

**IN THE COURT OF THE 1st ADDITIONAL DISTRICT AND SESSIONS
JUDGE, TIRUVALLUR**

Present : Tmt. S. TASNEEM, M.L.,
1st Additional District and Sessions Judge
Tiruvallur

Friday, dated the 24th day of April, 2026

O.S.No.214/2021 (OS 176/2018)

K.B.Venkatesan . . . Plaintiff

/Vs/

1. K.Gurusamy (died)
 2. K.Ravindiran
 3. N.Ragavendiran
 4. Balaji
 5. The Sub-Registrar,
Perambakkam
 6. The Tahsildar, Tiruvallur
 7. The District Collector, Tiruvallur
 8. G.Mohanakrishnan
 9. G.Ramachandran
- (D8 & D9 added amended as per order in
IA 7/2023 dated 11.10.2023).

. . . Defendants

O.S.No.286/2018

1. P.N.Balaji
2. P.N.Raghavendhiran . . . Plaintiffs

/Vs/

1. K.B.Venkatesan
 2. S.V.Sekar
 3. Suyam Prakash
- (D3 added amended as per order in IA.No.8/2022
dated 14.06.2022)

...Defendants

The above two suits were taken up for common trial as per the order passed by the Principal District Judge, Tiruvallur in O.P.No.193 of 2019 and coming before me for final hearing on 06.04.2026, in the presence of Tr.R.K.Baskar Kumaravel, Learned Counsel for the Plaintiff in OS 214/2021 (the 1st Defendant in O.S.No.286/2018), Tr.M.K.Subramani, Learned Counsel for the Defendants 3 & 4 in O.S.No.214/2021 (Plaintiffs in O.S.No.286/2018), Tr.G.Balu, Learned counsel for the D2 in O.S.No.286/2018, Tr.John, Learned Counsel for the D3 in O.S.No.286/2018, the 1st defendant having died during the pendency of the suit in O.S.No.214/2021, D2, D5, D7 remains exparte in O.S.No.214/2021; and upon hearing arguments from both sides and perusing the case records, and after standing over for consideration till this day, this Court delivers the following:-

COMMON JUDGMENT

OS 286 of 2018

Relief in OS No.286 of 2018

Suit for Declaration and consequential injunction; Declaring the plaintiffs' right and title over the suit property; to grant consequential injunction restraining the defendants from interfering with possession; and for Granting permanent injunction restraining creation of encumbrance or alienation; and for costs of the suit.

2) Brief averments of the Plaint in OS No.286 of 2018:-

The plaintiffs submit that an extent of 1.04 acres comprised in Survey No. 254 belongs to Late Mr. Gopal Rao, the great-grandfather of the plaintiffs. He was in possession and continuous enjoyment of the property during his lifetime. Mr.

Gopal Rao died prior to 1950. After his demise, his son, Mr. Gopaldaswami Rao, the grandfather of the plaintiffs, was in possession and enjoyment of the property. Except the aforesaid persons, no one had any right or title over the suit schedule mentioned property. For time immemorial, for more than 120 years, the above said persons have been in continuous possession and enjoyment without any let or hindrance. Even today, the patta for the property stands in the name of Mr. Gopaldaswami Rao in Patta No. 55.

That Mr. Gopaldaswami Rao, the grandfather of the plaintiffs, died intestate on 26.03.1975, leaving behind his only son, Mr. Nagaraja Rao. Prior to that, the grandmother of the plaintiffs, namely Smt. Tharabai, predeceased her husband. After the demise of Mr. Gopaldaswami Rao, his only son, Mr. Nagaraja Rao, continued to be in possession and enjoyment of the property without any let or hindrance. Subsequently, the plaintiffs' father, Mr. Nagaraja Rao, died intestate on 29.06.1983, leaving behind his wife, Smt. Sagunthala, who continued to be in possession and enjoyment of the property. She died on 31.07.2003, leaving the plaintiffs as her legal heirs. Now, as lawful legal heirs and owners of the suit schedule mentioned property, the plaintiffs are in constructive possession and enjoyment of the same without any let or hindrance.

The plaintiffs further submit that originally their ancestors hailed from Perambakkam Village and belonged to the Raya @ Rao family. Their family resided at Van-

niyar Street, Perambakkam Village. Due to occupation, they shifted to Chennai. However, the plaintiffs' grandfather continued in constructive possession by appointing Mr. Kuppan Reddy of Perambakkam Village. After the demise of the plaintiffs' grandfather, the plaintiffs' father continued to cultivate the land through Mr. Kuppan Reddy. Now, Mr. Sivakumar, S/o Kuppan Reddy, continues to look after the property. The patta still stands in the name of the plaintiffs' grandfather, Mr. Gopalaswami Rao. The plaintiffs are paying kist for the property and are in constructive possession and enjoyment of the same. Except the plaintiffs, no one else has any right or title over the property.

The plaintiffs further submit that, being the absolute owners of the property, they appointed the 2nd defendant as their power agent on 05.07.2006, vide Document No. 2898/2006 on the file of the SRO, Ambattur. Subsequently, the 2nd defendant did not act upon the power of attorney and did not come forward to promote or alienate the suit property to bona fide purchasers. Of late, the 2nd defendant started acting against the interest of the plaintiffs. Therefore, the plaintiffs cancelled the General Power of Attorney dated 05.07.2006 on 29.06.2018, vide Document No. 1376/2018 on the file of the SRO, Perambakkam. The said cancellation is well known to the 2nd defendant. However, the 2nd defendant is now making a false claim over the suit schedule mentioned property. The relationship of principal and agent stood terminated on the date of cancellation.

