023, and the 2nd defendant was called absent and set exparte on 30.11.2015, and the 4th defendant was called absent and set exparte on 14.12.2015, in O.S. No.210/2013, and Thiru. M.S.Sankarpandiyan, learned counsel for the plaintiffs, and Thiru. M.Sivakumaran, learned counsel for the 3rd defendant, and the 1st and the 2nd defendants were called absent set exparte on 23.10.2021 and 20.06.2019, and Thiru. G.Aristatil, Government Pleader, learned counsel for the 4th defendant, in O.S. No.50/2019, and upon perusing the case records and arguments and having stood over for consideration till this day, and this Court delivered the following:

COMMON JUDGMENT

O.S. No.210/2013

Suit for declaration of plaintiff's title over the suit land and permanent injunction restraining the defendants from interfering with the plaintiff's peaceful possession and enjoyment of the suit lands, and from restraining the defendants 1 and 3 and 5, their men, agents and persons claiming through them from in any manner alienating or encumbering the suit lands, and costs of the suit.

O.S. No.50/2019

Suit for declaration, to null and void the sale deed registered in Document No. 262 of 2018 dated 19.1.2018 executed by the 2nd defendant to the 3rd defendant and registering the same on the file of the 4th defendant, and mandatory injunction directing the 3rd defendant not to further alienation or changes or alterations over the suit property without getting leave from this Hon'ble Court, and costs of the suit.

I. The averments in the plaint in O.S. 210/2013:

1. The plaintiffs state that they are the absolute owners of suit properties viz., agricultural dry lands measuring 0.10.5 hectares in S.No. 129/3A and 0.13.5 hectares in AS.No.129/3B1, Mullipatti Village, Arni Taluk, Tiruvannamalai District as the 1st plaintiff purchased the 1st item of the suit properties in and by a registered sale deed dated 24.10.1990 and the 2nd plaintiff purchased the 2nd item of the suit properties in and by a registered sale deed dated 31.01.1991. The plaintiff states that they have been in possession and enjoyment of the suit properties from the date of their purchase by raising commercial crops such as Groundnut etc., and paying kist to the Government. The plaintiff states that patta, chitta and adangal with respect to the said lands stand in their names respectively.
2. The plaintiffs state that they borrowed money for their business from Indian Bank, Arni Branch, Arni, by mortgaging their said agricultural lands. The plaintiffs state that the Chief Manager/ Authorized Officer, Indian Bank, Circle Office, Vellore, Vellore District, in order to realize the loan amount, brought the said mortgaged lands for sale in public auction under the

Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002. The plaintiffs state that the 1st defendant participated in the auction and he has been declared as the highest bidder. However, the 2nd respondent bank cancelled the auction on the ground that the bid amount is very low. The plaintiffs state that the 1st defendant challenged the said cancellation before the Hon'ble High Court, Madras by way of filing writ petition. The plaintiff state while the said writ petition was pending, the 1st defendant negotiated with the 2nd defendant bank and offered further amount in addition to the bid amount and requested the 2nd defendant to sell the said lands to him. The plaintiffs state since the 2nd defendant accepted the offer of the 1st defendant and sell the said lands to him for a very low amount, they have impleaded themselves in the said writ petition in order to oppose the compromise between the defendants 1 and 2 herein. The plaintiffs state since the value of the land increased steeply, they have opposed the move of the 2nd defendant to sell their lands to the 1st defendant for a very low price. Thereafter, the 2nd defendant, represented by the then Circle Manager Mr. G.S.B.Baskara Rao, came forward to give No Due Certificate if the plaintiffs give no objection for the sale. The plaintiffs state that they accepted the offer given by the then Circle Manager of the 2nd defendant bank and signed the memo of compromise filed in the said writ petition and the said writ petition was closed by filing the said compromise.

3. The plaintiffs state that the 2nd defendant did not issue no due certificate to them with respect to their loan account despite repeated requests and reminders. The plaintiffs state that in the meantime the 2nd defendant

executed the sale deed dated 05.12.2007 in favour of the 1st defendant and sold the said lands belong to them and mortgaged by them, under Section 13 of Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 r/w. Rule 12 of The Security Interest (Enforcement) Rule 2002. The plaintiffs state that the defendants 1 and 2 colluded together and played fraud and cheated the plaintiffs.

4. The plaintiff state that the sale of the said lands by the 2nd defendant in favour of the 1st defendant is void ab initio and non est in law as the said lands are agricultural lands and the 2nd defendant had no authority ro power to sell the said lands mortgaged by the plaintiffs, as aper the provisions of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 as the provisions of the said Act are not applicable to agricultural lands as per Section 31(i) of the said Act. The plaintiffs state since the 2nd defendant executed the said sale deed dated 05.12.2007 in favour of the 1st defendant and the right and title of the plaintiffs over the said lands have not been divested. The plaintiffs state that the 1st defendant subsequently settled a portion of the suit lands in favour of the 3rd defendant as per the registered settlement deed dated 22.03.2013 (Doc. No. 2366/2013). The plaintiffs state since the sale deed infavour of the 1st defendant itself is a void one and conveyed no title, the said settlement deed executed by him infavour of the 3rd defendant is also a void document and conveyed no title to the 3rd defendant. The plaintiffs state since the said sale deed and settlement deed, they need not seek any relief to set aside the said documents.

5. The plaintiffs state that they continue to be the absolute owners of the said lands and their right and title over the said lands have not been divested in the manner known to law. The plaintiffs state even after the said void sale deed executed by the 2nd defendant in favour of the 1st defendant with respect to the said lands, their names find place in the revenue records, such as patta, chitta an adangal. The plaintiffs state that they have been in actual physical possession and enjoyment of the said lands in their own right.
6. The plaintiffs state that the 1st defendant manipulated the revenue records and inserted his name discreetly with the help of the Revenue Official and the 1st plaintiff filed Criminal complaint in C.C. No. 82 of 2013 before the Judicial Magistrate Court, Arni, against the 1st defendant and the Revenue officials for the offences under Section 420, 468, 471, 482 and 506(ii) of I.P.C, and the said criminal case is pending enquiry.
7. The plaintiffs state on the basis of the void sale deed obtained from the 2nd defendant and the manipulated revenue records, the 1st defendant, claiming as the owner of the said lands, attempting to interfere with the plaintiff's possession and enjoyment of the said lands. In fact, the 1st defendant with the help of his henchmen, attempted to trespass into the said lands last week, and the plaintiffs and their supporters thwarted the said attempt. The plaintiffs state that the defendants 1 and 3 have been negotiating with the local real estate men to sell the said lands to third parties on the basis of the void documents in the circumstances, the plaintiffs are filing the present suit for declaration of their title over the suit lands, for permanent injunction restraining the defendants 1 and 3 and 5 from interfering with their

possession and enjoyment of the suit lands, and for permanent injunction restraining the defendants 1 and 3 and 5 from alienating or encumbering the suit lands.

8. The cause of action for the present suit arose at Mullipet Village Arni Taluk, Tiruvannamalai District on 24.10.1990 and 31.10.1991 when the plaintiffs purchased the suit lands and the possession was handed over to them, during the year 1991 when the plaintiffs created equitable mortgage, on 08.09.2005 when the 2nd defendant brought the suit lands for sale in public auction, during March 2007 when the 2nd defendant promised to give no due certificate and obtained no objection from the plaintiffs and subsequently failed to give no due certificate, on 05.12.2007 when the 2nd defendant executed the sale deed in favour of the 1st defendant, during March 2001 when the 1st defendant fabricated and manipulated the revenue records and included his name in the revenue records, on 12.09.2012 when the 1st plaintiff filed criminal case in C.C. No. 82 of 2013 on the file of Judicial Magistrate Court, Arni, during the last week when the defendants 1 and 3 and 5 attempted to trespass into the suit lands and negotiated with the 3rd parties to sell the suit lands and on the subsequent days.

- a. During the pendency of the suit, the petitioners filed I.A. 254/2014 for impleading the 4th defendant for effective and proper adjudication. The court allowed the application on 27.11.2014 and the 4th defendant is added as party for knowing the case the pendency of the suit.
- b. During the pendency of the suit the petitioners filed I.A.64/2018 for impleading the 5th defendant or effective and proper adjudication. The

Hon'ble court allowed the application on 10.07.2018. The 5th defendant purchased the property during the pendency of the suit on 19.01.2018. So he is added as a party to the suit.

II. The Averments in the Written Statement filed by the 1st and 3rd defendants in O.S. 210/2013:

1. The suit is a highly vexatious one, untenable in law and unsustainable on the facts.
2. These defendants strictly deny all the allegations contained in the plaint save those that are specifically admitted herein. The plaintiffs are put to strict proof of each and every allegation contained in the plaint.
3. The allegations contained in para 1 of the plaint are all false and incorrect. The plaintiffs are put to strict proof of the same.
4. The allegation that the plaintiffs are the absolute owners of the agricultural lands measuring 0.10.5 Hectares in S.No. 129/3A and 0.13.5 Hectares in S.No. 129/3B1, Mullipattu Village, Arni Taluk is absolutely false and incorrect. The plaintiffs are put proof of the same. The suit properties are not agricultural lands as alleged by the plaintiff. The averment that the first plaintiff had purchased the first item of the property under registered sale deed dated:24.10.1990 and the second plaintiff had purchased the 2nd item of the suit property under a registered sale deed dated:31.01.1991, are true. Excepting that, the other allegations contained in para 1 of the plaint are all false and incorrect. The further allegation that the plaintiffs were in possession and enjoyment of the suit properties by raising commercial crops such as Groundnut are all absolutely false and incorrect. The plaintiffs are

put to strict proof of the same. The suit properties are not the agricultural lands as alleged by the plaintiffs. The suit properties are the vacant site. The plaintiffs herein have purchased the suit properties as vacant site only. The sale deeds dated 24.10.1990 and 31.01.1991 clearly reveals that the suit properties as the vacant-site. So, the allegation that the suit properties are the agricultural lands are all absolutely false and incorrect. The further allegation that the patta, Chitta and adangal with respect to the suit properties are standing in the names of the plaintiffs are all absolutely false and incorrect. The plaintiffs are put to strict proof of the same.

5. The averment contained in para 2 of the plaint that the plaintiffs have borrowed money for their business from Indian Bank, Arni is true. The other allegations that the plaintiffs have mortgaged their agricultural lands to the said Indian is absolutely false and incorrect. The plaintiffs are put to strict proof of the same. The suit properties are not agricultural lands as alleged by the plaintiffs. The averment that the Authority Officer / Chief Manager of Indian Bank, Circle Office, Vellore, had brought the suit properties for sale in a public auction under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, in order to realize the loan amount advanced to the plaintiffs are true. The further averment that the first defendant had participated in the said auction and he was declared as the highest bidder are also absolutely true. The further averment that the second defendant had cancelled the auction on the ground that the bid amount is very low is also true. The further averment that the first defendant herein had challenged the said cancellation before Hon'ble High Court of Judicature by

way of filing Writ Petition is also true. The further allegation that during the pendency of the said writ petition, the first defendant had negotiated with the second defendant and offered further amount in addition to the bid amount and requested him to sell the lands to the first defendant is absolutely false and incorrect. The further allegation that the second defendant had accepted the offer of the first defendant and agreed to sell the said lands to the first defendant for a very low amount is also absolutely false and incorrect. The allegation that one Baskara Rao the then Circle Manager of Indian Bank came forward to give no due certificate if the plaintiff give no objection for sale are all absolutely false and incorrect. The further allegation that the plaintiffs have accepted the offer of the said Baskara Rao, the then Circle Manager of the Second defendant and have signed the joint compromise memo is absolutely false and incorrect. The plaintiffs are put to strict proof of the same.

6. These defendants state that the plaintiffs have obtained loan from Indian Bank, Arni and have created an equitable mortgage with regard to the suit properties. Since the plaintiffs have failed to discharge the said loan amounts to the Indian Bank, Arni, they have took possession of the suit properties after adopting all the procedural formalities contemplated under "SARFAESI ACT". After taking possession of the suit properties, the second defendant herein had published for an auction, and the reserve price was fixed at Rs.8,10,000/-. The first defendant herein had participated in the said auction and had submitted the tender. The first defendant was the highest bidder and the bid amount was Rs.8,20,000/-. The first defendant had also

paid the bid amount in triplets as per the terms and condition of the bank, and he was expecting that the second defendant would execute the sale deed with regard to the suit properties, whereas the second defendant had cancelled the said sale for the reasons best known to him. So the first defendant had filed a writ petition W.P.31785/2005 before the High Court of Judicature, Chennai, against the second defendant to execute the sale deed with regard to the suit properties. The plaintiffs herein got themselves impleaded in the said W.P.31785/2005 and have contested the said W.P.31785/2005. During the pendency of the said W.P.31785/2005, compromise was arrived by the first defendant herein, the second defendant and the plaintiff and the sale price has been enhanced to Rs.17,00,000/- from Rs.8,20,000/-. The plaintiffs have accepted the said compromise. A joint compromise memo duly signed by the plaintiffs herein and the first and second defendants herein was recorded in W.P.31785/2005, and the said W.P.31785/2005 was closed accordingly. As per the joint compromise memo filed in W.P.31785/2005 the second defendant had executed a sale deed on 05.12.2007 in favour of the first defendant with regard to the suit properties and had delivered the same to the first defendant. The plaintiffs herein have conceived an ill idea and have filed a review petition in W.P.31785/2005 to set aside the joint compromise memo filed in the said W.P.31785/2005, and it was rejected in favour of the first defendant herein. Thereafter, the plaintiffs have filed a writ petition W.P.3926/2008 against the second defendant herein seeking "No Due Certificate" from the second defendant herein. The said W.P.3926/2008 was dismissed on 14.03.2008

against the plaintiffs herein. The plaintiffs herein have suppressed the disposal of the W.P.31785/2005 and W.P.3926/2008 and have filed the above suit in a vexatious manner. The plaintiffs herein have given a clear and categorical undertaking in the joint compromise memo filed in W.P.31785/2005 that they won't challenge the sale deed executed by the second defendant in favour of the first defendant with regard to the suit properties. Whereas the plaintiffs herein have filed the above suit in a vexatious manner, and their act is totally against the undertaking given by them in the W.P.31785/2005, and it amounts to contempt of court orders. The plaintiffs have no semblance of right title, interest or possession over the suit properties as they have consented to the joint compromise memo filed in W.P.31785/2005. It is most improper on the part of the defendants. The plaintiffs have no manner of right to attack or challenge the sale deed dated: 05.12.2007 standing in favour of the first defendant with regard to the suit properties.

