

IN THE COURT OF PRINCIPAL DISTRICT MUNSIF, CHEYYAR

TIRUVANNAMALAI DISTRICT

Present :- **Tmt. K. Naleeni, M.L.,**
Principal District Munsif,
Cheyyar, Thiruvannamalai.

Wednesday, the 18th day of March, 2026

O.S.No.108/2024

CNR.No.TNTM-08000-169-2024

Nirmala Nagarajan, W/o Nagarajan

.... Plaintiff

V.

1. Janakiraman, s/o Narasimhan
2. Arivudainambi, s/o Munusamy
3. Devaki, w/o Munusamy
4. Anandhi, w/o Janakiraman
5. Anbazhagi, w/o Chandirasekaran, D/o Munusamy
6. Arivazhagi, w/o Late Kumar, D/o Munusamy
7. Gowthamraj, s/o Saravanabavan
8. The Sub-Registrar – II, Thiruvethipuram

....Defendants

This suit came up for final hearing before me on 12.03.2026 in the presence of Mr. S. Anandhan, learned Advocate for the Plaintiff and Ms. N.J. Dhavapriya, learned Advocate for the 1st Defendant and Defendants 2,3,4,5,6,7 having been set exparte for non-appearance despite receipt of summons and 8th Defendant having been set exparte for non-filing of Written Statement and upon hearing both the sides and after careful perusal of the entire case records and having stood over for consideration till this day, this Court delivered the following:

JUDGMENT

This suit has been filed by the plaintiff seeking to *issue a mandatory injunction* directing the 8th defendant to remove the entry relating to House No. 9 found in the encumbrance certificate under Document No. 123/2024 in the office of the 8th defendant and also to pay the costs of the suit.

II. BRIEF AVERMENTS OF THE PLAINT:

- i) The plaintiff submits that the suit property absolutely belongs to her and that no other person has any manner of right, title or interest over the suit property. The plaintiff states that she purchased the suit property through registered Sale Deed dated 11.02.2005 for a valid consideration from Mr. Bharathachakravarthy, son of Jinendira Das Nainar and the said document was registered as Document No. 245/2005 in the office of the Sub-Registrar, Tiruvathipuram (Joint Sub-Registrar Office II). She further states that after purchasing the suit property, the plaintiff has been in continuous possession and enjoyment of the same without any interference from any person.
- ii) The plaintiff states that thereafter she obtained a loan from LIC Housing Finance Limited by mortgaging the suit property and the mortgage document was registered in the office of the 8th defendant as Document No. 849/2016. The plaintiff further states that after obtaining the said loan, the plaintiff constructed a house in the suit property and has been residing there. The plaintiff submits that subsequently she has fully discharged the loan obtained from LIC Housing Finance Limited and executed a discharge receipt dated 12.01.2024, which was registered as Document No. 123/2024.
- iii) The plaintiff further states that due to the plaintiff's ill health and in order to clear certain family debts and other financial difficulties, the plaintiff attempted to obtain a fresh loan on the security of the suit property and that

only at the time she had been informed by the office of the 8th defendant that an encumbrance relating to the suit property “House Site No. 9” is found and unless the said entry is removed, the registration of any fresh loan document cannot be made.

- iv) The plaintiff further states that she had already executed a Rectification Deed removing the description “House Site No. 9” in the schedule of property and the said Rectification Deed relating to the suit property was registered on 13.04.2007 in the office of the 8th defendant as Document No. 2625/2007.
- v) The plaintiff further states that the property belonging to the 1st defendant, which is situated adjacent to the suit property, is described as House Site No. 9. The said property was attached by an order passed by the Hon’ble Sub Court, Cheyyar, dated 21.03.2023 and the attachment was registered as Document No. 1/2023. Due to the said attachment, the plaintiff is unable to create any document relating to the suit property. The plaintiff further states that in fact, the suit property has absolutely no connection with the property that has been attached by the said court order. The extent, total area and four boundaries of the attached property are entirely different from those of the suit property.
- vi) The plaintiff further states that since the suit property has no connection with the property attached by the order of the Sub Court, Cheyyar and since the attached property actually belongs to the late Munusamy, the legal heirs of the said Munusamy have been impleaded as Defendants 2 to 7 in this suit. The 1st defendant, being the person who obtained the order of attachment, has also been impleaded as a party to this suit. The plaintiff states that all the necessary parties have thus been added as defendants in order to obtain proper orders from this Court.
- viii) The plaintiff further states that property attached by the Hon’ble Sub Court, Cheyyar originally belonged to the said Munusamy, who is now deceased,

and is presently being enjoyed by his legal heirs, namely Defendants 2 to 7. The property in their enjoyment has no connection whatsoever with the suit property. The plaintiff states that having no other alternative remedy, the plaintiff has filed the present suit seeking a direction to the 8th defendant to remove the entry relating to House Site No. 9 found in the encumbrance under Document No. 123/2024 relating to the suit property.