The plaintiffs further submit that on 16.07.2018, they received a notice from the counsel for the 1st defendant stating that a suit in O.S. No. 176/2018 on the file of the Sub Court, Tiruvallur, had been filed by the 1st defendant against the plaintiffs with regard to 0.07 acres out of 1.04 acres. This came as a shock and surprise to the plaintiffs. The said suit is collusive and vexatious, filed with an intention to grab a portion of the property. The 1st defendant is a complete stranger to the property and has never been in possession of the same, either jointly or separately. Any document created by anyone with regard to the suit property will not bind the plaintiffs and will not confer any right upon the 1st defendant or third parties. The said suit is liable to be struck out.

The plaintiffs further submit that the 1st defendant is attempting to interfere with the property by unlawful means and has also threatened Mr. Sivakumar, who is looking after the property. On 06.08.2018, the 1st defendant, along with his henchmen, made an illegal attempt to trespass into the property, which was resisted by the plaintiffs with the help of village elders. A complaint was lodged before the Mappedu Police Station. The 1st defendant has threatened to carry out his intentions at any cost. If such attempts succeed, the plaintiffs will suffer irreparable loss and hardship. The 2nd defendant is also attempting to create encumbrance based on the cancelled power of attorney. Any such act will lead to multiplicity of proceedings. Any document created without the knowledge of the plaintiffs will not bind them.

The plaintiffs submit that the 3rd defendant is an absolute stranger to the suit property. If there is any agreement of sale or unregistered sale deed, it is open to the 3rd defendant to file a suit for specific performance against the concerned parties. The plaintiffs reserve their right to file a rejoinder after the written statement of the 3rd defendant. Therefore, the plaintiffs have filed this suit for declaration of their title and for consequential injunction restraining the defendants from interfering with their peaceful possession and from creating any encumbrance or alienation over the suit property.

3) Written Statement of the 1st Defendant in brief :-

This defendant submits that out of the total extent of 1.04 acres, an extent of 0.07 cents forms part and parcel of the said land, and the said property is the ancestral property of this defendant's father, Late Balasamy, and his brothers K. Ragavendran and Munusamy, and the property was allotted to them as per a Partition Deed dated 10.04.1969, pursuant to which they were in joint possession and enjoyment, and no further partition has taken place; this defendant further submits that a suit for partition and permanent injunction in O.S. No. 176 of 2018 has already been filed before the Sub Court, Tiruvallur, against the plaintiffs and the same is pending; the defendant denies the averments in the plaint that the suit property originally belonged to Late Gopal Rao and thereafter devolved upon Gopalsamy and subsequently upon the plaintiffs' father Nagaraja Rao and thereafter upon the plaintiffs, and also denies the allegations regarding Kuppan Reddiar and his son and the alleged incident dated

06.08.2018, as false and incorrect; this defendant further submits that neither the plaintiffs nor their agents have ever been in possession and enjoyment of the suit property, and in fact one Suyamprakash, S/o Late Chandriah Naidu of Perambakkam, has alone been in possession and enjoyment of the entire extent of 1.04 acres for the past 10 years.

The suit lacks cause of action. The suit has been improperly valued and the valuation is incorrect, and the Court fees paid is also incorrect. Hence the 1st defendant prays to dismiss the suit.

4) Written Statement of the 2nd Defendant in brief :-

The 2nd defendant submits that the suit is not maintainable either in law or on facts and is liable to be dismissed in limine, and all the averments in the plaint are denied as false, frivolous, and concocted except those specifically admitted, and the plaintiffs are put to strict proof of the same; it is admitted that the suit property originally belonged to Late Gopal Rao and thereafter devolved upon his son Nagaraja Rao and subsequently upon the plaintiffs, who were in possession until execution of the General Power of Attorney dated 05.07.2006 in favour of this defendant, but it is submitted that prior to the said power, the plaintiffs had appointed one Kuppan of Perambakkam Village as power agent, who entered into a sale agreement with one M. Chandraiah, which could not be completed, and thereafter at the request of the plaintiffs this defendant was appointed as General Power of Attorney under Document No. 2898/2006, duly attested and ratified by the earlier agent Kuppan; this

defendant further submits that pursuant to such authority, the plaintiffs agreed to sell the suit property to Mr. C. Suyam Prakash for a total consideration of Rs. 3,00,000/- and Rs. 45,000/- for family expenses, which amount was directly received by the plaintiffs in the presence of this defendant, and possession along with title documents was handed over to the purchaser, who thereafter took physical possession, carried out development work, and enjoyed the property by cutting and selling trees; it is specifically denied that the power of attorney was not acted upon or that this defendant acted against the interest of the plaintiffs, and it is stated that delay in execution of the sale deed was due to an intervening mortgage dated 14.06.2007, which was later cancelled on 26.06.2018 after action initiated by the purchaser through Anti-Land Grabbing Cell proceedings, and thereafter this defendant executed the sale deed on 25.06.2018 in favour of the purchaser and uploaded the same for registration; it is further submitted that when this defendant approached the Sub-Registrar for registration, one of the plaintiffs gave an objection letter after execution of the sale deed, which has no legal validity, and the alleged cancellation of the power of attorney without prior notice is illegal and non est in law, as prior notice is mandatory and hence the agency was not validly terminated; it is further submitted that the Sub-Registrar illegally refused registration based on such objection, and the purchaser filed W.P. No. 18915 of 2018 before the Hon'ble High Court of Madras, wherein the authorities agreed to consider registration, and the sale documents were received and kept pending, and the plaintiffs were aware of the same even prior to filing this suit; it is further submitted that the purchaser has been in lawful possession

and enjoyment of the property from the date of sale, and the plaintiffs, taking advantage of escalation in land value, have attempted unlawful enrichment and have filed this vexatious suit with ulterior motives, and this defendant has already issued a legal notice dated 05.07.2018 to the plaintiffs and the Sub-Registrar; it is admitted that the historical title and possession as stated in para 3 of the plaint is true only till the execution of the sale deed in favour of the purchaser, but the averments in para 4 are denied as false since the plaintiffs were not in possession after receipt of sale consideration, and the averments in para 5 are partly incorrect as the purchaser has been in possession as owner, and the allegations regarding non-performance and cancellation of power of attorney are denied except the fact of execution of power; it is further submitted that the suit is devoid of merits, the plaintiffs have no prima facie case, and the balance of convenience is in favour of this defendant and the purchaser, and if the suit is not dismissed, this defendant and the purchaser will suffer irreparable loss and hardship, and the suit is also bad for non-joinder of necessary parties.