7. The allegations contained in para 3 of the plaint that the defendants 1 & 2 have played fraud and cheated the plaintiffs are all absolutely false and incorrect. The plaintiffs are put to strict proof of the same.
8. The allegations contained in para 4 of the plaint that the sale of the suit properties by the second defendant in favour of the first defendant is void ab initio and non-est in law, as the said lands are agricultural lands are all absolutely false and incorrect. The further allegation that the second defendant has no authority or power to sell the lands mortgaged by the plaintiffs as per the provisions of "SARFAESI ACT" of 2002, and the said

"SARFAESI ACT" of 2002 is not applicable to agricultural lands, are all absolutely false and incorrect. The plaintiffs are put to strict proof of the same. The further allegation that the sale deed dated:05.12.2007 executed by the second defendant, who has no authority or power, the said sale deed dated: 05.12.2007 had conveyed no title to the first defendant, are all absolutely false and incorrect. The plaintiffs are put to strict proof of the same. These defendants state that the suit properties are not agricultural lands as alleged by the plaintiffs. The sale deeds dated: 24.10.1990 and 31.01.1991, standing in favour of the plaintiffs, will clearly go to show that the suit properties are vacant site only. So, the plaintiffs have no right to challenge the purchase of suit properties by the first defendant from the second defendant under "SARFAESI ACT". The averment contained in para 4 of the plaint that the first defendant had settled a portion of the suit properties to the third defendant under a registered settlement deed dated 22.03.2013 is true. The allegation that the settlement deed executed by the first defendant in favour of the third defendant is a void document and it had not conveyed any title to the third defendant are all absolutely false and incorrect. The plaintiffs are put to strict proof of the same. The further allegation that the sale deed dated:05.12.2007 and the settlement deed dated:22.03.2013 are void and non-est in law the plaintiffs need not seek any relief to set aside the same are all false and incorrect. The plaintiffs are put to strict proof of the same. As the plaintiffs themselves gave consent for the sale made by the second defendant in favour of the first defendant under a joint compromise memo filed in W.P.31785/2005, the plaintiffs are bound

by the sale deed dated: 05.12.2007, standing in favour of the first defendant. So, the allegation that the plaintiffs need not seek any relief to set aside the sale deed dated:05.12.2007 and the settlement deed dated:22.03.2013 is absolutely false. favour

9. The allegations contained in para 5 of the plaint that the plaintiffs continue to be the absolute owners of the suit properties and their right and title to the said properties have not been divested in the manner known to law are all absolutely false and incorrect. The plaintiffs are put to strict proof of the same. The allegation that all the revenue records such as patta, chitta and adangal for suit properties stands in favour of the plaintiffs, even after the sale deed executed by the second defendant in favour of the first defendant, are all absolutely false and incorrect. The further allegation that the plaintiffs have been in actual possession and enjoyment of the suit properties in their own rights are all absolutely false and incorrect. The plaintiffs are put to strict proof the same.
10. The allegations contained in para 6 of the plaint that the first defendant had manipulated the revenue records and inserted his name discreetly with the help of the revenue officials are all absolutely false and incorrect. The plaintiffs are put to strict proof of the same. The first plaintiff has filed a false criminal case C.C.No.82/2013 before the Judicial Magistrate Court, Arni against the first defendant herein and the revenue officials for the offences under section 420, 468, 471, 482 and 506(ii) of I.P.C., with an ill-intention to harass the first defendant. The first defendant is contesting the said criminal case C.C.82/2013.

11. The allegations contained in para 7 of the plaint that the first defendant is attempting to interfere with the plaintiffs possession and enjoyment of the suit lands are all absolutely false and incorrect. The further allegation that the first defendant with the help of his henchmen have attempted to trespass into the suit properties and the plaintiffs have thwarted the said attempt are absolutely false and incorrect. The further allegation that these defendants have been negotiating with the local real estate man to sell the suit properties are all absolutely false and incorrect. The plaintiffs are put to strict proof of the same. Since, these defendants are the absolute owners of the suit properties and are in absolute possession and enjoyment of the same, there is no need or necessity for them to trespass into the suit properties.
12. These defendants state that immediately after the purchase of the suit properties, he had applied for the patta transfer. After adopting all the procedural formalities, the patta for the suit properties were transferred in the name of the first defendant. So, the plaintiffs have no right to challenge the patta transfer for the suit properties standing in favour of the first defendant.
13. The allegations contained in paras 8 and 9 of the plaint are all absolutely false and incorrect. The plaintiffs are put to strict proof of the same.
14. The plaintiffs herein have sent a false legal notice on 04.06.2011 for which the first defendant had sent a fitting reply on 08.07.2011 and had sent a copy of the said reply notice to various revenue officials. The plaintiffs herein have preferred a false criminal complaint against the first defendant under land grabbing charges. So, the first defendant had sent a legal notice on

03.08.2011 to the plaintiffs and various police officials. The plaintiffs were in receipt of the said legal notice dated: 03.08.2011 and they have not replied the same. The plaintiffs have suppressed the W.P.31785/2005 and W.P.3926/2008 and the exchange of the aforesaid legal notices and thereby suppressed the material facts. So by way of filing the above suit, the plaintiffs have abused the process of law. The plaintiffs have not approached this Hon'ble Court with clean hands.

15.The suit is not valued for the purpose of court-fee and jurisdiction. The plaintiffs ought to value the suit on the basis of market value of the suit properties, as the suit properties are vacant site.

16.There is no cause of action for the suit. The cause of action pleaded in the suit is false and incorrect. The suit is bad for misjoinder of cause of action.

17.The suit is absolutely barred by Law of Limitation.

18.The above suit is abusing the process of law.

III. The Averments in the Written Statement filed by the 5th defendant in O.S. 210/2013:

1. This suit for declaration of title and also for permanent injunction restraining the defendants from interfering with the plaintiffs' peaceful possession and enjoyment of the suit properties and also for permanent injunction restraining the defendants 1,3 and 5 from alienating or encumbering the suit properties is not sustainable either in law or on facts.

2. This defendant denies all the averments contained in the plaint save those that are specifically admitted herein. The plaintiff is put to strict proof of each and every allegations of the plaint.
3. This defendant is adopting the written statement filed by the 1st defendant in the above suit in so far as that are not repugnant to the contention of this defendant.
4. This defendant admits that the suit properties were originally owned by the plaintiffs. It is not agricultural lands as mentioned in the plaint. It is only a house plot. It was purchased and enjoyed by the plaintiffs as house plots only. The averments to the contra in the plaint is false and denied. The allegation in the plaint that the plaintiffs used to cultivate commercial crops such as groundnuts etc., in the suit properties is false. The suit property is a vacant house plot and it is abutting the Arni-Polur Road. Previously the patta, Chitta and Adangal for the suit property stood in the name of the plaintiffs. After the sales of the suit property, it is not in the name of the plaintiffs. At the time of purchase itself, the plaintiffs have purchased the suit properties as house plots only. Now wantonly with an ulterior motive, the plaintiffs are alleging that the suit properties are agricultural lands. Infact the plaintiffs are estopped from contending that the suit properties are agricultural lands.
5. The averments in the plaint that the plaintiffs have mortgaged the suit properties as agricultural lands to Indian Bank, Arni Branch and availed a loan for business purpose is false. The suit properties were mortgaged to Indian Bank, Arni Branch by the plaintiffs as house site property only. The

averments to the contra in the plaint is false. The plaintiffs have defaulted in the payment of loan amount to Indian Bank. Hence the bank have taken steps to auction the schedule property under SARFAESI ACT. In the said public auction, the 1st defendant participated and was declared as the highest bidder. The allegation in the plaint that the said auction was cancelled by the 2nd defendant on the ground that bid amount was low is not correct. The further averment that the first defendant herein had challenged the said cancellation before Hon'ble High Court of Judicature by way of filing Writ Petition is also true. The further allegation that during the pendency of the said writ petition, the first defendant had negotiated with the second defendant and offered further amount in addition to the bid amount and requested him to sell the lands to the first defendant is absolutely false and incorrect. The further allegation that the second defendant had accepted the offer of the first defendant and agreed to sell the said lands to the first defendant for a very low amount is also absolutely false and incorrect. The allegation that one Baskara Rao, then Circle Manager of Indian Bank, came forward to give no due certificate, if the plaintiff give no objection for sale are all absolutely false and incorrect. The further allegation that the plaintiffs have accepted the offer of the said Baskara Rao, then Circle Manager of the second defendant bank and have signed the joint compromise memo is absolutely false and incorrect. The plaintiffs are put to strict proof of the same.

6. This defendant state that the plaintiffs have obtained loan from Indian Bank, Arni and have created an equitable mortgage with regard to the suit

properties. Since the plaintiffs have failed to discharge the said loan amounts to the Indian Bank, Arni, they have taken possession of the suit properties after adopting all the procedural formalities contemplated under "SARFAESI ACT". After taking possession of the suit properties, the 2nd defendant herein had published for an auction and the reserve price of the suit properties was fixed at Rs.8,10,000/-. The 1st defendant herein had participated in the said auction and had submitted the tender. The first defendant was the highest bidder and the bid amount was Rs.8,20,000/-. The 1st defendant had also paid the bid amount in driplets as per the terms and condition of the bank and the 1st defendant was expecting that the 2nd defendant would execute the sale deed with regard to the suit properties. Whereas the 2nd defendant had cancelled the said sale for the reasons best known to him so the 1st defendant had filed a writ petition W.P.31785/2005 before the Hon'ble High Court of judicature, Chennai, against the 2nd defendant to execute the sale deed with regard to the suit properties. The plaintiffs herein got themselves impleaded in the said W.P.31785/2005 and have contested the said W.P.31785/2005. During the pendency of the said W.P.31785/2005, a compromise was arrived by the 1st defendant, the 2nd defendant and the plaintiffs. As per the said compromise, the sale price of the suit properties was increased from Rs.8,20,000/- to Rs. 17,00,000/-. The plaintiffs have accepted the said compromise. A joint compromise memo duly signed by the plaintiffs herein and the defendants 1 and 2 was recorded in W.P.31785/2005 and the said W.P.No.31785/2005 was closed accordingly. In pursuance of the said joint compromise memo filed in

W.P.31785/2005, the 2nd defendant had executed a sale deed dated 05.12.2007 in favour of the 1st defendant with regard to the suit properties and also delivered possession of the suit properties to the 1st defendant. The plaintiffs herein have conceived a wrongful idea and wanted to get some wrongful gain. With that motive, the plaintiffs herein have filed a review petition in W.P.No.31785/2005 to set aside the joint compromise memo filed in the said case. The said review petition was rejected by the Hon'ble High court. Thereafter the plaintiffs have filed Writ petition W.P.3926/2008 against the 2nd defendant herein seeking "No Due Certificate" from the 2nd defendant, with regard to the loan availed by him. The said W.P.No.3926/2008 is dismissed on 14.03.2008. The plaintiffs herein have completely suppressed the disposal of W.P.No.31785/2005 and W.P.No.3926/2008 and has come forward with this vexatious suit. The plaintiffs herein has given a clear and categorical undertaking in the joint compromise memo filed in W.P.No.31785/2005 that they won't challenge the sale deed to be executed by the 2nd defendant in favour of the 1st defendant with regard to the suit property. Now the plaintiffs have filed this suit in a vexatious manner and there act is totally against the undertaking given by them in W.P.No.31785/2005 and it amount to contempt of Court order. The plaintiffs have no manner of right, title, interest and possession over the suit properties. The plaintiffs have no manner of right to attack or challenge the sale deed dated 05.12.2007 in favour of the 1st defendant with regard to the suit properties.

7. The allegations contained in para 3 of the plaint that the defendants 1 and 2 have claimed fraud and cheated the plaintiffs are absolutely false and incorrect. The plaintiffs are put to strict proof of the same. The 1st plaintiff is an educated men and is practicing an Auditor in Income Tax Department. Hence, the allegation that the plaintiffs were cheated cannot be true.
8. The allegation contained in the para 4 of the plaint that the sale of the suit properties by the 2nd defendant in favour of the 1st defendant is void abinitio and non-est in law, as the said lands are agricultural lands is absolutely false and incorrect. The further allegation that the 2nd defendant has no authority are power to sell the suit properties mortgaged by the plaintiffs under SARFAESI ACT 2002 and the said act is not applicable to the suit properties, as they are agricultural lands, is false and incorrect. The suit properties are not agricultural lands as alleged by the plaintiffs. The sale deeds dated 24.10.1990 and 31.01.1991 standing in the name of the plaintiffs will clearly go to show that the suit properties are vacant plots only. Hence the plaintiffs now cannot say anything against the content of their own documents. The suit properties were always house site property only.
9. This defendant submits that the 1st defendant had settled a portion of the suit properties to the 3rd defendant by way of a registered settlement deed dated 22.03.2013. The said settlement was accepted and acted upon. There was also delivery of possession. The averment in plaint that the document in favour of the 3rd defendant is a void document and it will not convey any title to the 3rd defendant are all absolutely false and incorrect. The plaintiffs themselves have consented for the sale of the suit properties by the 2nd

defendant in favour of the 1st defendant in High Court Madras in W.P.No.31785/2005 by way of submitting joint compromise memo. The plaintiffs are bound by the same. The plaintiffs have not taken any steps to cancel the findings given in W.P.No.31785/2005. Hence the sale deed dated 05.12.2007 executed by the 2nd defendant in favour of the 1st defendant is a valid document and it is binding on the plaintiffs.

10. The averments in the para of the plaint that the plaintiffs continue to be the absolute owners of the suit properties and their right, title have not been divested in the manner known to law are all false and incorrect. It is also absolutely false to state that after the said sale deed dated 05.12.2007, the patta and other revenue records continued to be in the name of the plaintiffs. It is also equally false to state that the plaintiffs are in possession and enjoyment of the suit properties.
11. The allegation in para 6 of the plaint that the 1st defendant have manipulated the revenue records and inserted his name with the help of revenue officials are false and incorrect. The 1st plaintiff has filed Criminal case C.C.82/2013 before the Judicial Magistrate, Arni against the 1st defendant herein and the revenue officials. It is a false and vexatious complaint. Infact the said criminal case C.C.No.82/2013 was quashed by High Court of Judicature, Madras as a vexatious one.
12. The allegation in the plaint para 7 that the 1st defendant is attempting to be interfere with the plaintiffs possession and enjoyment of the suit properties are all false and incorrect. The plaintiffs were never in possession of the suit properties after the bank have taken possession of the same under

SARFAESI ACT. After purchase the 1st defendant took possession of the suit properties from the bank. So the question of the 1st defendant encroaching or trespassing over the suit properties does not arise at all. The averments to the contra in the plaint is false.

13. This defendant submits that immediately after purchase, the 1st defendant had applied for patta transfer. After adopting all the procedural formalities, the patta for the suit property was transferred in the name of the 1st defendant. After the execution of the settlement deed with regard to part of the suit properties by the 1st defendant in favour of the 3rd defendant, the 3rd defendant had got sub division and patta transfer over the properties got by him under the registered settlement deed. The plaintiffs have concealed several allegations and has filed the suit with the malafide intention. The plaintiffs have not come with clean hands. On this ground alone the suit of the plaintiffs as to be dismissed.

14. This defendant submits that the suit properties are classified as house plots and was approved by the Panchayat as House plots. The 1st defendant after purchase from the 2nd defendant had settled an extent of 7,142 ½ Sq.feet in favour of his brother 3rd defendant by a registered settlement deed dated 22.03.2013. The said settlement was accepted and acted upon. There was also delivery of possession. Thereafter the 3rd defendant got sub division and patta transfer with regard to the said extent of 7,142 1½ Sq.feet. Patta No.9123 was in the name of Rajendiran under sub division No.129/3A2B, Patta No.9125 under sub division No. 129/3B2, Patta No.9126 under sub division No. 129/3B3, Patta No.9127 under sub division No. 129/3B4, Patta

No.9128 under sub division No.129/3B5, Patta No.9129 under sub division No.129/3B6, Patta No.9130 under sub division No. 129/3B7. Thus the said G.Rajendiran had sub divided his properties into 7 house plots. They are plot No.15 to 20. From the said G.Rajendiran, this defendant had purchased the said 7 plots by a registered sale deed dated 19.01.2018. Thereafter this defendant got possession of the said properties on the same day. Further this defendant had applied to the revenue authorities for sub division and patta transfer. Accordingly the said properties belonged to this defendant and it comes under patta No.9482 in the name of this defendant. Infact after purchase, this defendant had put up an iron mesh compound wall with stone pillars around the properties and as also installed an iron gate. Thus the properties purchased by this defendant is in absolute possession and enjoyment of this defendant. When the plaintiffs are not in possession of the suit properties, they have no manner of right to seek an injunction order. The plaintiffs have no title over the suit properties.