- ix) The plaintiff therefore prays to issue a mandatory injunction directing the 8th defendant to remove the entry relating to House No. 9 found in the encumbrance certificate under Document No. 123/2024 in the office of the 8th defendant and that in the event the 8th defendant fails to cancel the said entry, the Court to pass order directing the 8th Defendant to cancel the entry relating to the mortgage suit property and also to pay the costs of the suit.

III. BRIEF AVERMENTS OF THE WRITTEN STATEMENT OF THE 1ST DEFENDANT AS FOLLOWS:

- i) The defendant states that he has previously instituted a suit in OS 120/2017 before the Hon'ble Principal Sub Court, Cheyyar, for recovery of jewels from the 2nd defendant and his deceased father, Munusamy and further states that the suit was decreed in favour the defendant on 24.04.2018. He further states that during the lifetime of Munusamy, the defendant has initiated Execution Proceedings in E.P. No. 39/2021 against him and the 2nd defendant, which is pending before the Hon'ble Sub Court.
- ii) The defendant further states that in the meantime, the said Munusamy passed away intestate leaving behind his wife (3rd defendant) and his legal heirs, namely the 2nd to 6th defendants. The 7th defendant's mother predeceased Munusamy in the year 2010 and hence the 7th defendant was impleaded as her legal representative.

- iii) The defendant further submits that the Hon'ble Sub Court, Cheyyar has attached Plot no. 9 which belonged to the deceased Munusamy in EP 39/2021 by way of an order dated 21.03.2023. He further states that the property mentioned in the present suit is situated to the east of the property attached in the said Execution Proceedings. The defendant further states that the description of the suit property, including its boundaries and extent as mentioned by the plaintiff in the present suit is entirely different from the property attached in OS. No. 120 of 2017. The suit property is in no way connected or related to the property covered under the previous suit or pending execution petition.
- iv) The defendant submits that he has carefully gone through the contents of the plaint and states that he has no objection to the reliefs sought by the plaintiff in the suit and submits that he does not claim any right, title or interest over the suit property provided his attachment in the property of Munusamy is undisturbed.

IV. ISSUES FOR DETERMINATION:

On perusal of records, Plaint, Written Statement and after hearing both side counsels, this court framed the Issues on 14.11.2025 which are as follows :-

- 1) Whether the Plaintiff is entitled for the relief of mandatory injunction directing the 8th defendant to remove the encumbrance in Document no. 123/2024?
- 2) Whether the plaintiff is entitled for any other relief?

V. ORAL AND DOCUMENTARY EVIDENCE:

On the side of the Plaintiff, Plaintiff was examined as PW1 and Exhibits A1 to Exhibits A4 namely, Exhibit A1 – Certified copy of Encumbrance from

01.01.2005 to 05.11.2024 with respect to Documents 1/2023 and 123/2024, Exhibit A2 – Certified copy of the Encumbrance Certificate from 01.01.2016 and 31.12.2016 with respect to Document no. 849/2016, Exhibit A3 – Certified copy of the Sale Deed dated 11.02.2005 and Exhibit A4 – Certified copy of the Rectification Deed dated 13.04.2007 are marked through her. No further witness was adduced on the plaintiff side and hence, the plaintiff side evidence was closed.

On the side of the Defendant, the 1st Defendant was examined as DW1 and no document was marked through him. Hence, the defence side evidence was closed.