5) Written Statement of 3rd Defendant in brief :-

The 3rd defendant submits that the suit is not maintainable in law or on facts and is liable to be dismissed as infructuous, and that he is the absolute owner of the suit property and has been in possession and enjoyment from the date of execution and uploading of the sale deed on 25.06.2018; it is submitted that the suit property originally belonged to Late Gopal Rao, the great-grandfather of the plaintiffs, and thereafter devolved upon his son Mr. Nagaraja Rao, and subsequently the plaintiffs

were in possession until execution of the General Power of Attorney dated 05.07.2006 in favour of the 2nd defendant; it is further submitted that prior to the said power, the plaintiffs had appointed one Kuppan of Perambakkam Village as power agent, who entered into an agreement of sale with one M. Chandraiah, which could not be completed, and thereafter the plaintiffs appointed the 2nd defendant as General Power of Attorney under Document No. 2898/2006, duly attested and ratified by the earlier agent Kuppan; it is further submitted that at the request of the plaintiffs, the 3rd defendant agreed to purchase the suit property for a total consideration of Rs. 3,00,000/- and Rs. 45,000/- for family expenses, which amount was directly received by the plaintiffs in the presence of the 2nd defendant, and possession along with original documents was handed over to the 3rd defendant, who thereafter took physical possession, carried out development work by spending Rs. 25,000/- for levelling and reclamation, and has been in continuous enjoyment of the property by cutting and selling trees; it is specifically denied that the power of attorney was not acted upon or that the 2nd defendant acted against the interest of the plaintiffs, and it is submitted that delay in registration was due to a mortgage dated 14.06.2007, which was subsequently cancelled on 26.06.2018 after action initiated by the 3rd defendant through Anti-Land Grabbing Cell proceedings, and thereafter the 2nd defendant executed the sale deed on 25.06.2018 in favour of this 3rd defendant and uploaded the same for registration; it is further submitted that when the defendants approached the Sub-Registrar, Perambakkam, an objection letter was given by one of the plaintiffs after execution of the sale deed, which is illegal, unauthorized, and has no

legal sanctity, and the alleged cancellation of the power of attorney without prior notice is invalid and non est in law, as no valid termination of agency took place; it is further submitted that the Sub-Registrar illegally refused registration based on such objection and issued a refusal check slip, which is contrary to the Registration Act and principles of natural justice, and therefore the 3rd defendant filed W.P. No. 18915 of 2018 before the Hon'ble High Court of Madras, wherein the authorities agreed to consider registration, and the sale documents were received and kept pending, and the plaintiffs were aware of the same even prior to filing of the present suit, and an appeal has also been filed before the District Registrar, and the 3rd defendant reserves the right to file additional written statement; it is further submitted that as on the date of execution and uploading of the sale deed, the 3rd defendant is in lawful possession and enjoyment of the property and no amount is due, and the plaintiffs, taking advantage of escalation of land value, have acted with ulterior motives for unlawful enrichment, amounting to cheating, breach of contract, and land grabbing, and the suit has been filed on the instigation of third parties, and a legal notice dated 05.07.2018 has already been issued; it is admitted that the averments in para 3 of the plaint regarding original title and possession are true only up to the execution of the sale deed in favour of the 3rd defendant, but the averments in para 4 are denied as false since the plaintiffs were not in possession after receipt of sale consideration, and the averments in para 5 are partly incorrect as the 3rd defendant has been in possession as owner, and the allegations regarding non-performance and cancellation of power of attorney are denied except the fact of execution of the power; it is further

submitted that the 3rd defendant is not a stranger but a bona fide purchaser for value, and the suit is devoid of merits, there is no cause of action, the court fee is incorrect, the plaintiffs have no prima facie case, the balance of convenience is in favour of the 3rd defendant, and if the suit is not dismissed, the 3rd defendant will suffer irreparable loss and hardship, and the suit is also bad for non-joinder of necessary parties.

6) Issues framed in OS No.286 of 2018 :-

- 1) Whether the suit property belongs to the plaintiff as alleged?
- 2) Whether 0.07 cents is part of Acre 1.04 cent and belongs to the father of first defendant Gopalasamy and his father as alleged by the 1st defendant?
- 3) Whether the second defendant as power of attorney agent of plaintiff sells the suit property to one C.Suyamprakash as alleged?
- 4) Whether the plaintiffs received the sale consideration as alleged by 2nd defendant?
- 5) Whether the plaintiffs are in possession of the suit property?
- 6) Whether the plaintiffs are entitled to a decree of declaration of title to the suit property?
- 7) Whether the plaintiffs are entitled to permanent injunction as prayed for?
- 8) To what other relief the plaintiffs are entitled?