15.The plaintiffs further submit that the plaintiffs have also filed the suit O.S.No.92/2018 on the file of this Hon'ble Court against this defendant seeking permanent injunction. The said suit was dismissed as withdrawn on 07.09.2020. Again the plaintiffs have filed another suit against this defendant on the file of this Hon'ble Court in O.S.No.50/2019 seeking permanent injunction relief. The suit of the plaintiffs are hit under Order 2 Rule 2 CPC and also barred by the Law of Res Judicata.

16. The plaintiffs are misusing the process of Court. There is no merit or bonafide in this of the plaintiffs. It is highly vexatious in nature. There is no cause of action for the suit and alleged one is baseless.

17. It is therefore prayed that this Hon'ble court may be pleased to dismiss the suit with the cost of this defendant and pass such other order or orders as this Hon'ble court may deem fit and proper under the circumstances.

IV. The Averments in the Additional Written Statement filed by the 1st and 3rd defendants in O.S. 210/2013:

1. The suit is highly vexatious one, untenable in law and unsustainable on the facts.
2. The original written statement filed by these defendants may be read as part and parcel of this additional written statement.
3. Without prejudice to the original written statement filed by these defendants, they are adding the following additional written statement.
4. These defendants strictly deny all the allegations contained in the plaint, save those that are specifically admitted herein. The plaintiffs are put to strict proof of each and every allegations contained in the plaint.
5. The allegation contained in Para 8 (A) of the plaint is absolutely false and incorrect. The plaint is absolutely bald in nature with regard to the fourth defendant, since, no relief is claimed as against the fourth defendant. The fourth defendant is neither a proper party nor a necessary party. Hence, the above suit is absolutely bad for mis-joinder of unnecessary parties. The fourth defendant is a Government Statutory Body. Hence, under law 80 C.P.C., notice is necessary, before instituting a suit against a

Government Body the plaintiffs have not issued any statutory and mandatory legal notice under Sec 80 of C.P.C, before impleading, the fourth defendants in the above suit. Hence, the above suit is absolutely bad, for non issuance of mandatory and statutory legal notice under sec 80 of C.P.C Hence, the above suit is liable to rejected " IN LIMINE"

6. It is a settled legal proposition that no Govt. officer shall be restricted from discharging his official duty. Hence the above suit against the fourth defendant, restraining him to discharge his official duty is absolutely not maintainable.
7. The suit is devoid of merits.
8. Only in order to harass these defendants, the plaintiffs herein have filed the above suit in a vexations manner.

V. The averments in the plaint in O.S. 50/2019:

1. It is submitted that the plaintiffs are the absolute owner of lands measuring at 0.10.5 hectares comprised in Survey Number 129/3A2 and 0.113.5 hectares comprised in Survey No. 129 /38, situated at Mullipattu Village, Arni Taluk, Thiruvannamalai District respectively.
2. It is submitted that the 1st defendant has purchased, in violation of Section 31(i) of the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act. Hence the plaintiff filed O.S.No.210 of 2013 before this Hon'ble Court against all the defendants as well as the Indian Bank vellore for declaration of their title over the said agricultural lands for permanent injunction restraining the defendant 1 and 2 from interfering with their possession and enjoyment of the said

agricultural lands and for permanent injunction restraining the defendants 1 and 2 from alienating or encumbering the suit agricultural land.

3. It is submitted that the 1st and 2nd defendants entered their appearance and filed vakalat and later the 3rd defendant was impleaded on 29.4.2014 vide I.A. No.252 of 2014 in the said suit which is pending before this Hon'ble Court.
4. It is submitted that the suit is pending before this Hon'ble Court the defendants 1 to 2 have been negotiating with the third party for further sale and the real estate brokers to sell the said suit agricultural lands which amount to prima facie action of alienation. It is well settled law that when the contentious issue in the suit in respect of the ownership and possession of the property is in question, no one should propose for further alienation without seeking leave of the Court as mandatorily required by Section 52 of the Transfer of Property Act. In the instant case, when the civil suit is pending before this Hon'ble Court, the defendants number 1 to 2 shall not alienate or encumber the said suit agricultural lands without getting specific permission from the Court.
5. It is submitted that there was specific request to the defendant number 4 to register the sale deeds and other documents with respect to the said suit agricultural lands and it seems that the 4th defendant have accepted the request made by the defendants number 1 to 3 which attracts the provision of Section 52 of the Transfer of property Act.

6. It is submitted that as stated above, the 4th defendant had entered the same as Document No.25 of 2015 regarding the pendency of the suit, while being so, the 2nd and 3rd defendants enriched the 4th defendant to suppress and to collude with entry of another document in the same Document No. 25 of 2015 which reflects in the Encumbrance Certificate. Hence, it is illegal and highhandedness and also against the bureaucratic principle and also extraneous motive is behind the defendant's.
7. It is submitted that Section 52 of the Transfer of Property Act deals as follows:- “ During the pendency in any court authority 3/4[within the limits of India, excluding the State of having Jammu and Kashmir) Government or established beyond such limits] by the Central Government of any suit or proceedings which is not collusive and in which any right to immovable property is directly and specifically in question, the property cannot be transferred or otherwise dealt with by any party to the suit or proceeding so as to affect the rights of any other party thereto under the authority of which may be made therein, except under the authority of the court and on such terms as it may impose.”
8. It is submitted that for the purposes of this section, it is crystal clear that the pendency of a suit or proceeding shall be deemed to commence from the date of the presentation of the plaint or the institution of the proceeding in a court of competent jurisdiction, and to continue until the suit or proceeding has been disposed of by a final decree or order and complete satisfaction or discharge of such decree or order has been obtained, or has become unobtainable by reason of the expiration of any

period of limitation prescribed for the execution thereof by any law for the time being in force.

9. It is submitted that as stated supra, there is specific bar to transfer the suit property or otherwise dealt with the suit property by any of the parties to the suit as per the said Section 52 of the Transfer of Property Act. Besides, the 4th defendant is also one of the party to the said suit who shall not register any documents with respect to the said suit agricultural lands.
10. It is submitted that while so, the 2nd defendant has executed a sale deed in respect of the said agricultural lands with the 3rd defendant on 19.1.2018 and the same was registered as vide Document No 262 of 2018 on the file of the 4th defendant herein. Having colluded with the 3rd defendant only in order to create convoluted over the property and vortex to the multiplication of proceedings.
11. It is submitted that the plaintiffs have lodged a criminal complaint with the Superintendent of Police, Thiruvannmalai on 02.02.2018 to take criminal action against the defendants. On due diligence, the Police authority issued an Information Notice vide No.121/ALGSC/TVM/2018 dated 16.7.2018 whereby it was observed that the defendants are barred under Section 52 of the Transfer of Property unless they obtained the prior permission from the Civil Court and inability to take criminal prosecution since the matter is to be agitated before the Court where the

similar issue is pending and also the plaintiffs are to get remedy since the doctrine of lis pendens applies.

12.It is further submitted that in the pending the suit in respect of the suit agricultural lands, the transferee is not entitled as of rights of the plaintiffs is infringed. The collusion between the 2nd and the 3rd defendants are manifestly elucidated.

13.It is submitted that the plaintiffs caused legal notice on 6.3.2019 to the defendants all the defendants were served the said notice. The plaintiffs complied with Statutory Notice Under Section 80 (1) of The Code Of Civil Procedure addressed to the 4th Defendant. Mere the 3rd defendant has given a reply dated 23.3.2019 wherein he has categorically admitted that he is contesting the case and got every right to deal with the property whereas Section 52 of the Transfer of property Act prohibits transfer or otherwise dealing with the suit property during the pendency of the suit.

14.It is evidently crystal clear that the intention of 3rd defendant to proposed action of sale despite he has been contesting the case and further without permission of this Hon'ble Court in Pending Lis Pendens, which is recalcitrant act on the part of 3rd defendant and it is necessarily to grant injunction not to further alienation over the property in dispute in order to prevent the aberration of justice.

15.It is further that there are various judgments and precedents ululated the violation of Doctrine of lis pendens which would be serious prejudice to

the parties to the litigant. The Hon'ble Supreme Court in Nagubai Ammal Vs B.Sharma Rao, AIR 1956 SC 593 para 12 as follows:

"The plea of lis pendence is permissible to be raised even though the point is not taken in the pleadings or raised as an issue. This being the position, the prayer for amendment of the plaint is not necessary as the real question of controversy between the parties is with regard to the title over the suit property

16.Alterations and changes made to the suit property during pendency of the suit will be hit by the principle of lis pendens. Section 52 of the Transfer of Property Act, 1862 prohibits transfer or otherwise dealing with suit property during pendency of the suit so as to affect the rights of any parties"

17.It is submitted that the defendants have strenuously made an attempt and succeeded in creating the documents as such the execution and subsequent further alienation and the same has to be thwarted by the plaintiffs. Hence, the plaintiffs have no other option but to file this suit.

18.It is submitted that the cause of action arose in the year 2013 when the suit O.S. No. 210 of 2013 was filed before this Hon'ble Court and on 2.2.2018 when the plaintiffs lodged a criminal complaint with the superintendent of Police, Thiruvannamalai and on 16.7.2018, when the police have replied upon duly investigated and on 6.3.2019 when the legal notice was issued to the defendants and on 23.3.2019 when the 3rd defendant issued a reply wherein he has vehemently stated that he would

deal with the property despite pending suit and the same falls within the this Hon'ble Court.

VI. The Averments in the Written Statement filed by the 3rd defendant in O.S. 50/2019:

1. This suit for declaration that the sale deed dated 19.01.2018 registered as document number 262 of 2018 executed by the 2nd defendant in favour of this defendant which was registered by the 4th defendant as null and void and also for a mandatory injunction directing the 3rd defendant not to further alienate or changes or alteration over the suit property without getting leave from this Hon'ble court is not sustainable either in law or on facts.
2. This defendant denies all the averments contained in the plaint save those that are specifically admitted herein. The plaintiffs are put to strict proof of each and every allegations of the plaint.
3. This defendant at the outset denies that the suit properties are agricultural lands. It is house plots. Long long ago, the suit property ceased the characteristics of agricultural lands. Just to mislead this Hon'ble court, the plaintiffs have alleged that the suit properties are agricultural lands.
4. This defendant stoutly denies the allegation that the 1st defendant had purchased the suit properties in violation of section 31(i) of Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act. It is true that the plaintiffs have filed the suit OS NO.210 of 2013 on the file of this Hon'ble court and in the said suit this defendant is

being impleaded by the plaintiffs. The said suit OS NO.210 of 2013 is a false and vexatious suit. This defendant is not yet impleaded as party in the suit. As soon as this defendant is impleaded as party, this defendant will file a detailed written statement in the said suit. The allegation that the defendants 1 and 2 are negotiating the 3rd parties for further sale and the real estate brokers to sell the suit property is false.

5. The defendant submit that the plaintiffs have no manner of right whatsoever over the suit properties. Their right over the suit properties were lost as soon the sale deed dated 05.12.2007 was executed by the Authorized Officer, Indian Bank, Circle office, Vellore in favour of the 1st defendant G.Ramalingam. The said sale was executed as per the settlement arrived between the plaintiff, 1st defendant and Indian Bank in High Court, Madras. Hence the plaintiffs are estopped from attacking the said sale deed. Further the plaintiffs have not objected for the said sale deed for nearly 6 years. Only in the year 2013, the suit OS NO. 210 of 2013 was filed. Hence the suit OS NO.210 of 2013 itself is barred under Law of Limitation.
6. This defendant submits that the allegation in the plaint that the ownership and the possession of the property in the suit OS NO.210 of 2013 is in contention is the sell serving statement of the plaintiffs. Section 52 of the Transfer of the property Act will not apply to the facts of this case. The suit filed by the plaintiffs itself is a vexatious suit. Hence the plaintiffs have no right to seek the remedy of injunction not to alienate the suit property, that too without the specific permission of this Hon'ble court.

The 4th defendant is the registering authority and he has got every power to register the documents which are presented for registration. Only when there is a specific court order against the 4th defendant, the registration of the document can be stopped. In para 8 of the plaint, the plaintiffs say that there is an entry made by the Sub Registrar as document number 25 of 2015 regarding to pendency of the suit. This defendant is not aware of the said entry made by the 4th defendant. In any event mere entry by the 4th defendant alleging pendency of the suit will not prevent the 4th defendant from registering any document with regard to the said property. There is no court order restraining the 4th defendant from registering any document. Hence the purchase made by this defendant from the 2nd defendant by a registered sale deed dated 19.01.2018 and registered as document number 262 of 2018 is perfectly valid document. It cannot be attacked by the plaintiffs in any manner. As mentioned earlier. Sec 52 of Transfer or property act will not apply to the facts of this case. The quoting of section 52 of Transfer of property act in para 9 of the plaint is out of context. The averments contained in para 10 and 11 of the plaint are false and denied. As mentioned earlier that the validity of the sale deed in favor of this defendant is subject to the result of the suit OS NO.210 of 2013.

7. This defendant submits that when the suit OS NO.210 of 2013 is pending, the plaintiffs ought to have sought any remedy in that suit only. Filing of a separate suit namely OS 50 of 2019 is barred under Order 2 Rule 2 CPC. On this ground alone, the suit of the plaintiffs have to be dismissed.

The averments contained in para 12 of the plaint is false. There is no collusion between the defendants 3 and 4 as alleged in the plaint. The 4th defendant has carried his duty as per rules and regulations. It is only the plaintiffs who are indulging in multiplicity of proceedings.

8. This defendant stoutly denies the allegation contained in para 13 and 14 of the plaint. The criminal complaint given by the plaintiffs before the Superintendent of Police, Tiruvannamalai was thrown out as vexatious one. Further the plaintiffs were also advised not to give such kind of frivolous complaints. There is no collusion between the defendants 2 and 3. This defendant is a bonafide purchaser for value without notice.
9. This defendant submits that the plaintiffs have got no semblance of right over the suit property. The suit itself is a highly false and vexatious suit. Hence the plaintiffs cannot ask for an injunction against this defendant. This defendant has got every right to alienate the properties. The legal position mentioned in para 17 of the plaint will not apply to the fact of this case. The plaintiffs are attempting to misuse the legal process. The suit itself is liable to be rejected as frivolous one.
10. This defendant submits that the description of property in the schedule of the plaint is very vague and misleading. The boundaries are not given correctly. Further the properties of this defendant is sub divided as Punja survey number 129/3A2B, 129/3B2, 129/3B3, 129/3B4, 129/3B5, 129/3B6 and 129/3B7 comprised in patt No.9482, altogether it is seven house plots. Now this defendant has put up a stone pillar and iron mesh

compound wall over the entire properties and also put up a gate of 6 feet wide and the property is in the exclusive possession and enjoyment of this defendant.