VI. SUBMISSIONS BY BOTH SIDES:

The learned counsel for the plaintiff submitted that the plaintiff is the absolute owner of the suit property having purchased the same under a registered Sale Deed dated 11.02.2005 registered as Document No. 245/2005 in the office of Thiruvathipuram. He further contended that though the original sale deed contained the description “House Site No. 9”, the same was subsequently rectified by a registered Rectification Deed dated 13.04.2007 (Doc No. 2625/2007), thereby removing the erroneous description. The plaintiff had mortgaged the property in the year 2016 (Doc No. 849/2016), and significantly, no such description of “House Site No. 9” finds place in the said mortgage document, which establishes that the rectification had taken effect. He further contends that however, in the discharge document dated 12.01.2024 (Doc No. 123/2024), the erroneous entry has been wrongly reintroduced in the encumbrance. The learned counsel further submitted that the attachment effected in E.P. No. 39/2021 (Doc No. 1/2023) relates to a different property belonging to Munusamy. The survey number, extent and four boundaries of the suit property are entirely distinct from the attached property. Due to the wrongful encumbrance

entry, the plaintiff is unable to deal with the property, thereby causing serious prejudice. Hence, he therefore argued that the entry is purely clerical in nature and liable to be removed and states the plaintiff is entitled to the relief of mandatory injunction.

On the other hand, the learned counsel for the 1st defendant gave his written submissions stating that he has filed a suit in OS 120 OF 2017 before the Hon'ble Sub Court, Cheyyar against the 2nd defendant and his father Munusamy for recovery of jewels and Rs. 35,000/- and the said suit was decreed in his favour on 24.04.2018. He further submits that he has initiated execution proceedings in E.P. No. 39/2021 and the Hon'ble Sub Court, Cheyyar by order dated 21.03.2023 has attached Plot no. 9 belonging to Munusamy and registered as Document No. 1/2023. He further states that he has been impleaded in the present suit only in view of the attachment made in E.P no. 39 of 2021 in respect of Plot no. 9 belonging to the deceased Munusamy and that he has no independent claim over the suit property described in the plaint schedule. He further states that the property attached in the EP is entirely different from the suit property and that the description, extent and boundaries of the suit property are entirely different from the attached property. He does not claim any right, title or interest over the suit property. Hence, he submits that he has no objection for granting the reliefs sought by the plaintiff in the present suit. However, he submits that his rights arising out of the decree and attachment in OS 120 of 2017 and in EP 39 of 2021 over Plot no. 9 should not be affected or prejudiced. He further states that the deceased Munusamy purchased plot no. 9 vide Document no. 1791 of 2003 on 27.11.2003 and that the plaintiff purchased subsequently on 11.02.2005. Thus, the learned counsel for the 1st defendant submitted that he has no objection to the relief sought by the plaintiff, provided the attachment over the property of Munusamy remains unaffected.

VII. DETERMINATION OF ISSUES:

1) ISSUE NO. 1: Whether the Plaintiff is entitled for the relief of mandatory injunction directing the 8th defendant to remove the encumbrance in Document no. 123/2024?

i) According to Section 101 of the Indian Evidence Act, 1872, (Section 104 of the Bharatiya Sakshya Adhinyam, 2023), the burden of proving the present case rests upon the plaintiff. This suit has been filed by the plaintiff seeking to *issue a mandatory injunction* directing the 8th defendant to remove the entry relating to House No. 9 found in the encumbrance certificate under Document No. 123/2024 in the office of the 8th defendant. The plaintiff in order to prove her case, examined herself as PW 1 and exhibits A1 to A4 have been marked through her.

ii) The plaintiff states that she has purchased the suit property through registered Sale Deed dated 11.02.2005 for a valid consideration from Mr. Bharathachakravarthy, son of Mr. Jinendra Das Nainar and the said document was registered as Document No. 245/2005 in the office of the Sub-Registrar, Tiruvathipuram (Joint Sub-Registrar Office II). The plaintiff in support of it, has marked Exhibit A3. On careful perusal of the **Exhibit A3**, it could be seen that on 11.02.2005, the plaintiff has purchased the suit property (vacant plot) from one Mr. Bharathachakravarthy on 11.02.2005 and the same has been registered as Document no. 245/2005 in the office of the Sub-Registrar, Cheyyar. The suit property has been described as “No.51, Painginar village, punjai comprised in Survey no. 99/1B measuring an extent of 1755 sq. feet out of 0.91 cents- East to west 27 feet, North to south 65 feet measuring about 1755 sq. feet **in House no. 9** bounded on East by Shakunthala Plot, West by Ganesan plot, South by Kannan punjai land and North by road.”