OS 214 of 2021

7) Relief in OS No.214 of 2021

Suit for Partition, Permanent Injunction and Mandatory Injunction :-

- i) For partition of Item No.1 of the suit schedule property into three equal shares and

for allotment of one such share to the plaintiff by metes and bounds;

ii) For permanent injunction restraining defendants 3 and 4 from in any manner alienating or creating encumbrance over Item No.2 of the suit schedule property till the partition is effected through Court;

iii) For permanent injunction restraining the 5th defendant (Sub-Registrar) from entertaining or registering any document such as sale deed, mortgage, power of attorney, or any other document pertaining to Item No.2 of the suit schedule property through defendants 3 and 4 or their agents/executors, till the partition is effected through Court;

iv) For mandatory injunction directing the 6th defendant (Tahsildar) to delete all mutations in the revenue records, including patta, chitta, and adangal, standing in the names of defendants 3 and 4 or their predecessors, agents, or executors, in respect of Item No.2 of the suit schedule property, till partition is effected through Court;

v) For costs of the suit;

8) Plaint averments in OS No.214 of 2021 :-

The plaintiff submits that he is the son and legal heir of Late K. Balasamy, and that the suit properties form part of the ancestral family properties which were partitioned under a registered Partition Deed dated 10.04.1969 in Document No. 1548 of 1969 on the file of the Sub-Registrar, Tiruvallur, wherein the properties were divided into "A", "B", "C", "D", and "E" schedules, and the "E" schedule property, which includes Item No.1 of the suit property herein, was kept in common possession and enjoyment of the sharers, namely the plaintiff and defendants 1 and 2, who are brothers of the plaintiff's father, and thus all of them are entitled to equal shares, and Item No.2 of the suit property forms part and parcel of Item No.1 and is part of a larger extent of 1.04 acres in Survey No. 254; the plaintiff

further submits that defendants 3 and 4 are strangers to the suit property and have no manner of right or title over Item No.2, but are attempting to unlawfully alienate the same in collusion with the 5th defendant by fabricating and manipulating documents, and are also attempting to mutate revenue records and obtain patta through the 6th defendant, though the property is not subdivided and cannot be identified separately on ground, making such acts illegal and unsustainable; the plaintiff submits that since the second week of June 2018, defendants 3 and 4 have been negotiating with third parties through brokers to sell the property, and if they succeed, the plaintiff and defendants 1 and 2 will suffer irreparable loss and hardship; the plaintiff further submits that he demanded partition on 02.07.2018 seeking division of Item No.1 into three equal shares and allotment of his share, but the same was refused by defendants 1 and 2, and taking advantage of the non-subdivision, defendants 3 and 4 are attempting alienation; hence the plaintiff has filed the present suit seeking partition of Item No.1 into three equal shares and allotment of one share to him by metes and bounds, permanent injunction restraining defendants 3 and 4 from alienating or encumbering Item No.2 till partition, permanent injunction restraining the 5th defendant from registering any document relating to Item No.2 through defendants 3 and 4 or their agents, and mandatory injunction directing the 6th defendant to cancel mutations in revenue records such as patta, chitta, and adangal standing in the names of defendants 3 and 4 or their predecessors

9) Brief averments of Written Statement of defendants 3 and 4 :-

The defendants 3 and 4 submit that the suit is false, frivolous, vexatious, and

not maintainable either in law or on facts, and all the averments in the plaint are denied except those specifically admitted, and the plaintiff is put to strict proof of the same; as a preliminary objection, these defendants submit that the plaintiff has no locus standi to file the suit with regard to Serial No.1 of Item No.1 of the suit schedule property, and the suit filed as though the plaintiff and defendants 1 and 2 are in possession is not maintainable, and the suit has been filed at the instigation of land grabbers of Perambakkam Village in collusion with relatives and is liable to be dismissed in limine; without prejudice, these defendants deny that the plaintiff is the sole legal heir of Late Balasamy, deny the alleged partition and allotment of Item No.1 as "E" Schedule property, and deny that the plaintiff and defendants 1 and 2 have any share or joint possession, as false and fabricated; these defendants further deny that they are strangers to the property and state that the plaint is vague and contradictory as to whether Survey No.254 relates to Item No.1 or Item No.2, and the plaintiff has misrepresented facts with mala fide intention; these defendants deny allegations of attempted sale, mutation, or refusal of partition on 02.07.2018 as false and invented; these defendants submit that the suit property in Survey No.254 measuring 1.04 acres originally belonged to Late Gopal Rao, thereafter to Mr. Gopalswami Rao, and then to Mr. Nagaraja Rao, and subsequently to these defendants, who are the lawful legal heirs, and they have been in continuous possession and enjoyment for more than 120 years, with patta standing in the name of Gopalswami Rao, and after successive deaths, these defendants have inherited and are in constructive possession and enjoyment, and their genealogy is set out as Gopal

Rao, Gopalswami Rao and Tharabai, Nagaraja Rao and Sagunthala Ammal, and thereafter Balaji and Raghavendhiran; these defendants further submit that their ancestors hailed from Perambakkam Village and though they shifted to Chennai, possession continued through Kuppan Reddy and thereafter Sivakumar, and the revenue records such as patta, chitta, and adangal stand in the name of their grandfather, and they are paying kist and in possession, and none else has any right; these defendants further submit that they appointed Mr. S.V. Sekar as power agent on 05.07.2006, but he failed to act and later acted against their interest, and hence the power of attorney was cancelled on 29.06.2018, but he is now setting up false claims through the plaintiff; these defendants submit that they received notice of O.S. No.176/2018 filed by the plaintiff claiming 0.07 acres, which is a collusive and vexatious suit filed to grab property, and the plaintiff is a stranger with no possession or title, and any document created will not bind these defendants; these defendants further submit that the plaintiff is attempting to interfere with the property and threaten the caretaker Sivakumar, and that the said Sekar is attempting to create encumbrance based on a cancelled power, leading to multiplicity of proceedings; these defendants further submit that they are unconnected with Serial Nos.2 to 6 of Item No.1, and the plaintiff has created confusion by duplicating and misdescribing properties including Survey No.254, though neither the plaintiff nor defendants 1 and 2 are in possession of the same; these defendants submit that the plaintiff has not approached the Court with clean hands, has admitted inability to identify Item No.2, and has not provided proper boundaries, thereby rendering the suit not maintainable

and undervalued, and the plaintiff is out of possession; these defendants further submit that they have already filed a comprehensive suit for declaration in O.S. No.286 of 2018 before the Additional District Court, Tiruvallur, and the present suit is a vexatious attempt to obtain interim orders by suppressing material facts; hence, the suit is liable to be dismissed with costs.