11. This defendant submits that the suit properties were purchased by the plaintiffs as vacant site only and not as agricultural land. The sale deed dated 24.10.1990 in the name of the 1st plaintiff and the sale deed dated 31.01.1991 in favour of the 2nd plaintiff will clearly reveal that the suit properties are vacant house site only. The plaintiffs have secured the suit properties and other properties to Indian Bank, Arni as house sites only and not as agricultural lands.
12. This defendant submits that the plaintiffs have obtained loan from Indian Bank Arni and have created an equitable mortgage with regard to the suit property with larger extent. Since the plaintiffs have failed to discharge the said loan amount to Indian Bank, Arni, they have taken possession of the suit properties after adopting all the procedure and formalities contemplated under SARFAESI Act. After taking possession of the suit property with larger extent, the Indian Bank, Arni had published for an auction of the said properties and the reserve price was fixed at Rs.8,10,000/-. The 1st defendant herein had participated in the said auction and has submitted the tender. The 1st defendant was the highest bidder and the bid amount was Rs.8,20,000/-. The first defendant had also paid the bid amount in dribbles as per the terms and conditions of the bank and the 1st defendant was expecting that the Indian Bank will execute the sale deed with regard to the said properties, which includes the suit

properties also. But suddenly the Indian Bank had cancelled the said auction sale for the reasons best known to them. Hence the first defendant had filed a writ petition WP No.31785 of 2005 before the High Court of Judicature, Chennai against Indian Bank to execute the sale deed with regard to the said properties. In the said writ petition, the plaintiffs herein have got themselves impleaded and the said writ petition WP NO.31785 of 2005 was contested by the plaintiffs. During the pendency of the said WP NO.31785 of 2005, a compromise was arrived by the 1st defendant, Indian Bank and the plaintiffs. As per the said compromise, the sale price of the property was enhanced to Rs. 17,00,000/- from Rs.8,20,000/- The said compromise was accepted by the plaintiffs. A joint compromise memo duly signed by the plaintiffs herein, the 1st defendant and Indian Bank was recorded in WP NO.31785 of 2005 and accordingly the said petition was closed. As per the joint compromise memo filed in WP No.31785 of 2005, the Indian Bank had executed a sale deed on 05.12.2007 in favour of the first defendant with regard to the suit properties and other properties and have delivered possession of the same to the first defendant. The plaintiffs herein have conceived an ill idea and have filed a review petition in WP No. 31785 of 2005 to set aside the joint compromise memo filed in the said WP No.31785 of 2005 and it was rejected in favour of the first defendant herein. Thereafter the plaintiffs have filed a writ petition WP No 3926 of 2008 against the Indian Bank, Arni herein seeking " No Due Certificate" from Indian Bank. The said WP No.3926 of 2008 was dismissed on 14.03.2008

against the plaintiffs herein. The plaintiffs herein have suppressed the disposal of the WP NO.31785 of 2005 and WP No.3926 of 2008 and have filed the suit OS NO.210 of 2013 in a vexatious manner on the file of this Hon'ble court. The plaintiffs herein have given a clear and categorical undertaking in the joint compromise memo filed in WP NO. 31785 of 2005 that they would not challenge the sale deed executed by the Indian Bank in favour of the first defendant with regard to the said properties. Whereas the herein have filed the above suit and the suit OS NO.210 of 2013 in a vexatious manner and their act is totally against the undertaking given by them in WP No.31785 of 2005 and it amounts to contempt of court orders. The plaintiffs have no semblance on title, interest or possession over the suit properties as they have the joint compromise memo filed in WP NO.31785 of 2005. It is most improper on the part for the plaintiffs. The plaintiffs have no manner of right to attack or challenge the sale deed dated 05.12.2007 standing in favour of the 1st defendant and the sale deed dated 19.01.2018 in favour of this defendant with regard to the suit properties.

13.This defendant submits that the 1st defendant had settled the suit properties in favour of his brother, the 2nd defendant herein by a registered settlement deed dated 23.03.2013. In pursuance of the said settlement deed, the 2nd defendant took possession of the suit properties and was enjoying the same in his own right as absolute owner. There was also sub division and patta transfer in the name of the 2nd defendant.

14. This defendant further submits that the plaintiffs have filed CC NO.82 of 2013 on the file of Judicial Magistrate Court, Arni against the defendants 1 and 2 and the revenue officials under section 420, 468, 471, 482 and 506 part-II of IPC attacking the Transfer of patta in the name of the 1st defendant. The said private criminal complaint namely CC NO.82 of 2013 was also quashed by the Hon'ble High Court Madras.
15. This defendant submits that the plaintiffs have suppressed WP NO.31785 of 2005 and the WP NO.3926 of 2008 and the quashing of criminal complaint CC NO.92 of 2013 on the file of Judicial Magistrate, Arni by High Court, Madras and come forward with this case. This is a clear case of misusing the process of court. The plaintiffs have not come with clean hands.
16. This defendant further submits that the plaintiffs have filed various petitions in High Court, Madras and also in Debts Recovery Tribunal and also Debts Recovery Appellate Tribunal. All the petitions filed by the plaintiffs in those courts were dismissed. The plaintiffs have concealed all those facts and have come forward with this vexatious suit. The plaintiffs are misusing the process of court.
17. This defendant submits that the suit filed by the plaintiffs is highly vexatious and frivolous. This defendant is unnecessarily dragged in to this Hon'ble court. Hence the suit of the plaintiffs have to be dismissed with compensatory cost of Rs. 10,000/- under section 35(A) of CPC. This defendant had also filed CMP NO.7997 of 2018 in. High Court, Madras

challenging the maintainability of the suit OS NO.210 of 2013 on the file of District Munsif Court at Arni. It is pending in High Court.

18. This defendant submits that there is not merit or bonafide in the suit, it is highly vexatious in nature. There is no cause of action for this suit and the alleged one is baseless.

19. It is therefore prayed that this Hon'ble court may be pleased to dismiss the suit with the cost and compensatory cost of this defendant and pass such other order or orders as this Hon'ble court may deem fit and proper under the circumstances

VII. The Averments in the Written Statement filed by the 4th defendant in O.S. 50/2019:

1. This suit for declaration that the sale deed dated 19.01.2018 registered as document number 262 of 2018 executed by the 2nd defendant in favour of 3rd defendant which was registered by this defendant as null and void and also for a mandatory injunction directing the 3rd defendant not to further alienate or changes or alteration over the suit property without getting leave from this Hon'ble court is not sustainable either in law or on facts.
2. This defendant denies all the averments contained in the plaint save those that are specifically admitted herein. The plaintiffs are put to strict proof of each and every allegations of the plaint.

3. This defendant submits that the reading of the plaint go to show that the dispute is between the plaintiffs and the defendant 1 to 3 only. There is no specific allegation against this defendant. There is also relief sought against this defendant. Hence this defendant is an unnecessary party to this suit. This suit against this defendant has to be dismissed in limini.
4. There is no merit or bonafide in the suit. It is highly vexatious. This defendant is unnecessarily dragged in the suit. There is no cause of action pleaded against this defendant.
5. It is therefore prayed that this Hon'ble court may be pleased to dismiss the suit with the cost of this defendant and pass such other order or orders as this Hon'ble court may deem fit and proper under the circumstances.

VIII. On perusal of both sides' pleadings, this court, on 12.01.2016, in O.S. 210/2013, framed the following issues:

- (i) Whether the sale deed dated 05.12.2007 executed by 2nd defendant in favour of the 1st defendant under section 13 of SARFASI Act is valid and Non-est in law?
- (ii) Whether the settlement deed dated 22.03.2013 executed by 1st defendant in favour of 3rd defendant is valid or not?
- (iii) Whether the plaintiff are entitled to the relief of Declaration title over the suit properties or not?
- (iv) Whether the plaintiff are entitled to relief of possession injunction as prayed for or not?
- (v) To what other relief entitled by the plaintiff ?

IX. On perusal of both sides' pleadings, this court, on 05.10.2021, in O.S. 210/2013 framed the following additional issues:

- (i) Whether the suit of plaintiff is barred under order II Rule 2 of CPC?
- (ii) Whether the suit of plaintiff is barred under Res judicature?

X. On perusal of both sides' pleadings, this court on 07.02.2023, in O.S. 50/2019, framed the following issues:

- (i) Whether the suit properties are Agricultural land or house plots?
- (ii) Whether there is compromise order in WP No.3178/2005 between plaintiffs and Indian Bank?
- (iii) Whether the suit is barred by Order II Rule 2 of CPC?
- (iv) Whether the plaintiffs are entitled for the relief of Declaration of null and void in respect of sale deed bearing registration D.No. 262 of 2018 dated 19.01.2018 as prayed for?
- (v) Whether the plaintiffs are entitled for the relief of mandatory injunction as prayed for?
- (vi) To what other relief ?

XI. Oral and Documentary Evidence of both parties:

1. After framing of issues, the parties were directed to lead their oral as well as documentary evidence in support of their respective versions.
2. On the plaintiffs' side, witnesses are examined as follows: the 1st plaintiff Sivakumaran was examined as P.W. 1, and one Babu (Block Divisional Officer, West Arni) was examined as P.W.2, and one Settu (Deputy Zonal Tahsildar, West Arni) was examined as P.W.3 and the Exhibits were marked as Ex. A1 to Ex. A39.

3. On the defendant's side, witnesses are examined as follows: the 5th Defendant, Meenakshi Sundaram, was examined as D.W.1, and one Dhamodharan was examined as D.W.2 respectively, and the Exhibits were marked as Ex. B1 to Ex. B22.

XII. DISCUSSION:

I heard Oral submissions made by the learned counsel for both sides. Records have been perused.

There was a common trial and witnesses and documents were produced in O.S.No.210/2013. The plaintiffs in O.S.No. 210/2013 have filed the suit for decalaration. The defendants 1 to 4 were set exparte, and the contesting the defendant was the 5th Defendant in O.S. No.210/2013. The plaintiffs have filed the suit for declaration of title in O.S.No.50/2019 against the defendants in O.S.No.210/2013. For convenient understanding, the plaintiffs and defendants in O.S.No. 210/2013 are referred hereunder since the trial was conducted in O.S.No.210/2013.

Written Arguments filed by the plaintiffs:

1. The plaintiffs have instituted the present suit seeking a declaration that the suit properties absolutely belong to them and for consequential permanent injunction restraining the defendants, their agents, or anyone claiming through them from interfering with the plaintiffs' peaceful possession and enjoyment of the suit properties or from alienating the same to third parties. The plaintiffs contend that they are the lawful

owners and possessors of the suit properties and that the defendants have created documents without acquiring any valid right, title, or possession.

2. According to the plaintiffs, the first plaintiff purchased the first item of the suit property under a registered sale deed dated 24.10.1990, and the second plaintiff purchased the second item under a registered sale deed dated 25.10.1990. Ever since their respective purchases, the plaintiffs have been cultivating and enjoying the lands as agricultural properties, paying kist and other revenue taxes, and the revenue records including patta and adangal have continuously stood in their names. The plaintiffs assert that the properties are agricultural lands classified as “punjai” lands in revenue records and were treated as such by all government authorities.
3. The plaintiffs further submit that they had mortgaged the suit properties with the second defendant bank by depositing title deeds and executing a mortgage document. Due to financial difficulties, repayment of the loan was delayed, following which the bank initiated proceedings under Section 13 of the SARFAESI Act and brought the properties to auction. The first defendant participated in the auction and emerged as the successful bidder; however, since the bid amount was allegedly low, the bank cancelled the auction. Challenging the cancellation, the first defendant approached the Hon’ble High Court of Madras by filing a revision petition.
4. During the pendency of the said proceedings, the first and second defendants entered into a compromise before the High Court, and the

plaintiffs were impleaded as parties at the request of the bank based on representations that the entire loan liability would be settled. The plaintiffs contend that the compromise order passed by the High Court does not bind them because the bank failed to honour its assurance of issuing a loan settlement certificate. Subsequently, relying on the compromise, the bank executed a sale deed dated 05.12.2007 in favour of the first defendant. The plaintiffs argue that the said sale itself is void since agricultural lands cannot be brought to auction under Section 13 of the SARFAESI Act in view of the statutory bar under Section 31(i).

5. It is further contended that the auction itself was fundamentally illegal because agricultural lands are exempt from SARFAESI proceedings. The plaintiffs also question the legality of the compromise arrangement whereby the property was allegedly sold for Rs.17,00,000/-, contending that the bank has no authority to privately fix a sale price or execute a sale deed without conducting a lawful auction process. Consequently, the sale deed executed in favour of the first defendant and the subsequent settlement deed executed by the first defendant in favour of the third defendant are stated to be void and not binding upon the plaintiffs.
6. The plaintiffs maintain that despite creation of documents by the defendants, actual possession of the suit properties has always remained with them and the defendants never entered into lawful possession. According to the plaintiffs, the defendants are merely attempting to interfere with possession based on invalid documents.

7. The defendants, in their written statements, claim that the suit properties are not agricultural lands but housing plots and that the plaintiffs themselves treated them as such while mortgaging the properties. The defendants further rely upon the compromise before the High Court and the subsequent sale deed executed by the bank to assert lawful title. The fifth defendant, who later purchased certain portions from the third defendant, claims to be a bona fide purchaser and asserts that house plots were formed and approved by the Panchayat.
8. The plaintiffs dispute these claims and argue that no lawful layout approval was ever granted. They rely heavily on revenue records and official witnesses examined on their side. The Tahsildar examined as PW-2 admitted that the suit survey numbers continue to be classified as dry agricultural lands in official records and that tax continued to be collected as agricultural assessment. The witness further admitted that subdivision into multiple plots lacked proper basis and that approval for conversion into housing plots requires valid sanction, which was not produced.
9. The plaintiffs emphasize that revenue records marked as Exhibits 22 to 39 consistently describe the lands as agricultural. Tax receipts issued even in later years demonstrate continued agricultural classification, thereby proving that the properties remained agricultural lands at the time of filing the suit. According to the plaintiffs, once the agricultural character is established, the SARFAESI auction becomes legally unsustainable.

10. It is further argued that patta transfers effected in favour of the defendants were made only during the pendency of the suit and therefore cannot confer title. The plaintiffs submit that such changes are legally ineffective and appear to have been created only to strengthen the defendants' claim during litigation.
11. With respect to the alleged layout formation, the plaintiffs contend that no Panchayat resolution, DTCP approval, or statutory sanction has been produced. The Block Development Officer examined as a witness confirmed through official records obtained under the Right to Information Act that no layout approval had been granted for Survey Nos.129/3A and 129/3B. The plaintiffs argue that approval by a Panchayat President alone would be insufficient, especially where the extent exceeds permissible limits requiring DTCP sanction and reservation of land for roads and public purposes.
12. The plaintiffs also challenge the authenticity of the layout plan marked as Ex.B22, contending that it was produced belatedly, lacks proof of approval, contains no resolution details, and was not proved through competent authority. The settlement deed and subsequent sale deeds also do not specify individual plot measurements or boundaries, which, according to the plaintiffs, demonstrates that no genuine subdivision ever existed.
13. The plaintiffs further rely on contradictions in the testimony of the defendants' witness, who claimed that plot measurements were

mentioned in sale documents, whereas the documents themselves do not contain such particulars. This discrepancy, according to the plaintiffs, undermines the credibility of the defendants' evidence.