iii) The plaintiff further states that she has obtained a loan from LIC Housing Finance Limited by mortgaging the suit property and the mortgage document was registered in the office of the 8th defendant as **Document No. 849/2016** and that subsequently she has fully discharged the loan obtained from LIC Housing Finance Limited and executed a discharge receipt dated 12.01.2024, which was registered as **Document No. 123/2024**. The plaintiff in support of her contention has marked Exhibits A2 and Exhibits A1 which are the certified copies of the Encumbrance Certificates of the Document no. 849/2016 and Document no.123/2024. A careful perusal of Exhibit **A2** reveals that the plaintiff has mortgaged the aforesaid suit property to the LIC Housing Finance Limited on 7th March, 2016 in **Document no. 849/2016**. Further on perusal of Exhibit A1, it could be seen that the said mortgage has been **discharged** by the plaintiff through Discharge deed dated 12.01.2024 in **Document no. 123/2024**.

iv) The plaintiff states that she had already executed a Rectification Deed removing the description “House Site No. 9” and the said Rectification Deed relating to the suit property was registered on 13.04.2007 in the office of the 8th defendant as **Document No. 2625/2007**. The plaintiff in order to prove the above has marked **Exhibit A4**, which is the certified copy of the Rectification deed dated 13.04.2007. The perusal of the same clearly reveals that the vendor in the Document no. 245/2005 namely Mr. Bharathachakravarthy, has executed a Rectification Deed dated 13.04.2007 specifying that the description House site no. 9 be removed and the **rectified description** of the suit property has been stated without the “House site no. 9” and has been described as follows: “*No. 51, Painginar village, punjai in Survey no. 99/1B- Vacant Land measuring East to west 27 feet, North to south 65 feet measuring about 1755 sq. feet out of 0.91 cents having bounded on the East by Shakunthala Plot, West by Ganesan plot, South by Kannan punjai land and North by road.*” Thus, from the perusal of the above, it

could be seen that the House site no. 9 in the suit property has been removed by way of rectification deed.

v) The plaintiff further states that due to the plaintiff's ill health and in order to clear certain family debts and other financial difficulties, the plaintiff attempted to obtain a fresh loan on the security of the suit property and that only at the time she had been informed by the office of the 8th defendant that an encumbrance relating to the suit property "House Site No. 9" is found and unless the said entry is removed, the registration of any fresh loan document cannot be made.

vi) The plaintiff further states that the property belonging to one Munusamy, which is situated adjacent to the suit property, is described as House Site No. 9. The said property was attached by an order passed by the Hon'ble Sub Court, Cheyyar, dated 21.03.2023 and the attachment was registered as Document No. 1/2023. Due to the said attachment, the plaintiff is unable to create any document relating to the suit property. The parties in the above suit have been impleaded as defendants in this suit. Further, as the said Munusamy had died, his legal heirs have been impleaded as defendants 2 to 7 in the suit. Hence, *the attachment which shows in Document no. 123/2024 with regard to House site no. 9 have to be removed.* The plaintiff in order to prove the same has marked **Exhibit A1** which is the Certified copy of the Encumbrance Certificate. On perusal of A1, it could be seen that in the Document no. 123/2024, the loan was discharged by the plaintiff from the LIC Housing Finance Limited. However, in the description of the schedule properties in the above exhibit, it reflects as "House no. 9". Though the plaintiff has rectified and removed the said "House no. 9" by way of Rectification deed marked as Exhibit A4, the discharge deed still reflects the same. On perusal of the entry in **Document no. 1/2023**, it is clear that the attachment has been made only with respect to House no. 9 based on the order of the Hon'ble Sub Court between the 1st defendant and Munusamy and now his legal heirs.

vii) On careful perusal of the **description** of the suit properties, it could be seen that the **extent** of the plaintiff suit property is of 1755 sq. feet and the extent of the property attached is of 1800 sq. feet. Further the **boundaries** of the plaintiff suit property are different from the boundaries attached by the 1st defendant in the property of the 2nd to 7th defendants. The plaintiff PW1 was cross examined by the 1st defendant and she remained unrebutted throughout her cross examination. She deposed evidence in line with her pleadings. Further, it could be seen that the Survey numbers of the suit property on perusal of the Exhibit A3 and Exhibit A4, is mentioned as **99/1B**. However, the survey number of the property which is attached is mentioned as Survey no. **99/1B1**. It is well settled position of law that **boundaries prevail over the survey number and extent**. Thus, it has been clearly established that in the present case at hand, **the extent, boundaries and both the properties are entirely different**.