10) Issues framed in OS No.214 of 2021 :-

- 1) Whether the suit property originally belonged to Gopal Rao, the great grand father of the defendants 3 and 4?
- 2) Whether the plaintiff is in possession and enjoyment of the suit property?
- 3) Whether the plaintiff is entitled for preliminary decree of partition of 1/3 shares in the suit property?
- 4) Whether the plaintiff is entitled for permanent injunction with regard to item no.2 of the suit property against the defendants 3 and 4?
- 5) Whether the plaintiff is entitled for the relief of permanent injunction against the 5th defendant as prayed for?
- 6) Whether the plaintiff is entitled for the relief of mandatory injunction as prayed for?
- 7) To what other relief the plaintiff is entitled to?

11) To substantiate the case of plaintiffs in **O.S. No.286/2018**, the 2nd plaintiff's was examined as PW1 and one Tr.Ravi, was examined as PW2, one Tr.Sivakumar, was examined as PW3, one Tr.Ravichandran was examined as PW4 and Ex.A1 to Ex.A19 were marked. On the side of the defendants' side, the 1st and 3rd

defendants in O.S.No. 286/2018 was examined as DW1 and DW2 and one Tr.Chandiraiya, was examined as DW3 and Ex.B1 to Ex.B18 were marked and Ex.C1 and Ex.C2 were marked.

12) The plaintiffs in O.S. No. 286 of 2018, namely Mr. P.N. Balaji and Mr. P.N. Ragavendiran, filed the suit for declaration of right and title and consequential injunction, and also for permanent injunction against the defendants Mr. K.B. Venkatesan and Mr. S.V. Sekar. In the meantime, the 2nd defendant in O.S. No. 286 of 2018 filed a suit before the Sub Court, Tiruvallur, against Mr. Gurusamy, Mr. K. Ravindran, and the plaintiffs in O.S. No. 286 of 2018, namely Mr. N. Ragavendiran and Mr. R. Balaji, as well as the Sub-Registrar, Perambakkam, the Sub-Registrar, Tiruvallur, and the District Collector, Tiruvallur, seeking partition of Item No. 1 of the suit property into 1/3 shares, permanent injunction restraining defendants 3 and 4 from creating any encumbrance over the property and from executing any document, mandatory injunction directing deletion of revenue records standing in the names of defendants 3 and 4, and for costs. The said suit was taken on file as O.S. No. 176 of 2018 on the file of the Sub Court, Tiruvallur, and was subsequently transferred to this Court as per the orders of the Principal District Judge, Tiruvallur, and renumbered as O.S. No. 214 of 2021. Thereafter, Mr. G. Mohanakrishnan and Mr. G. Ramachandran, being the sons of the 1st defendant, were impleaded as parties to the suit. Likewise, Mr. Suyamprakash was impleaded as the 3rd defendant in O.S. No. 286 of 2018. Evidence was recorded in the earlier suit, namely O.S. No. 286 of 2018, and hence the parties in the said suit were referred to in common, with the plaintiffs in that suit

being referred to as “plaintiffs” and the defendants therein being referred to as “defendants.”

Evidence and Exhibits:-

13) The 2nd plaintiff, Mr. Ragavendiran, in O.S. No. 286 of 2018 (who is the 3rd defendant in O.S. No. 214 of 2021) was examined as PW1, and through him Ex.A1 to Ex.A19 were marked. One Ravi, Mr. Sivakumar, and Mr. Ravichandran were examined as PW2 to PW4. The 1st defendant in O.S. No. 286 of 2018 (who is the plaintiff in O.S. No. 214 of 2021), namely Mr. Venkatesan, was examined as DW1, and through him Ex.B1 to Ex.B3 were marked. The 3rd defendant Mr.Suyamprakash was examined as DW2, and through him Ex.B4 to Ex.B17 were marked. Mr. Chandriah was examined as DW3, and through him Ex.B18 was marked.

14) Findings to Issues No.1 to 7 in OS No. 286 of 2018 :-

The 1st plaintiff examined himself as PW1 and narrated the same facts as stated in the plaint in OS No.286 of 2018. Through him, the death certificate and legal heirship certificate of Gopalsamy Rao are marked as Ex.A1 and A2. Death Certificate of Nagaraja Rao, Death Certificate of Sagunthala, Legal Heirship Certificate of Nagaraja Rao were marked as Ex.A3 to A5. Patta No.55 standing in the name of Gopalsamy Rao is marked as Ex.A6. A Register – downloaded copy in the name of Gopalsamy Rao is marked as Ex.A7. The Kist Receipt dated 20.07.2018 is marked as Ex.A8. General Power of Attorney dated 05.07.2006 is marked as Ex.A9. Petition dated 27.06.2018 is marked as Ex.A10. Cancellation of General Power of Attorney

dated 29.06.2018 is marked as Ex.A11. Encumbrance Certificatees were marked as Ex.A12 to A16. Guideline Value Certificate is marked as Ex.A17. Complaint dated 06.08.2018 is marked as Ex.A18. Copy of Plaint in OS No.176 of 2018 is marked as Ex.A19.

15. Per contra, the 1st defendant Venkatesan deposed the same facts as stated in the written statement. Through him Ex.B1 to B3 were marked. Ex.B1 to B3 are the Encumbrance Certificates pertaining to the years 1969 to 28.12.2022.