14. The plaintiffs argue that if genuine plots had existed, the defendants would have produced approvals, subdivision records, and contemporaneous documents. The absence of such evidence shows that the alleged layouts were never legally formed and that documents relied upon by the defendants were created only during pendency of litigation.

15. Ultimately, the plaintiffs submit that the burden lies on the defendants to prove conversion of agricultural land into approved housing plots, which they have failed to discharge. Since the suit properties remained agricultural lands, the SARFAESI auction, compromise agreement, subsequent sale deed, settlement deed, and later transfers are all legally invalid and incapable of conferring title.

16. Accordingly, the plaintiffs pray that this Hon'ble Court declare their title, hold the defendants' documents void and non-binding, and grant permanent injunction protecting their possession and enjoyment of the suit properties.

Written Arguments filed by Meenakshisundaram, the 5th defendant in O.S.No.210/2013 case and 3rd defendant in O.S.No.50/2019 case.

1. Both suits were ordered to be jointly tried pursuant to a Joint Memo filed by the parties, wherein it was agreed that the evidence recorded in O.S.No.210 of 2013 would be treated as evidence in O.S.No.50 of 2019

and both matters would be adjudicated together. These written submissions are therefore made in respect of both suits based on the common pleadings, evidence and records placed before this Hon'ble Court.

2. In O.S.No.210 of 2013, the plaintiffs had obtained a trade loan from the second defendant bank by mortgaging the suit properties as security. Upon default in repayment, the second defendant initiated proceedings under the SARFAESI Act, took possession of the mortgaged properties, and brought them for public auction. In the auction conducted by the bank, the first defendant emerged as the successful purchaser. Though the auction was initially cancelled by the bank for administrative reasons, the first defendant approached the Madras High Court by filing a writ petition in which both the plaintiffs and the bank were parties. During the pendency of the writ proceedings, a compromise was voluntarily entered into between the plaintiffs and defendants 1 and 2. Under the compromise, the sale consideration was revised and the bank was permitted to execute the sale deed in favour of the first defendant. The writ petition was disposed of in terms of the compromise, and consequently on 05.12.2007 the second defendant executed and registered a sale deed in favour of the first defendant and delivered possession of the property.
3. Despite having consented to the compromise and sale, the plaintiffs filed the present suit only in the year 2013 contending that the properties were agricultural lands and therefore could not have been proceeded against

under the SARFAESI Act, and further alleging that the compromise before the High Court was obtained by deceit. Based on such allegations, the plaintiffs seek declaration of title, injunction against interference, and restraint against alienation of the property. The fifth defendant submits that these claims are false, legally untenable and contrary to the plaintiffs' own conduct and admissions.

4. The suit properties were never agricultural lands but were house plots and vacant sites even at the time when the plaintiffs themselves purchased them. The plaintiffs had represented the properties as house plots while availing the loan from the bank, and therefore they are estopped from subsequently claiming them to be agricultural lands. The allegation that the plaintiffs cultivated crops in the property is wholly untrue, and no documentary evidence such as cultivation records or revenue entries has been produced to substantiate possession or agricultural use. On the contrary, possession has continuously remained with the purchasers, and presently with this defendant, who has fenced the property and secured it with a gate after lawful purchase and mutation of patta in his name.
5. The compromise entered into before the Madras High Court was voluntary and binding. The plaintiffs signed the Joint Compromise Memo consenting to the sale in favour of the first defendant and expressly agreed not to raise any future objections. Subsequent review petitions filed by the plaintiffs were dismissed by the High Court, and another writ petition filed thereafter resulted only in a direction to issue a No Due Certificate in accordance with the compromise terms. Even subsequent

review proceedings were dismissed. Having repeatedly failed before the High Court, the plaintiffs cannot now reopen concluded issues through a civil suit. The plaintiffs are educated persons and the first defendant is an auditor; hence the plea of ignorance or deception is unsustainable.

6. After purchasing the property, the first defendant settled a portion in favour of his younger brother, the third defendant, on 22.03.2013, and thereafter the present defendant purchased the property from the third defendant on 19.01.2018 for valuable consideration. Since purchase, this defendant has been enjoying the property as absolute owner with valid patta and revenue records standing in his name. The plaintiffs had earlier filed another suit in O.S.No.92 of 2018 against this defendant but withdrew the same, which itself demonstrates absence of possession or genuine cause of action.
7. During pendency of O.S.No.210 of 2013, the plaintiffs filed O.S.No.50 of 2019 seeking declaration that the sale deed dated 19.01.2018 is void on the ground of lis pendens. The defendant submits that such a separate suit is not maintainable since any relief ought to have been sought in the earlier pending suit itself. There is no legal prohibition against transfer during pendency of litigation in the absence of any stay order, and the doctrine of lis pendens merely makes such transfer subject to the result of the suit. As no injunction order existed, the sale in favour of this defendant remains legally valid.

8. The plaintiffs' suit is also barred by limitation. The sale deed executed by the bank in favour of the first defendant on 05.12.2007 was within the knowledge of the plaintiffs on the very same day. If the plaintiffs intended to challenge the sale or compromise, they ought to have done so within three years as prescribed under the Limitation Act. Filing the suit after nearly six years renders the claim hopelessly time-barred. Moreover, the plaintiffs have not even sought cancellation of the registered sale deed executed in favour of the first defendant. Without seeking such cancellation, the plaintiffs cannot claim declaration of title, as two parallel titles over the same property cannot coexist in law.
9. The civil court also lacks jurisdiction to entertain the present suit in view of Section 34 of the SARFAESI Act, which bars civil court jurisdiction in matters arising from measures taken under the Act. Any grievance against actions of the secured creditor ought to have been raised before the Debts Recovery Tribunal. The plaintiffs participated in proceedings arising from SARFAESI action and never raised the plea that the property was agricultural land at the relevant time. Their present contention is therefore barred by principles of estoppel.
10. The compromise recorded by the High Court carries the force of a consent decree, and under Order XXIII Rule 3A of the Code of Civil Procedure, no independent suit lies to set aside a compromise decree on the ground that it was unlawful. The only remedy available to the plaintiffs was to approach the same court which recorded the compromise, which they failed to do successfully. Hence, the present

proceedings indirectly challenging the compromise are legally impermissible.

11. The property description furnished by the plaintiffs is also incorrect and misleading. The original survey numbers cited in the plaint no longer exist as such since the lands have been subdivided and separate pattas issued to individual owners. The properties purchased by this defendant bear distinct subdivision numbers and stand recorded under Patta No.9482. Suppression of these material developments renders the suit defective and unsustainable.
12. The plaintiffs have further failed to produce essential documents such as copies of the High Court writ proceedings or the compromise memo itself, despite alleging fraud in relation to those proceedings. Without producing the primary records, allegations of deceit cannot be accepted. The plaintiffs have therefore approached the Court without clean hands and are attempting to secure relief by concealing material facts and prior judicial orders.
13. The cumulative effect of the evidence establishes that the suit properties are vacant house sites, lawfully sold pursuant to SARFAESI proceedings and confirmed through a High Court-recorded compromise; that subsequent transfers were valid; that the plaintiffs lack possession, title and cause of action; that the suit is barred by limitation, estoppel and statutory exclusion of jurisdiction; and that the plaintiffs have failed to discharge the burden of proof required in law.

14. In these circumstances, it is respectfully submitted that both O.S.No.210 of 2013 and O.S.No.50 of 2019 are devoid of merit, legally unsustainable, and liable to be dismissed with costs.

On behalf of the 5th defendant the following citations are filed

1. Before the Madurai Bench of Madras High Court, **Central Bank of India, Regional Office, Madurai and Ors. V Gomathiammal: SECURITISATION AND RECONSTRUCTION OF FINANCIAL ASSETS AND ENFORCEMENT OF SECURITY INTEREST ACT. S.13(2), S.13(4), S.34:** Further, it is submitted that the petitioners have issued demand notice on the basis of the documents submitted by the respondent herein at the time of execution of the mortgage deed. The revision petitioners came to know the said difference of the extent of property only at the time of valuation report submitted by the approved valuer. Therefore, the contention of the respondent cannot be countenanced. It is useful to extract Section 34 of SARFAESI Act, which reads as under:

"34. Civil Court not to have jurisdiction - No civil court shall have jurisdiction to entertain any suit or proceeding in respect of any matter which a Debts Recovery Tribunal or the Appellate Tribunal is empowered by or under this Act to determine and no injunction shall be granted by any court or other authority in respect of any action taken or to be taken in pursuance of any power conferred by or under this Act or under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (51 of 1993)."

2. The Hon'ble Supreme Court of India, **The Authorised Officer, State Bank of India Versus M/S. Allwyn Alloys Pvt. Ltd. and ors. :** Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002-Section 13 and 34 Civil suit barred - No civil court can exercise jurisdiction to entertain any suit or

proceeding in respect of any matter which a DRT or DRAT is empowered - No civil court can determine and no injunction can be granted by any Court or authority in respect of any action taken or to be taken under the Act - Registered sale deed in respect of subject flat deposited with the Bank for creating equitable mortgage - Bank initiating action in that behalf-High Court permitting respondent Nos.5 and 6 (writ petitioners) to approach any other forum for adjudication of right, title and interest in relation to the property - Cannot be countenanced - High Court not analysing efficacy of concurrent finding of fact recorded by the DRT and DRAT -Opining that the matter involved factual issues warranting a full-fledged trial - Approach of the High Court completely fallacious and untenable in law. (Para 6). - Section 34 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (for short, "the 2002 Act"), clearly bars filing of a civil suit. For, no civil court can exercise jurisdiction to entertain any suit or proceeding in respect of any matter which a DRT or DRAT is empowered by or under this Act.

3. *Madurai Bench of Madras High Court 2023 (2) TLN) 579 (Civil), K.C.A.Chidambaram Vs. 1. The Manager/authorized Officer, Indian Bank, Sattur Branch, Sattur, Virudhunagar District. 2. K.Vinayaki: it is open to the petitioner to take ail defences before Tribunal Invocation of jurisdiction under Article 226 of the Constitution of India would amount to abuse of process of Court -Writ petition closed with direction. - it is open to the petitioner to take all defences open to the debtor before the Debts Recovery Tribunal. Invocation of jurisdiction under Article 226 of the Constitution of India in the said circumstances would amount to abuse of process of Court.*

4. *In the High Court of Judicature at Madras; M/S.Latif Estate Line India Ltd vs Mrs. Hadeeja Ammal and others:*

5. In the High Court of Judicature at Madras; **Electrosteel Castings Limited, Chennai Versus UV Asset Reconstruction Company Limited, New Delhi & Others**: The plaintiff has also brought a Division Bench judgment of the Calcutta High Court reported at AIR 2018 Cal 8 (*Delta International Limited v. Smt. Nupur Mitra*) that noticed the distinction between the two limbs of the bar of civil court's authority under Section 34 of the Act of 2002. It is necessary that the provision be seen first before referring to the discussion on such aspect in *Nupur Mitra*:

"34. Civil Court not to have jurisdiction.- No Civil Court shall have jurisdiction to entertain any suit or proceeding in respect of any matter which a Debts Recovery Tribunal or the Appellate Tribunal is empowered by or under this Act to determine and no injunction shall be granted by any Court or other authority in respect of any action taken or to be taken in pursuance of any power conferred by or under this Act or under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (51 of 1993)."

The judgment in *Nupur Mitra* noticed the bar of jurisdiction of the civil court in the first part of Section 34 of the Act of 2002 and the mandate on the civil court, under the second part, to not grant any injunction in respect of the fields specified therein. The bar of jurisdiction under the first limb prohibits, inter alia, any suit being entertained by a civil court "in respect of any matter which a Debts Recovery Tribunal or the Appellate Tribunal is empowered by or under this Act to determine..." The authority of the DRT to determine such matter arises only upon a measure being taken by a secured creditor under Section 13(4) of the Act of 2002, whereupon any person aggrieved thereby may apply thereagainst before the jurisdictional DRT. However, before any measure is taken by a secured creditor, no DRT would be empowered to determine the validity of the measure taken as there would be no person aggrieved by

any measure before such measure is taken. The bar or an injunction being issued under the second limb of Section 34, however, covers the field of "any action taken or to be taken" in pursuance of any power conferred by the Act of 2002 or under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993 (which has since been renamed the Recovery of Debts and Bankruptcy Act, 1993). However, the window that is left open for a civil court to entertain a suit is no longer available to the plaintiff here, since the first defendant has invoked the provisions of the Act of 2002.

6. The Hon'ble Supreme Court of India, **Indian Bank Vs. K. Pappireddy & anr:** On the other hand, reliance was placed by learned counsel appearing on behalf of the first respondent on a recent judgment of this court in *ITC Limited V. Blue Coast Hotels Limited*, (2018) SCC online SC 237, in support of the submission, that no security interest could be created in respect of agricultural land, having due regard to the provisions of Section 31(i). Learned counsel adverted to the findings which were recorded in the judgment of the DART.

7. In the Supreme Court of India; **Manjunath Tirakappa Malagi and anr Versusa Gurusiddappa Tirakappa Malagi (Died through Lrs):** in para 12, The only remedy against a compromise decree is to file a recall application. This Court in **Pushpa Devi Bhagat v. Rajinder Singh**, (2006) 5 SCC 566 summed up the position of law as follows:

"17. The position that emerges from the amended provisions of Order 23 can be summed up thus:

(i) No appeal is maintainable against a consent decree having regard to the specific bar contained in Section 96(3) CPC.

(ii) No appeal is maintainable against the order of the court recording the compromise (or refusing to record a compromise) in view of the deletion of clause (m) of Rule 1 Order 43.

(iii) No independent suit can be filed for setting aside a compromise decree on the ground that the compromise was not lawful in view of the bar contained in Rule 3-A.

(iv) A consent decree operates as an estoppel and is valid and binding unless it is set aside by the court which passed the consent decree, by an order on an application under the proviso to Rule 3 Order 23.

Therefore, the only remedy available to a party to a consent decree to avoid such consent decree, is to approach the court which recorded the compromise and made a decree in terms of it, and establish that there was no compromise. In that event, the court which recorded the compromise will itself consider and decide the question as to whether there was a valid compromise or not. This is so because a consent decree is nothing but contract between parties superimposed with the seal of approval of the court. The validity of a consent decree depends wholly on the validity of the agreement or compromise on which it is made..."

Reply Argument filed on behalf of the Plaintiffs is as follows:

1. The reply arguments are submitted on behalf of the plaintiffs in response to the written arguments advanced by the 5th defendant. The plaintiffs submit that the contention of the 5th defendant that the suit is liable to be dismissed for want of a specific prayer to declare the sale deed executed by the 2nd defendant in favour of the 1st defendant as void is legally unsustainable. The plaintiffs have consistently pleaded that the impugned sale is illegal, void and not binding on them, and once a transaction is

void in the eye of law, no separate relief for cancellation is required. A void transaction does not create any legal rights and therefore need not be set aside by an independent proceeding. The plaintiffs have clearly stated in the plaint that the alleged sale is invalid and unenforceable against them, and hence the objection raised by the defendants is misconceived and liable to be rejected.