viii) Further, the 1st defendant was subjected to cross examination by the Plaintiff Counsel and during the cross examination, the 1st defendant has admitted the entire case of the Plaintiff. The 1st defendant also admitted that he has attached a different property and not the suit Schedule Property. The relevant portions are extracted hereunder as follows: “நான் மேற்படி நிறைவேற்று மனுவில் ஜப்தி செய்யப்பட்ட சொத்தும் இந்த வழக்கில் உள்ள சொத்தும் வெவ்வேறு என்று சொன்னால் சரிதான். அது போல் இரு சொத்துக்களை விஸ்தீரணம், ஜக்குபந்தியும் வெவ்வேறு என்று சொன்னால் சரிதான். நான் ஜப்தி செய்யப்பட்ட சொத்து ஆனது ஆவண எண்1/2023 , 21.03.2023 என்று சொன்னால் சரிதான். அதனால் **இரு சொத்துக்களும் வெவ்வேறு என்பதனால் இந்த வழக்கின்படி தீர்ப்பளிக்க எனக்கு எந்த ஆட்சேபமையும் இல்லை என்று சொன்னால் சரிதான்**”.

ix) Thus, from the perusal of the above testimony, it is explicit that the suit property and the property attached by the Hon'ble Sub Court, Cheyyar are entirely different. Since the 1st defendant has expressly admitted the aforesaid facts in toto, they need not be proved as per section 58 of Indian Evidence Act, 1872 (Section 53 of the Bharatiya Sakshya Adhiniyam, 2023).

x) However, despite the Plaintiff having executed a Rectification Deed dated 13.04.2007 removing the said "House Site No. 9" from the schedule of property, the same has been reflected in Document No. 123/2024, which is the discharge receipt relating to the loan obtained by the Plaintiff. Further, even in the prior document, which is the execution of the mortgage by the plaintiff with the LIC Housing Finance Limited in Document no. 849/2016 dated 07.03.2016, there is no mention of House site no. 9. Thus, the mention of House no. 9 in the Encumbrance Certificate with regard to Document no. 123/2024, is wrong and the same has to be removed.

xi) Thus, the plaintiff has established her case through oral and documentary evidence and has proved that the suit property and the attached properties are entirely different. Further the 1st defendant himself has admitted the entire case of the Plaintiff in his cross examination. Therefore, this Court finds that the plaintiff is entitled for the relief prayed for. Hence, the 8th defendant is directed to remove the said encumbrance in the Document 123 /2024 *as the "House site no. 9"* has not only been removed from the Plaintiff's schedule of property by way of Rectification Deed dated 13.04.2007 but also that the property attached by the 1st Defendant belonging to Munusamy and legal heirs is the House site no. 9 and that the suit property and the property attached are entirely different.

Accordingly, Issue no. I is decided in favour of the plaintiff.

2) **ISSUE NO. 2:** To what other reliefs, the plaintiff is entitled to?

No other reliefs.

VIII. RESULT:

In the result, the suit is decreed as prayed for. No costs.

The Sub-Registrar II, Cheyyar, is hereby *directed to remove the “House site no. 9” reflected in the Plaintiff Document no. 123/2024, as it has been clearly established that both the properties are different, the Sub- Registrar II, is directed to raise the encumbrance reflected in the Document no. 123/2024 dated 12.01.2024.* Further, the property attached by the Hon’ble Sub Court, Cheyyar in OS 120 of 2017 in Document no. 1 /2023 shall not be disturbed.

Directly typed in my Laptop, corrected and pronounced by me in the open court, on this the 18th day of March, 2026.

**Principal District Munsif,
Cheyyar.**

VIII. Annexures:

1. **Plaintiff side Witness:-**

PW.1 : Nirmala Nagarajan.

2. Exhibits marked on the side of the Plaintiff:-

S. no	Exhibit	Date	Particulars of the Exhibits	Nature of the Exhibits
1.	Ex. A1		Encumbrance Certificate from 01.01.2005 to 05.11.2024 with respect to Documents 1/2023 and 123/2024	Certified copy
2.	Ex. A2		Encumbrance Certificate from 01.01.2016 and 31.12.2016 with respect to Document no. 849/2016	Certified copy
3.	Ex. A3	11.02.2005	Sale Deed dated 11.02.2005	Certified copy
4.	Ex. A4	13.04.2007	Rectification Deed dated 13.04.2007	Certified copy

2. Defendant side witnesses and Exhibits:

D.W.1: Mr. Janakiraman

Exhibits: NIL

3. Court Witness and Exhibits: Nil

**Principal District Munsif,
Cheyyar.**