16. The 3rd defendant in OS No.286 of 2018 during the course of evidence pleaded the same facts as stated in his written statement. Through him, the General Power of Attorney dated 05.07.2006 is marked as Ex.B4. The unregistered Sale deed dated 25.06.2018 in the name of the 3rd defendant is marked as Ex.B5. The Order passed in WP NO.18915 of 2018 is marked as Ex.B6. The Registration Receipt and Stamp dated 06.08.2018 is marked as Ex.B7. The Enquiry Report dated 24.10.2018 is marked as Ex.B8. The statement of 3rd defendant is marked as Ex.B9. Order of Sub Registrar, Perambakkam dated 01.04.2019 is marked as Ex.B10. Appeal Petition, Court Receipt, Stamp Receipt were marked as Ex.B11 to B13. Encumbrance Certificate dated 22.08.2008 is marked as Ex.B11. Tax Receipt dated 06.06.2019 is marked as Ex.B15. Legal Notice dated 14.05.2019 is marked as Ex.B16. Letter of the District Registrar is marked as Ex.B17. One Chandriah is examined as DW3 and the sale agreement between the said Chandriah and Kuppusamy is marked as Ex.B18.

17. Further, the Sale deed submitted by the 3rd defendant was refused for registration. Hence the 3rd defendant Suyamprakash preferred appeal and orders has been passed by the District Registrar. The entire records in Refusal of Sale Deed, Appeal Petition etc., were called by summoning the said document and the said document is marked as Ex.C1 and C2 on the Court side.

18. (OS NO.286 of 2018) Plaintiff Written Arguments in brief:-

The Plaintiffs respectfully submit that the present suit has been instituted for declaration of title and consequential permanent injunction originally as against Defendants 1 and 2, and subsequently the 3rd Defendant got himself impleaded on the ground that he had allegedly purchased the suit property, and after filing of the written statement by the 3rd Defendant, the Plaintiffs filed their re-joinder specifically denying all the false and untenable allegations raised therein. The suit property measuring an extent of 1.04 acres in Survey No.254, Patta No.55, situated at Perambakkam 'B' Village, originally belonged to their great-grandfather Late Gopal Rao, who was the absolute owner and was in exclusive possession and enjoyment of the same till his demise prior to the year 1950, and thereafter his son, namely Gopalsamy Rao, the grandfather of the Plaintiffs, succeeded to the property and continued in uninterrupted possession and enjoyment thereof, and the said Gopalsamy Rao died intestate on 26.03.1975 leaving behind his only son Nagaraja Rao as his legal heir, and the Plaintiffs' grandmother Tharabai had predeceased him, and thereafter Nagaraja Rao, the father of the Plaintiffs, continued in possession and enjoyment and died intestate on 29.06.1983 leaving behind the Plaintiffs and his wife

Sakunthala as his legal heirs, and subsequently the said Sakunthala also died on 31.07.2003, and thus the Plaintiffs became the absolute owners of the suit property by lawful succession.

19. The Plaintiffs further submit that they and their predecessors in title have been in continuous, uninterrupted and peaceful possession and enjoyment of the suit property for more than a century, and no third party has ever had any manner of right, title or interest over the same, and the long, settled and undisturbed possession coupled with revenue records clearly establishes their lawful ownership. On 05.07.2006 they executed a General Power of Attorney in favour of the 2nd Defendant vide Document No.2898/2006 on the file of SRO, Ambathur, intending that the 2nd Defendant would act as their lawful agent in respect of the property, however the 2nd Defendant failed to act as a bona fide agent, did not render any accounts, did not take any steps in furtherance of the agency, and remained inactive for nearly 12 years, and therefore the Plaintiffs issued notice dated 28.06.2018 cancelling the Power of Attorney and the same was formally revoked on 29.06.2018 vide Document No.1376/2018 on the file of SRO, Perambakkam, and by virtue of such cancellation the relationship of principal and agent stood terminated forthwith and any act done thereafter by the 2nd Defendant is void, illegal and not binding on the Plaintiffs.

20. The Plaintiffs submit that thereafter they received summons in O.S. No.176 of 2018, and it came to light that the 1st Defendant, who is a complete stranger to the

property, along with the 2nd Defendant attempted to interfere with the Plaintiffs' possession, and the 2nd Defendant, despite revocation of authority, made attempts to alienate the property, and in his written statement introduced a false case that the property had been sold to the 3rd Defendant on 25.06.2018, and upon verification with the Sub-Registrar, Perambakkam, and upon filing objection, it was revealed that the alleged transaction was supported by a forged and fabricated life certificate, and consequently the Sub-Registrar refused registration of the document, and even thereafter the 3rd Defendant continued to interfere with the Plaintiffs' possession without any lawful basis. Admittedly there is no registered document in favour of the 3rd Defendant and no valid transfer of title has taken place, and therefore the 3rd Defendant has no right to claim ownership over the suit property, and the Plaintiffs continue to be the absolute owners in possession and enjoyment of the same. Even as per the case of the Defendants, the 1st Defendant claims only 7 cents out of 1.04 acres and has categorically admitted that he has no claim over the remaining extent, and the Defendants 2 and 3 have in their written statements as well as oral evidence clearly admitted that the Plaintiffs and their predecessors are the owners of the suit property, and the 3rd Defendant has further admitted that the alleged sale deed has not been registered, and therefore the only issue that arises for consideration is whether there has been any valid transfer of title in favour of the 3rd Defendant, which is clearly not the case.