2. The present suit has been filed primarily seeking declaration of title in favour of the plaintiffs in respect of the suit properties. The plaint itself contains specific averments that the sale effected by the 2nd defendant bank is void and not binding on the plaintiffs. When declaratory relief regarding ownership is sought and the invalidity of the sale has already been pleaded, the defendants cannot insist upon a separate prayer for declaring the sale deed void. Therefore, the argument of the defendants that the suit is not maintainable for want of such relief is without merit.
3. The plaintiffs further submit that the auction and sale conducted by the 2nd defendant under the provisions of the SARFAESI Act are themselves legally invalid, as the suit properties are agricultural lands to which the provisions of the SARFAESI Act do not apply. The plaintiffs' challenge is therefore directed not merely against the sale deed but against the very legality of the proceedings initiated under the Act. Since the foundation of the sale itself is illegal, all consequential transactions are equally void and incapable of conferring any title.

4. It is further submitted that the compromise memo referred to by the defendants in the proceedings before the Hon'ble High Court at Chennai does not contain any categorical finding or declaration that the compromise was formally recorded as a decree, nor does it authorize the 2nd defendant to execute a sale deed or confirm that the SARFAESI Act applies to the suit properties. The High Court order does not determine the applicability of the SARFAESI Act or adjudicate upon the nature of the property. Hence, the defendants cannot rely upon the said proceedings as conferring legality upon the sale or validating the auction conducted by the bank. The reliance placed by the defendants on the High Court proceedings is therefore misplaced and liable to be rejected.
5. The plaintiffs also deny the contention raised by the defendants regarding limitation. The plea that the suit ought to have been filed within three years has neither been properly pleaded in the written statement nor supported by evidence. A party cannot raise new legal grounds at the stage of arguments without foundational pleadings. Since limitation was not specifically pleaded with supporting facts in the written statement or affidavit, the defendants are precluded from advancing such a contention at this stage, and the same deserves to be rejected.
6. With regard to the nature of the suit property, the plaintiffs reiterate that the lands were classified as agricultural lands in the revenue records up to the filing of the suit. The defendants' claim that the properties are housing plots is incorrect and is based on documents created subsequent to the institution of the suit. Only after commencement of litigation did

the 1st defendant execute settlement deeds and attempt to portray the lands as housing plots. The plaintiffs have produced documentary evidence showing payment of land taxes and agricultural classification, and official witnesses including the Tahsildar and the Block Development Officer have been examined before this Hon'ble Court to establish the agricultural character of the property. Therefore, the suit has rightly been instituted on the basis that the properties were agricultural lands at the relevant time.

7. The plaintiffs further submit that the documents relied upon by the defendants were created during the pendency of the suit and hence cannot affect the rights already in dispute before this Court. The defendants have also failed to establish that any lawful and approved housing layout was formed. The alleged layout plan marked on the defendants' side has not been properly proved in accordance with law. In the absence of proof regarding approval or lawful conversion, the defendants cannot rely upon such documents to claim title or possession.
8. It is submitted that unless the defendants establish through legally admissible evidence that approved housing plots were validly formed, no reliance can be placed upon their documents. As the defendants have failed to discharge this burden, their claims cannot be accepted. On the contrary, the plaintiffs have produced sufficient materials supporting their case, and therefore the defendants' defence stands unproved.

9. The plaintiffs further submit that the defendants' contention regarding lack of jurisdiction of this Court is also untenable, as such a plea was not specifically raised in the written statement or supported by affidavit evidence. A jurisdictional objection must be properly pleaded and substantiated at the earliest stage. Having failed to do so, the defendants cannot introduce such a defence at the stage of final arguments.

10. In view of the above circumstances, the plaintiffs submit that the defendants have failed to establish any valid defence either on facts or in law. The plaintiffs have demonstrated that the impugned sale is void, that the suit properties continued to be agricultural lands at the relevant time, and that the defendants' documents lack legal validity. Therefore, it is respectfully prayed that this Hon'ble Court may reject the contentions raised by the defendants, allow the plaintiffs' suit as prayed for, and pass appropriate judgment and decree in favour of the plaintiffs.

Upon considering the pleadings, the suit is filed for declaration

1. To substantiate the case of the plaintiff, the 1st plaintiff Sivakumaran was examined himself as PW1, and one Babu (Block Divisional Officer, West Arni) was examined as PW2, and one Settu (Deputy Zonal Tahsildar, West Arni) was examined as PW3 and the Exhibits were marked as Ex.A1 to Ex.A39 were marked on the side of the plaintiff. Exhibit A1 cover about the Sale deed in the name of the 1st plaintiff. Exhibit A2 cover about the Sale deed in the name of the 2nd plaintiff. Exhibit A3 cover about the Kist receipt for the suit property paid by the 1st plaintiff. Exhibit A4 cover about the Kist

receipt for the suit property paid by the 1st plaintiff. Exhibit A5 cover about the Kist receipt for the suit property paid by the 1st plaintiff. Exhibit A6 cover about the Chitta in the name of the 1st plaintiff given by the Tahsildar, Arni. Exhibit A7 cover about the Chitta in the name of the 2nd plaintiff given by the Tahsildar, Arni. Exhibit A8 cover about the Adangal for the suit property given by the Tahsildar, Arni. Exhibit A9 cover about the Sale deed executed by the 2nd defendant infavour of the 1st plaintiff. Exhibit A10 cover about the Letter sent by the Tahsildar, Arni, to the 1st plaintiff. Exhibit A11 cover about the Settlement deed executed by the 1st defendant, Ramalingam, in favour of the 3rd defendant, Rajendiran. Exhibit A12 cover about the Complaint given by the plaintiff in the Judicial Magistrate Court, Arni C.C.82/13. Exhibit A13 cover about the Adangal for the suit property in the name of 1st and 2nd plaintiffs (Count-2). Exhibit A14 cover about the Sale deed executed by Sadaya Gounder infavour of Kulla Gounder. Exhibit A15 cover about the Sale deed executed by Kutty @ Kulla Gounder infavour of Sadaya Gounder. Exhibit A16 cover about the sale deed. Exhibit A17 cover about the Letter sent by the Deputy Block Development Officer, to the 1st plaintiff, under the Right to information Act. Exhibit A18 cover about the Letter sent by the Mullipattu Grama Panchayat Secretary, to the 1st plaintiff, under the Right to information Act. Exhibit A19 cover about the Sale deed executed by the 3rd defendant infavour of the 5th defendant. Exhibit A20 cover about the Legal notice sent by the plaintiffs with attached postal receipts. Exhibit A21 cover about the Reply notice sent by the 5th defendant. Exhibit A22 cover about the Patta for the suit property in the name of 5th

defendant, bearing patta no.9482. Exhibit A23 cover about the Patta for the suit property in the name of 1st defendant, bearing patta no.9124. Exhibit A24 cover about the Patta for the suit property in the name of 1st defendant, bearing patta no.666. Exhibit A25 cover about the "A" register for the Survey No.129/3A2A. Exhibit A26 cover about the Field Map for the Survey No.129/3A2A. Exhibit A27 cover about the Patta for the suit property in the name of 1st defendant, bearing patta no.9124. Exhibit A28 cover about the "A" register for the Survey No.129/3A1. Exhibit A29 cover about the Field Map for the Survey No.129/3B1. Exhibit A30 cover about the Patta for the suit property in the name of 5th defendant, bearing patta no.9482. Exhibit A31 cover about the "A" register for the Survey No.129/3A2B. Exhibit A32 cover about the "A" register for the Survey No.129/3B2. Exhibit A33 cover about the "A" register for the Survey No.129/3B3. Exhibit A34 cover about the "A" register for the Survey No.129/3B4. Exhibit A35 cover about the "A" register for the Survey No.129/3B5. Exhibit A36 cover about the "A" register for the Survey No.129/3B6. Exhibit A37 cover about the "A" register for the Survey No.129/3B7. Exhibit A38 cover about the Field Map for the Survey No.129/3A2B. Exhibit A39 cover about the Field Map for the Survey No.129/3B2.

2. To challenge the case of the plaintiff, the 5th Defendant, Meenakshi Sundaram, was examined as DW1, and one Dhamodharan was examined as DW2, and the Exhibits were marked as Ex. B1 to Ex. B19 were marked. Exhibit B1 discuss about the sale deed executed by the 2nd plaintiff, in the

name of Kuppusamy. Exhibit B2 discuss about the sale deed executed by Kuppusamy, in the name of the 1st plaintiff. Exhibit B3 discuss about the sale deed in the name of the 1st plaintiff. Exhibit B4 discuss about the sale deed executed by Kuppusamy, infavour of the 2nd plaintiff. Exhibit B5 discuss about the sale deed executed by the 2nd defendant infavour of the 1st defendant. Exhibit B6 discuss about the settlement deed executed by the 1st defendant infavour of the 3rd defendant. Exhibit B7 discuss about the sale deed executed by the 3rd defendant infavour of the 5th defendant. Exhibit B8 discuss about the written statement filed by the 5th defendant in O.S.No.92/2018. Exhibit B9 discuss about the Decree in O.S.No.92/2018. Exhibit B10 discuss about the writ petiton filed by the 1st plaintiff in the Hon'ble High Court of Madras, W.P.No.3926/2008. Exhibit B11 discuss about the Order in the Writ petiton filed by the 1st plaintiff in the Hon'ble High Court of Madras, W.P.No.3926/2008. Exhibit B12 discuss about the affidavit filed by the plaintiff in Writ petiton W.P.No.3926/2008. Exhibit B13 discuss about the Order in the Writ petiton filed by the 1st defendant in the Hon'ble High Court of Madras, W.P.No.31785/2005. Exhibit B14 discuss about the chitta for the patta nos. 9123, 9125, 9126,9127, 9128, 9129, and 9130 (count -7). Exhibit B15 discuss about the Patta for the suit property in the name of 5th defendant, bearing patta no.9482. Exhibit B16 discuss about the Patta for the suit property in the name of 1st defendant, bearing patta no.666. Exhibit B17 discuss about the writ petition filed by the 1st defendant in the Hon'ble High Court of Madras, W.P.No.31785/2005. Exhibit B18 discuss about the Affidavit filed by the 1st defendant in the Writ

petition filed in the Hon'ble High Court of Madras, W.P.No.31785/2005. Exhibit B19 discuss about the joint compromise memo filed by the 1st defendant in W.P.No.31785/2005. Exhibit B20 discuss about the adangal for the suit property gin the Fasili 1427 (count -3 pages). Exhibit B21 discuss about the adangal for the suit property in the Fasili 1426 (count -3 pages). Exhibit B22 discuss about the layout approval for the plot granted by the President of Mullipattu Panchayat.

3. To consider both sides' submission, it is necessary to reproduce the relevant portion of the cross-examination of PW1, PW2, PW3, and DW1 as follows:

The relevant portion of the cross-examination of PW-1:

PW1 deposed that he purchased the suit property through Ex.A1 sale deed and admitted that he purchased an extent of 33 cents under the said document, admitted that though Ex.A1 mentions an extent of 14,580 square feet the same measurement was not specifically stated in the plaint schedule, admitted that in Ex.A1 the eastern boundary refers to the property purchased by the 2nd plaintiff Sudhasivakumar, admitted that Ex.A2 sale deed stands in the name of his wife namely the 2nd plaintiff and relates to the adjacent property, admitted that Ex.A2 mentions an extent of 12,360 square feet but the plaint describes the property only in cents and not in square feet, admitted that both he and the 2nd plaintiff purchased the properties as house sites and denied the suggestion that he falsely claimed them as lands for the purpose of the case, admitted that the properties covered under Ex.A1 and Ex.A2 were mortgaged with the 2nd defendant bank for obtaining business loan, admitted that the bank initiated auction proceedings under the

SARFAESI Act based on the said mortgage, stated that the minimum upset price fixed for auction was around Rs.8,00,000/- though he was not aware of the exact amount, admitted that the outstanding loan liability at the time of auction exceeded Rs.2 crores, admitted that he had obtained a loan of Rs.23,00,000/- from the 2nd defendant bank in the year 1991 and had mortgaged the suit property immediately after purchase, admitted that the 1st defendant became the highest bidder in public auction for Rs.8,20,000/-, admitted that the bank cancelled the auction on 14.09.2005 and stated that the bank informed him that the cancellation was due to the property being treated as agricultural land and due to low auction price, stated that he would respond regarding cancellation reason only if documentary proof is shown, admitted that the 1st defendant filed W.P.No.31785/2005 challenging the cancellation and stated that he and his wife were added as respondents after bank officials obtained their signatures, stated that they did not independently file any petition for impleading themselves and alleged that bank officials obtained their signatures falsely stating that a no-due certificate would be issued, denied that any voluntary compromise was entered into between parties and stated that signatures were obtained based on oral assurance of loan closure certificate, admitted that the compromise agreement contained a clause stating that he would not challenge the auction sale though he signed it only because of bank officials' representations, admitted that no written clause regarding issuance of no-due certificate was contained in the compromise agreement though oral assurance was allegedly given, denied the suggestion that he falsely deposed about such assurance,

stated that he did not meet advocates and that signatures were obtained in his office, admitted that the writ petition was disposed of based on compromise and that the property was sold in favour of the 1st defendant pursuant to the compromise though no certificate was issued to him, admitted that he filed a review petition against the order passed in W.P.No.31785/2005 and later withdrew the same, admitted that he filed W.P.No.3926/2018 seeking direction to issue no-due certificate and asserted that he had stated in that petition that bank officials cheated him into signing compromise, admitted that in the affidavit filed in W.P.No.3926/2018 he acknowledged signing the compromise agreement and sought only issuance of no-due certificate, denied that the writ petition was dismissed as infructuous on 14.03.2008, denied that the present suit is barred by limitation merely because it was filed four years after disposal of the writ petition, denied that the sale dated 05.12.2007 under SARFAESI Act in favour of the 1st defendant is legally valid, denied validity of subsequent settlement executed by the 1st defendant in favour of the 3rd defendant and further sale in favour of the 5th defendant, denied that the 5th defendant legally subdivided the property and obtained patta, denied that the plaintiffs mortgaged the property as house sites though admitting earlier purchase as house sites, denied that defendants are in lawful possession under SARFAESI proceedings, denied that civil court lacks jurisdiction, admitted filing O.S.No.92/2018 and withdrawing the same and also filing O.S.No.50/2019 seeking injunction against the same defendants, denied that present relief ought to have been claimed only in earlier proceedings, denied filing false suit to grab property, stated that out of total

loan liability of Rs.32,00,000/- an amount of Rs.17,00,000/- was paid under compromise and expressed readiness to pay remaining amount, and stated that he had taken legal steps including filing writ petitions against the bank though he could not immediately furnish details of all proceedings.

4. **The relevant portion of the cross-examination of PW-2:**

PW2 deposed that Ex.A18 bears the signature of the Panchayat Secretary, admitted that Panchayat Secretary has a separate office at Mullipattu Panchayat and voluntarily stated that each Panchayat has a separate office, admitted that he was not working at West Arni during the year 2017 and was serving at Chetpet at that time, admitted that he had not personally inspected Survey Nos.129/3A and 129/3B, admitted that he has no knowledge whether layout approval was obtained for the said survey numbers after the year 2017, stated that the requirement for obtaining DTCP approval was introduced around the year 2016, admitted that DTCP approval was not mandatory prior to 2016, admitted that he does not know whether subdivision of plots mentioned in Ex.A18 had been approved, admitted that he had not verified the title deed relating to the suit property, admitted lack of knowledge regarding whether the lands were converted into house plots prior to the year 1990, and stated that he does not know whether DTCP approval was required for subdivisions formed before 1990.

5. **The relevant portion of the cross-examination of PW-3:**

PW3 deposed that the property description found in Ex.B6 shows the lands as house plots, admitted that granting approval for layout subdivision does not fall within the functions of his department, admitted that approval for

layout subdivision is granted by the Village Panchayat President, admitted that plot numbers can be assigned in documents only when subdivision had already taken place, admitted that surveyors carry out subdivision only after verifying title documents and approval orders, admitted that even if punjai lands are divided into house plots their revenue classification continues as punjai land, admitted that the adangal produced before him shows Survey Nos.129/2 to 129/8 classified as house sites, admitted that adangal extracts for Fasli years 1427 and 1426 marked as Ex.B20 and Ex.B21 respectively classify the lands as house sites, admitted lack of knowledge regarding Fasli year 1425 records, admitted that he has no direct personal knowledge about whether official layout approval was obtained for subdivision in the concerned survey numbers, and stated that he cannot confirm whether approval for layout formation had actually been granted.

6. **The relevant portion of the cross-examination of DW-1:**

DW-1 deposed that he studied up to the 4th standard and that he is engaged in silk weaving as his occupation, admitted that he purchased a portion of the suit property from the 3rd defendant Rajendran, and stated that the purchase was made in the year 2018, further stating that at the time of purchase he was not aware that the present suit filed in the year 2013 was already pending before the Court. He admitted that before purchasing the property he verified the documents relating to the property and further admitted that Rajendran informed him that a court case relating to the suit property was pending, but stated that purchasing property during pendency of litigation is not wrong since no case was pending against Rajendran personally, and admitted that

he enquired and came to know against whom the suit had been filed. He stated that he consulted an advocate and verified the case details before purchasing the property and admitted that he purchased the property only after knowing the details of the litigation, but admitted that he did not physically inspect the suit property prior to purchase and stated that the exact plots conveyed to him could be known only by referring to the sale deed. He stated that the six plots purchased by him measured approximately 20 feet by 60 feet each and together measured about 7142 square feet, admitted that ordinarily individual plot measurements are specified while purchasing house sites, and claimed that such particulars were mentioned in his sale deed, but upon being shown Ex.B7 admitted that individual measurements for Plot Nos.15 to 20 were not separately mentioned. He admitted that individual boundaries for each plot were also not separately specified in the sale deed and stated that Rajendran had already formed the property into house plots before selling it to him and that he had seen a layout map of the plots, but admitted that he did not know whether such map had been filed before the Court though he had handed it over to his advocate. He stated that originally Sivakumar formed the layout, thereafter Ramalingam purchased the property and later Rajendran acquired it, admitted that the settlement deed executed by Ramalingam in favour of Rajendran mentioned that house plots had already been formed and that he had read the said settlement deed, but admitted that the settlement deed referred only to six plots and did not contain individual measurements or separate boundaries for each plot. He asserted that the six plots were government-approved house sites but

admitted that he had not produced any order evidencing such approval and stated that whether such approval had been filed in Court was known only to his advocate, admitted that he is not related to Rajendran, and stated that he does not remember whether he pleaded in his written statement that the plots were government-approved, though he denied that the plots were unapproved layouts. He admitted that conversion of land into house plots ordinarily requires government approval but denied that he falsely claimed approval for the purpose of litigation and admitted that he alone among the defendants is actively contesting the suit. He admitted that he had read the mortgage deed executed by the plaintiffs in favour of the 2nd defendant bank and stated that the mortgage deed described the suit property as house plots, but admitted that he himself had not filed the mortgage deed before Court and stated that the same had been handed over to his advocate. He admitted that the sale deed executed by the bank in favour of Ramalingam mentioned sale of 20 plots with individual measurements and boundaries and stated that Ramalingam later executed a settlement deed conveying only a portion consisting of six plots, namely Plot Nos.15 to 20, measuring about 7142½ square feet. He admitted that the settlement deed did not specify individual dimensions of each plot but mentioned common boundaries collectively and stated that he relied upon the settlement deed for stating the extent of the property. He admitted that no independent document or map proving the measurement of 7142½ square feet had been filed by him personally though he claimed to have given several documents including sale deed, settlement deed, High Court order, DRT sale certificate and patta to his advocate for

filing. He admitted that his own sale deed also did not mention individual measurements of each plot separately and referred only to the combined extent and further admitted, upon being confronted with documents, that neither the settlement deed nor the sale deed produced before Court contained an attached layout map. He denied the suggestion that no written document exists evidencing formation of plots and stated that layouts might have been formed prior to his purchase though he had no personal knowledge of the year of formation, and asserted that approval for layouts became mandatory only after 2016, denying the existence of earlier legal requirements. He admitted that formation of layouts requires reservation of land for roads and parks and requires submission of documents to the Panchayat but admitted that he had not produced any document showing such compliance before Court. He stated that the property originally came to Ramalingam through auction conducted by the Indian Bank, thereafter was settled upon Rajendran, and finally sold to him, and asserted that therefore his title is legally valid. He admitted that patta had been transferred first to Ramalingam, then to Rajendran, and thereafter to his own name during pendency of the present suit, and admitted that all pattas classified the land as "Punjai" land though he maintained that the property had been mortgaged and dealt with as house plots. He admitted that revenue records described the property as agricultural land but denied that conversion into plots was therefore illegal, stating that the bank itself treated the property as house plots at the time of mortgage. He admitted that the auction conducted by the bank in favour of Ramalingam had earlier been cancelled due to low price

and stated that later the plaintiffs and Ramalingam agreed to sale for Rs.17 lakhs treating the property as house plots. He admitted that no buildings have been constructed in any of the plots till date and denied that revenue records continuously classify the property as agricultural land, stating that he purchased the property believing it to be house sites. He admitted that he purchased the property during pendency of litigation and that he was aware of the pending case at the time of purchase but justified the purchase on the ground that no case was pending against his vendor Rajendran individually. He admitted that the alleged Panchayat approval dated 14.09.2011 was not mentioned in the settlement deed or sale deed and further admitted, after being confronted with documents, that official letters issued in 2017 stated that no approval had been granted for layout formation in Survey Nos.129/3A and 129/3B. He admitted that if approval had actually been granted earlier, such approval would normally have been mentioned in the documents, thereby acknowledging absence of documentary proof of approval in title documents. He denied the suggestion that settlement deed and sale deed were created only for the purpose of litigation and denied giving false evidence in support of other defendants, maintaining that he purchased the property bona fide.

7. All the issues in O.S.No.210/2013 and in O.S.No.50/2019 are discussed together as follows:

Issue No.(i) – Whether the sale deed dated 05.12.2007 executed by the 2nd defendant in favour of the 1st defendant under Section 13 of the

SARFAESI Act is valid and non-est in law? Issue No. (i) in O.S. No.210/2013 and issue No. (i) in O.S.No. 50/2019

It is noted that upon careful scrutiny of pleadings and evidence, it is admitted by PW1 during cross-examination that the suit properties covered under Ex.A1 and Ex.A2 were mortgaged with the 2nd defendant bank for obtaining loan and that auction proceedings were initiated under SARFAESI Act and that the 1st defendant became highest bidder for Rs.8,20,000/-, however PW1 consistently deposed that the auction was earlier cancelled on 14.09.2005 on the ground that the property was agricultural land and price was inadequate and further stated that compromise signatures were obtained by bank officials under representation that a no-due certificate would be issued though no such clause was incorporated in compromise memo, and Ex.B10 to Ex.B13 relating to writ proceedings only show disposal based on compromise without adjudication regarding applicability of SARFAESI Act, and PW3 admitted that even when lands are divided into plots their revenue classification continues as punjai land and revenue records Ex.A6, Ex.A7, Ex.A8 and A-Register extracts Ex.A25 to Ex.A39 continue to classify the land as agricultural, and DW1 admitted pattas continued to show punjai classification and admitted no building existed in plots till date, and DW2 admitted absence of conversion order changing land use and further admitted that Panchayat entries do not confer legality of layout formation, and since Section 31(i) of SARFAESI Act excludes agricultural lands from enforcement, defendants were required to prove lawful conversion prior to auction but no such approval or conversion order was produced, and DW1

admitted that alleged approval dated 14.09.2011 was not reflected in title documents and official communications indicated absence of approval, therefore statutory precondition for SARFAESI enforcement stands unproved and consequently sale deed dated 05.12.2007 executed by bank cannot confer valid title and is held legally unsustainable and not binding on plaintiffs and accordingly this issue is answered holding that the impugned sale is non-est in law as against the plaintiffs.

8. This court upon careful consideration of the pleadings filed by both side parties, written Arguments filed by both sides and reply arguments submitted on behalf of the plaintiffs, oral evidence adduced by both parties, and documentary evidence marked as Exhibits A1 to A39 on the side of the plaintiffs and Exhibits B1 to B22 on the side of the defendants, this Court proceeds to analyse the issues involved in the suit which has been instituted primarily seeking declaration of title and consequential reliefs relating to the suit properties, and it is seen from the records that the plaintiffs claim title over the suit properties based upon registered sale deeds marked as Ex.A1 and Ex.A2 which stand in the names of the plaintiffs and which form the foundation of their claim, and the execution and registration of these documents have not been specifically disproved by the defendants during trial, and the plaintiffs have further substantiated their a claim of possession and enjoyment by producing kist receipts marked as Ex.A3, Ex.A4 and Ex.A5 (while scanning the Ex.A4, A5 and deposition the date were mismatch between the exhibits and depositions and indepth scanning the Ex.A4 the date of month was not clear in th exhibits, it was mentioned as in

the deposition) and further Ex.A6 and Ex.A7 being chitta extracts issued by the Tahsildar, Arni, reflect the plaintiffs' names recorded in revenue accounts, while Ex.A8 and Ex.A13 Adangal extracts also disclose cultivation entries relating to the suit survey numbers thereby supporting the plaintiffs' contention that the lands were agricultural in nature at the relevant point of time, and the oral testimony of PW3, namely the Deputy Zonal Tahsildar, West Arni, corroborates these documents by affirming that revenue classifications remained agricultural and no official conversion order altering land character was produced before the Court, and the plaintiffs have further relied upon Ex.A25 to Ex.A39 consisting of "A" register extracts and field measurement maps relating to various subdivisions including Survey Nos.129/3A2A, 129/3B1, 129/3A2B, 129/3B2, 129/3B3, 129/3B4, 129/3B5, 129/3B6 and 129/3B7, and these official records collectively demonstrate continuity of survey identity and classification supporting the plaintiffs' title and possession, and further PW2 namely Babu, the Block Development Officer, deposed through his deposition clarified that no approved layout proceedings were available in official records relating to the suit lands, which assumes importance in light of the defendants' contention that the property had already been converted into housing plots, and the Court notes that mere private plotting without statutory approval cannot alter the legal character of land, and further Ex.A9 sale deed relied upon by the plaintiffs shows earlier transactions forming part of the chain of title, while Ex.A14, Ex.A15 and Ex.A16 trace prior ownership transfers thereby establishing title flow culminating in plaintiffs' ownership, and Ex.A10 being communication

from Tahsildar and Ex.A17 and Ex.A18 obtained under the Right to Information Act from governmental authorities further reinforce absence of approved layout or lawful conversion proceedings, and the plaintiffs also produced Ex.A11 settlement deed executed by the first defendant in favour of the third defendant and Ex.A19 sale deed executed subsequently in favour of the fifth defendant to demonstrate that such alienations occurred only after disputes arose, thereby attracting the doctrine of lis pendens, and Ex.A20 legal notice and Ex.A21 reply notice show that disputes were formally raised prior to institution of suit, and Ex.A22, Ex.A23, Ex.A24, Ex.A27 and Ex.A30 pattas produced indicate subsequent revenue entries which the plaintiffs contend were obtained based on disputed transactions and therefore cannot override original title, and the plaintiffs further relied upon Ex.A12 criminal complaint proceedings to demonstrate earlier objections raised against illegal alienation attempts, and when the oral evidence of PW1 namely Sivakumaran is analysed along with documentary exhibits, his testimony remains largely consistent regarding acquisition, possession and classification of land. And further turning to the defendants' evidence, DW1 namely Meenakshi Sundaram relied upon Ex.B5 sale deed executed by the second defendant in favour of the first defendant pursuant to SARFAESI proceedings and contended that title validly passed through auction, however the Court notes that the validity of such sale depends upon applicability of SARFAESI Act, and under Section 31(i) agricultural lands are excluded from enforcement measures, and the defendants failed to produce any conversion order, planning authority approval or competent governmental

notification demonstrating change of land use, and DW1 admitted during cross examination that pattas described lands as agricultural and that no constructions existed, and Ex.B22 alleged layout approval issued by Panchayat President does not constitute statutory approval under planning laws and therefore lacks legal force, and Ex.B1 to Ex.B4 and Ex.B6 to Ex.B7 merely demonstrate successive transfers following the disputed SARFAESI sale and do not independently establish lawful title, and Ex.B8 and Ex.B9 relating to earlier suit proceedings do not adjudicate present title dispute, while Ex.B10 to Ex.B13 and Ex.B17 to Ex.B19 relating to writ petitions and compromise memo before the Hon'ble High Court show settlement between parties but do not contain judicial determination validating SARFAESI applicability to agricultural land, and the Court observes that compromise recorded without adjudication cannot override statutory prohibition, and Ex.B14, Ex.B15 and Ex.B16 pattas relied upon by defendants are revenue entries obtained after disputed transactions and therefore secondary to title documents, and Ex.B20 and Ex.B21 adangal extracts of Fasili years produced by defendants do not negate earlier agricultural classification established through plaintiffs' exhibits, and it is a settled principle that revenue entries neither create nor extinguish title but only reflect possession for fiscal purposes, and therefore greater evidentiary value must be attached to registered title deeds supported by long standing revenue records, and the defendants further argued limitation stating suit ought to have been filed within three years of SARFAESI sale but no pleading or evidence specifying limitation particulars was substantiated, and

limitation being mixed question of law and fact must be specifically pleaded and proved which has not been done, and moreover cause of action being continuous owing to successive alienations, limitation cannot defeat declaratory relief, and defendants also raised jurisdiction objection without substantiating statutory bar or producing legal foundation in pleadings or affidavit, and such belated contention cannot be entertained, and appreciation of evidence shows plaintiffs examined independent government officials whose testimony remained unshaken whereas defence witnesses made admissions weakening defence case, and documents produced by defendants were mostly subsequent creations after initiation of dispute thereby reducing probative value, and the Court finds that plaintiffs successfully demonstrated original title through Ex.A1 and Ex.A2, continuity of possession through Ex.A3 to Ex.A8, agricultural classification through Ex.A13 and Ex.A25 to Ex.A39, absence of conversion through RTI documents Ex.A17 and Ex.A18 and corroborative oral testimony of PW2 and PW3, while defendants failed to establish lawful SARFAESI applicability or valid derivative title, and since first defendant derived title only through SARFAESI sale which itself is legally questionable in respect of agricultural land, subsequent settlement deed Ex.B6 and sale deed Ex.B7 cannot convey better title under the doctrine *nemo dat quod non habet*, and purchases made during pendency of disputes attract doctrine of *lis pendens* rendering transfers subject to outcome of litigation, and cumulative appreciation of pleadings, oral depositions and documentary evidence clearly establishes that plaintiffs' title subsists and defendants' claims lack legal

foundation, and therefore plaintiffs are entitled to declaration that suit properties belong to them and that impugned sale deeds and subsequent transactions are not binding upon them, and consequently defendants' objections relating to maintainability, limitation, jurisdiction and nature of property fail, and this Court therefore concludes upon comprehensive scrutiny of Exhibits A1 to A39 and Exhibits B1 to B22 along with depositions of PW1, PW2, PW3, DW1 and DW2 that the plaintiffs have proved their case on preponderance of probabilities and the 5th defendant have failed to discharge burden of proof cast upon them.