21. The Plaintiffs submit that they have led in both oral and documentary evidence by examining PW1 to PW3 and marking Ex.A1 to Ex.A19, whereas the Defendants examined DW1 to DW3 and marked Ex.B1 to Ex.B18, and the Court documents Ex.C1 and Ex.C2 were also marked, and the entire evidence on record overwhelmingly supports the case of the Plaintiffs. The revenue records such as Patta, 'A' Register and Chitta stand in the name of their predecessors and clearly establish title, and the Encumbrance Certificates for more than a century show that there have been no transactions, thereby establishing long-standing ownership, and the legal heirship and death certificates establish the chain of succession, and even the execution of the Power of Attorney itself constitutes admission of ownership by the 2nd Defendant. The Defendants 2 and 3 have categorically admitted the Plaintiffs' title in their pleadings and evidence, and as per Section 58 of the Indian Evidence Act, admitted facts need not be proved, and therefore the Plaintiffs' title stands conclusively established. It is a settled proposition of law that possession follows title, and in the present case the Plaintiffs have not only established title but also proved continuous possession through documentary evidence such as Kist receipts and Adangal records from 2012 to 2023, and even the 3rd Defendant has admitted in cross-examination that the Plaintiffs are in possession, and therefore the Plaintiffs have satisfied the requirements under Sections 37 and 38 of the Specific Relief Act and are entitled to injunction.

22. The Plaintiffs submit that the interim injunction granted by this Court was confirmed by the Hon'ble High Court in CMA No.1710 of 2020, wherein it was categorically held that possession is with the Plaintiffs and that no valid sale has taken place, and therefore the Plaintiffs' possession stands judicially recognized. The Power of Attorney was validly revoked on 29.06.2018 and any alleged transaction thereafter is void ab initio, and the agency was not coupled with interest, and therefore the 2nd Defendant had no authority to execute any document thereafter, and any such document is not binding on the Plaintiffs. The alleged sale transaction set up by the 3rd Defendant is riddled with contradictions and inconsistencies, including mismatch of TP numbers, discrepancy in dates, variation in market value, non-production of original documents, and fabrication of life certificate, and the Sub-Registrar has categorically found that the life certificate was forged, thereby clearly establishing fraud and collusion between the 2nd and 3rd Defendants. The 3rd Defendant has failed to prove payment of consideration, has admitted that no receipts were obtained, has admitted lack of knowledge about the transaction, and has not taken any legal steps for enforcement, and therefore there is no valid agreement or enforceable contract, and the alleged claim is wholly untenable. Therefore, in the above facts and circumstances, it is most humbly prayed that this Court may be pleased to decree the suit as prayed for by granting declaration of title and permanent injunction in favour of the Plaintiffs with costs and thus render justice.

23. 1st Defendant Arguments:-

The 1st Defendant in O.S.No.286 of 2018, who is the Plaintiff in O.S.No.214 of 2021, respectfully submits that the suit in O.S.No.286 of 2018 is false, frivolous, vexatious and not maintainable either in law or on facts, and all the allegations contained in the plaint are hereby denied except those that are specifically admitted, and the Plaintiffs therein are put to strict proof of each and every averment made in the plaint.

24. It is submitted that the extent of 0.07 cents of land claimed by the 1st Defendant forms part and parcel of the larger extent of 1.04 acres comprised in Survey No.254, and the said 0.07 cents belongs to the father of the 1st Defendant, namely Late Balasamy, and his brothers K. Raghavendran and Munusamy, and the said properties are ancestral joint family properties, which were divided under a registered partition deed dated 10.04.1969 bearing Document No.1548 of 1969 on the file of the Sub-Registrar Office, Tiruvallur, and thereafter the properties have been held and enjoyed jointly by the members of the family without division by metes and bounds, and the 1st Defendant along with his paternal uncles and their legal heirs continue to be in joint possession and enjoyment of the same.

25. It is further submitted that in view of the above rights, the 1st Defendant had earlier instituted a suit for partition in O.S.No.176 of 2018 before the Sub Court, Tiruvallur, seeking division of the joint family properties including the suit property, and the Plaintiffs in O.S.No.286 of 2018 were aware of the said proceedings and have

entered appearance therein, and therefore the present suit is liable to be rejected on the ground of suppression of material facts and pendency of earlier proceedings.

26. It is submitted that the Plaintiffs in O.S.No.286 of 2018 have filed the suit for declaration and permanent injunction claiming that the suit property originally belonged to one Late Gopal Rao and that they are the absolute owners thereof, and have further alleged that the 1st Defendant attempted to trespass into the property, which allegations are categorically denied as false and baseless, and the alleged police complaint is also denied, and the suit is devoid of cause of action as against the 1st Defendant.

27. It is further submitted that the Plaintiffs have undervalued the suit and paid insufficient court fee, and therefore the suit is liable to be dismissed on that ground as well. Insofar as O.S.No.214 of 2021 is concerned, it is submitted that the Plaintiff therein is the son and legal heir of Late Balasamy, and that the suit properties form part of the ancestral joint family properties which were subject matter of partition under the registered partition deed dated 10.04.1969, wherein the properties were divided into 'A', 'B', 'C', 'D' and 'E' schedules, and the suit Item No.1 corresponds to 'E' schedule property, which has been in joint possession and enjoyment of the Plaintiff and Defendants 1 and 2 therein, and each of them is entitled to an equal share.

28. It is submitted that Defendants 3 and 4 in O.S.No.214 of 2021 are strangers to the property and have no manner of right, title or interest over the extent of 0.07

cents forming part of Survey No.254, and they have been attempting to unlawfully alienate the same in collusion with other defendants by creating and fabricating documents, and they are not residents of the suit village and have no connection whatsoever with the property. The said Defendants have been making attempts to sell the property to third parties through agents and have also attempted to manipulate revenue records and obtain patta so as to create encumbrances, and such acts are illegal and unsustainable in law, and if such attempts are not restrained, the Plaintiff in O.S.No.214 of 2021 and Defendants 1 and 2 therein would suffer irreparable loss and hardship. The Plaintiff in O.S.No.214 of 2021 demanded partition of the joint family properties on 02.07.2018, which was refused by the other parties, and taking advantage of the fact that the property has not been subdivided, the Defendants have attempted to deal with the property unlawfully, and therefore the Plaintiff has filed the suit for partition seeking division into three equal shares and allotment of one such share to him by metes and bounds, along with consequential reliefs of injunction restraining alienation and mutation of records.