9. Issue No.(ii) – Whether the settlement deed dated 22.03.2013 executed by the 1st defendant in favour of the 3rd defendant is valid or not?

While scanning the evidence of DW1 clearly establishes that his title flows from settlement deed executed by the 1st defendant in favour of the 3rd defendant followed by sale in his favour under Ex.B7, however DW1 admitted that settlement deed mentioned only six plots collectively without individual measurements or boundaries and further admitted that no approved layout plan was attached and that he had no documentary proof showing government approval of subdivision, and PW2 admitted that he had not verified approval records and had no knowledge whether subdivision was approved and further admitted DTCP approval requirement though later formalised still required local body approval earlier, and sale already found unsustainable, subsequent settlement deed cannot acquire independent legality, and doctrine nemo dat quod non habet squarely applies, and moreover settlement was executed during subsistence of dispute relating to

title and mortgage proceedings, therefore settlement deed dated 22.03.2013 does not confer valid title against plaintiffs and this issue is answered against defendants.

10. Issue No.(iii) – Whether the plaintiffs are entitled to declaration of title over the suit properties or not? Issue No. (iii) in O.S. No.210/2013 and issue No. (ii) in O.S.No. 50/2019.

Plaintiffs rely upon Ex.A1 and Ex.A2 registered sale deeds which stand admitted by DW1 as original source of title and PW1 deposed consistently regarding purchase and possession and produced supporting revenue documents including kist receipts Ex.A3 to Ex.A5, chitta Ex.A6 and Ex.A7, adangal Ex.A8 and subsequent revenue extracts Ex.A25 to Ex.A39 showing continuity of revenue entries, and defendants have not produced any document disproving plaintiffs' original ownership prior to mortgage, and DW1 admitted that plaintiffs were original owners and that title passed only through bank auction, and since auction itself is held invalid and subsequent transfers fail, plaintiffs' original title revives and remains legally enforceable, and discrepancy regarding extent mentioned in square feet and cents admitted by PW1 does not affect identity of property as boundaries remain consistent, therefore plaintiffs have successfully established better title on preponderance of probabilities and are entitled to declaration and this issue is answered in favour of plaintiffs.

11. Issue No.(iv) – Whether the plaintiffs are entitled to relief of possession and injunction as prayed for or not? Issue No. (iv) in O.S. No.210/2013 and issue No. (iii) in O.S.No. 50/2019.

PW1 denied lawful possession of defendants and asserted continued claim over property and defendants relied mainly upon pattas and subsequent sale deeds, however DW1 admitted purchase during pendency of suit and admitted awareness of litigation before purchase thereby attracting doctrine of lis pendens, and admitted he had not inspected property physically prior to purchase and admitted absence of constructions, and DW2 admitted that Panchayat tax assessment does not prove lawful conversion or title, and since defendants' possession flows only from disputed transactions and no independent lawful possession is proved, plaintiffs being true owners are entitled to consequential relief of recovery of possession and permanent injunction restraining defendants from interference and alienation and therefore this issue is answered in favour of plaintiffs.

12. In O.S.No.50/2019, issue nos. (i) to (iii) are answered accordingly against the defendants. Hence the defendants are not entitled for the relief of decalation and mandatory injunction. Hence, issue no.(iv) and (v) are answered.

13. Issue No.(v) – To what other relief the plaintiffs are entitled? Issue No. (v) in O.S. No.210/2013 and issue No. (vi) in O.S.No. 50/2019.

In view of findings declaring SARFAESI sale invalid and settlement deed not binding, plaintiffs are entitled to consequential relief declaring

subsequent alienations including settlement deed and sale deed executed in favour of defendants 3 and 5 as null and void insofar as plaintiffs' rights are concerned and are further entitled to permanent injunction and such other equitable reliefs necessary to protect title and possession, and hence this issue is answered granting consequential reliefs to plaintiffs.

14. Additional Issue No.(i) – Whether the suit of plaintiff is barred under Order II Rule 2 CPC? Additional Issue No. (i) in O.S. No.210/2013 and Issue No.(iii) in O.S. No.50/2019.

Defendants contended that plaintiffs earlier filed proceedings and failed to claim present reliefs, however PW1 admitted filing earlier writ petitions primarily seeking no-due certificate and challenging bank action and not declaration of civil title, and causes of action in writ jurisdiction differ from civil declaration relating to title and validity of subsequent alienations, and defendants failed to prove identity of cause of action and omission of relief intentionally, and no pleadings or evidence show that earlier suit contained same relief and was finally decided on merits, therefore ingredients of Order II Rule 2 CPC are not satisfied and suit is not barred and this issue is answered in favour of plaintiffs.

15. Additional Issue No.(ii) – Whether the suit of plaintiff is barred by Res Judicata? Additional Issue No. (ii) in O.S. No.210/2013 and issue No. (iii) in O.S.No. 50/2019.

Defendants relied upon writ proceedings and earlier litigation, however Ex.B10 to Ex.B13 show writ petitions disposed on compromise without

adjudication of title or legality of SARFAESI proceedings, and PW1 admitted withdrawal of review petition but no final judicial determination regarding title exists, and essential ingredients of res judicata namely final adjudication by competent court on same issue between same parties are absent, and in writ petition it was never decided whether property was agricultural land or whether sale deed was valid, therefore present suit is not barred by res judicata and this issue is answered against defendants.

XIII. RESULT:

O.S.210/2013

The suit is decreed and no costs.

- a) Decree of declaration of title over the suit property is granted, in favour of the plaintiffs.
- b) Decree of permanent injunction is granted, restraining the defendants from interfering with the plaintiff's peaceful possession and enjoyment of the suit property.
- c) Decree of permanent injunction is granted, restraining the defendants 1, 3 and 5, their men, agents, and persons, claiming through them in any manner alienating or encumbering the suit property.
- d) No costs.

O.S.50/2019

The suit is decreed and no costs.

- a) Decree of declaration of sale deed is null and void, sale deed registered in Document No. 262 of 2018 dated 19.1.2018 executed by the 2nd defendant to the 3rd defendant.
- b) Decree of mandatory injunction is granted, directing the 3rd defendant not to alienation or changes or alterations in the suit property.
- c) No costs.

Dictated by me directly to the stenotypist, corrected and pronounced by me in the open court on this, the 30th day of March 2026.

**District Munsif
Arni**

List of documents**Plaintiff's side Witness and documents****(i)Plaintiff's side witness:**

PW1	K.S.Sivakumaran (1st plaintiff)
PW2	Babu (Block Divisional Officer, West Arni)
PW3	Settu (Deputy Zonal Tahsildar, West Arni)

(ii)Plaintiff's side Exhibits:

S.No.	EXHIBITS	DATE	DOCUMENTS	NATURE OF DOCUMENTS
1.	Ex.A1	24.10.1990	Sale deed in the name of the 1st plaintiff	True copy
2.	Ex.A2	31.01.1991	Sale deed in the name of the 2nd plaintiff	True copy
3.	Ex.A3	18.05.2010	Kist receipt for the suit property paid by the 1st plaintiff (received from the Deputy Tahsildar, under Right to Information Act)	Certified copy
4.	Ex.A4	24.01.2011	Kist receipt for the suit property paid by the 1st plaintiff (received from the Deputy Tahsildar, under Right to Information Act)	Certified copy
5.	Ex.A5	06.03.2011	Kist receipt for the suit property paid by the 1st plaintiff (received from the Deputy Tahsildar, under Right to Information Act)	Certified copy
6.	Ex.A6	12.08.2009	Chitta in the name of the 1st plaintiff given by the Tahsildar, Arni	Original
7.	Ex.A7	12.08.2009	Chitta in the name of the 2nd plaintiff given by the Tahsildar, Arni	Original
8.	Ex.A8	12.08.2009	Adangal for the suit property given by the Tahsildar, Arni	Original
9.	Ex.A9	05.12.2007	Sale deed executed by the 2nd defendant infavour of the 1st plaintiff	True copy
10.	Ex.A10	12.08.2009	Letter sent by the Tahsildar, Arni, to the 1st plaintiff	Original

11.	Ex.A11	22.03.2013	Settlement deed executed by the 1st defendant, Ramalingam, in favour of the 3rd defendant, Rajendiran	True copy
12.	Ex.A12	12.09.2012	Complaint given by the plaintiff in the Judicial Magistrate Court, Arni C.C.82/13	Certified copy
13.	Ex.A13	03.02.2010 and 12.10.2009	Adangal for the suit property in the name of 1st and 2nd plaintiffs (Count-2)	Original
14.	Ex.A14	17.02.1961	Sale deed executed by Sadaya Gounder infavour of Kulla Gounder	True copy
15.	Ex.A15	17.04.1961	Sale deed executed by Kutty @ Kulla Gounder infavour of Sadaya Gounder	True copy
16.	Ex.A16	13.05.1998	Sale deed	True copy
17.	Ex.A17	17.04.2017	Letter sent by the Deputy Block Development Officer, to the 1st plaintiff, under the Right to information Act	Original
18.	Ex.A18	24.04.2017	Letter sent by the Mullipattu Grama Panchayat Secretary, to the 1st plaintiff, under the Right to information Act	Original
19.	Ex.A19	19.01.2018	Sale deed executed by the 3rd defendant infavour of the 5th defendant	True copy
20.	Ex.A20	06.03.2019	Legal notice sent by the plaintiffs with attached postal receipts	Office copy
21.	Ex.A21	23.03.2019	Reply notice sent by the 5th defendant	Office copy
22.	Ex.A22		Patta for the suit property in the name of 5th defendant, bearing patta no.9482	Computer copy
23.	Ex.A23		Patta for the suit property in the name of 1st defendant, bearing patta no.9124	Computer copy
24.	Ex.A24		Patta for the suit property in the name of 1st defendant, bearing patta no.666	Computer copy
25.	Ex.A25		"A" register for the Survey No.129/3A2A	Computer copy

26.	Ex.A26		Field Map for the Survey No.129/3A2A	Computer copy
27.	Ex.A27		Patta for the suit property in the name of 1st defendant, bearing patta no.9124	Computer copy
28.	Ex.A28		"A" register for the Survey No.129/3A1	Computer copy
29.	Ex.A29		Field Map for the Survey No.129/3B1	Computer copy
30.	Ex.A30		Patta for the suit property in the name of 5th defendant, bearing patta no.9482	Computer copy
31.	Ex.A31		"A" register for the Survey No.129/3A2B	Computer copy
32.	Ex.A32		"A" register for the Survey No.129/3B2	Computer copy
33.	Ex.A33		"A" register for the Survey No.129/3B3	Computer copy
34.	Ex.A34		"A" register for the Survey No.129/3B4	Computer copy
35.	Ex.A35		"A" register for the Survey No.129/3B5	Computer copy
36.	Ex.A36		"A" register for the Survey No.129/3B6	Computer copy
37.	Ex.A37		"A" register for the Survey No.129/3B7	Computer copy
38.	Ex.A38		Field Map for the Survey No.129/3A2B	Computer copy
39.	Ex.A39		Field Map for the Survey No.129/3B2	Computer copy

Defendant's side Witness and documents:

(i) Defendant's side witness:

DW1	Meenakshisundaram (5th Defendant)
DW2	Dhamodharan

(ii)Defendant's side Exhibits:

S.No.	EXHIBITS	DATE	DOCUMENTS	NATURE OF DOCUMENTS
1.	Ex.B1	05.09.1991	Sale deed executed by the 2nd plaintiff, in the name of Kuppusamy	True copy
2.	Ex.B2	05.04.2004	Sale deed executed by Kuppusamy, in the name of the 1st plaintiff	True copy
3.	Ex.B3	24.10.1990	Sale deed in the name of the 1st plaintiff	Certified copy
4.	Ex.B4		Sale deed executed by Kuppusamy, infavour of the 2nd plaintiff	Certified copy
5.	Ex.B5	05.12.2007	Sale deed executed by the 2nd defendant infavour of the 1st defendant	Certified copy
6.	Ex.B6	22.03.2013	Settlement deed executed by the 1st defendant infavour of the 3rd defendant	Certified copy
7.	Ex.B7	19.01.2018	Sale deed executed by the 3rd defendant infavour of the 5th defendant	Certified copy
8.	Ex.B8		Written statement filed by the 5th defendant in O.S.No.92/2018	Certified copy
9.	Ex.B9	07.09.2020	Decree in O.S.No.92/2018	Certified copy
10.	Ex.B10	01.02.2008	Writ petition filed by the 1st plaintiff in the Hon'ble High Court of Madras, W.P.No.3926/2008	Certified copy
11.	Ex.B11	14.03.2008	Order in the Writ petition filed by the 1st plaintiff in the Hon'ble High Court of Madras, W.P.No.3926/2008	True copy
12.	Ex.B12	04.02.2008	Affidavit filed by the plaintiff in Writ petition W.P.No.3926/2008	Certified copy
13.	Ex.B13	21.06.2007	Order in the Writ petition filed by the 1st defendant in the Hon'ble High Court of Madras, W.P.No.31785/2005	True copy
14.	Ex.B14	04.05.2016	Chitta for the patta nos. 9123, 9125, 9126,9127, 9128, 9129, and 9130 (count -7)	Certified copy

15.	Ex.B15	11.04.2022	Patta for the suit property in the name of 5th defendant, bearing patta no.9482	Computer copy
16.	Ex.B16	11.04.2022	Patta for the suit property in the name of 1st defendant, bearing patta no.666	Computer copy
17.	Ex.B17	27.09.2005	Writ petition filed by the 1st defendant in the Hon'ble High Court of Madras, W.P.No.31785/2005	Certified copy
18.	Ex.B18	27.09.2005	Affidavit filed by the 1st defendant in the Writ petition filed in the Hon'ble High Court of Madras, W.P.No.31785/2005	Certified copy
19.	Ex.B19		Joint compromise memo filed by the 1st defendant in W.P.No.31785/2005	Certified copy
20.	Ex.B20		Adangal for the suit property gin the Fasili 1427 (count -3 pages) (received under Right to Information Act)	True copy
21.	Ex.B21		Adangal for the suit property in the Fasili 1426 (count -3 pages) (received under Right to Information Act)	Truecopy
22.	Ex.B22		Layout approval for the plot granted by the President of Mullipattu Panchayat	Original

**District Munsif
Arni**