29. It is submitted that in O.S.No.286 of 2018, the Plaintiffs have examined PW1 to PW4 and marked Ex.A1 to Ex.A19, whereas the 1st Defendant has examined DW1 to DW3 and marked Ex.B1 to Ex.B3, and a perusal of the entire evidence would show that the Plaintiffs have failed to establish their title over the suit property. It is submitted that the Plaintiffs have not produced any title deed in the name of Late Gopal Rao or in their own name, and have relied only upon revenue records such as

patta, chitta and adangal, which do not confer title, and it is a settled principle of law that revenue records are only for fiscal purposes and do not establish ownership.

30. It is submitted that the 1st Defendant has produced the registered partition deed dated 10.04.1969 marked as Ex.B1, which clearly establishes that the property is ancestral joint family property and that the 1st Defendant derives his right by inheritance, and therefore the claim of the Plaintiffs that they are absolute owners is untenable. It is further submitted that the encumbrance certificates marked as Ex.B2 and Ex.B3 clearly show that the property continues to remain as joint family property and there has been no alienation in favour of the Plaintiffs, and the oral evidence of DW1 also establishes joint possession and enjoyment. It is submitted that the Plaintiffs, without any title, have attempted to alienate the property by executing a power of attorney in favour of the 2nd Defendant, which itself is an unlawful act, as they had no right to deal with the property. It is submitted that the Plaintiffs have falsely alleged that the 1st Defendant is a stranger and has attempted to grab the property, whereas in fact the 1st Defendant has valid title supported by documentary evidence, and the Plaintiffs have failed to substantiate their claim.

31. It is submitted that the Plaintiffs have alleged that Ex.B1 is fabricated, which allegation is false and baseless, as the document is a registered partition deed executed in the year 1969 in the presence of witnesses and carries evidentiary value. In O.S.No.214 of 2021, the Defendants have contended that the partition deed is fabricated, which contention is contrary to the very document relied upon by them,

and therefore such contention is liable to be rejected. The patta relied upon by the Plaintiffs in O.S.No.286 of 2018 has been obtained by misrepresentation before the revenue authorities, and the evidence of the Revenue Inspector examined as PW4 clearly shows that the patta was not issued after proper enquiry, and therefore the same cannot be relied upon.

32. The Plaintiffs have failed to produce any documentary evidence to show possession or enjoyment for more than 120 years as alleged, and therefore their claim is unsupported by evidence. The evidence of DW2 also supports the case of the 1st Defendant that the suit property does not belong to Gopal Rao, and therefore the Plaintiffs have no right to seek declaration. The entire evidence on record, both oral and documentary, clearly establishes that the Plaintiffs in O.S.No.286 of 2018 have no title or possession over the suit property, whereas the 1st Defendant has established his right as a co-sharer in joint family property. It is therefore submitted that the Plaintiffs in O.S.No.286 of 2018 are not entitled to the relief of declaration or injunction, and the suit is liable to be dismissed, and on the other hand the Plaintiff in O.S.No.214 of 2021 has established his right to seek partition and consequential reliefs. Hence, it is humbly prayed that this Hon'ble Court may be pleased to dismiss the suit in O.S.No.286 of 2018 and decree the suit in O.S.No.214 of 2021 by granting partition and injunction as prayed for, and pass such further orders as this Hon'ble Court may deem fit and proper in the circumstances of the case, and thus render justice.

33. 2nd Defendant Arguments:-

The 2nd Defendant respectfully submits that the present suit has been filed by the Plaintiffs seeking declaration of their alleged right over the suit property and for consequential permanent injunction with costs, and the same is not maintainable either in law or on facts and is liable to be dismissed in limine. The 2nd Defendant was duly appointed as the General Power of Attorney holder of the Plaintiffs by virtue of a registered Deed of Power of Attorney dated 05.07.2006 bearing Document No.2898 of 2006 on the file of the Sub-Registrar Office, Ambattur, which has been marked as Ex.A9, and by virtue of the said instrument, the Plaintiffs conferred full authority upon this Defendant to deal with the suit property, including the power to negotiate, execute and present documents for sale.

34. The said Power of Attorney, Ex.A9, remained valid and subsisting until 29.06.2018, and the alleged cancellation by the Plaintiffs on that date is illegal, ineffective and not binding on this Defendant, particularly in view of the fact that the authority conferred under the said Power of Attorney had already been acted upon prior to such cancellation. In exercise of the authority conferred upon him under Ex.A9, and in accordance with the instructions of the Plaintiffs, he had uploaded the draft sale deed in respect of the suit property in favour of the 3rd Defendant on 25.06.2018 through the online registration system vide T.P. No.2420540, thereby initiating the process of conveyance well within the subsistence of the Power of Attorney.

35. Pursuant to such e-filing, the Sub-Registrar, Perambakkam permitted submission of the original sale deed for registration, and accordingly on 28.06.2018, the sale deed was executed by the Plaintiffs through this 2nd Defendant as their Power Agent and the same was presented for registration before the Sub-Registrar, Perambakkam, and however the registration was refused on the ground relating to the alleged genuineness of the life certificate of the Principals, and thereafter proceedings were initiated before the District Registrar, Kanchipuram, now at Tiruvallur, which have been marked as Ex.C1 and Ex.C2

36. The 2nd Defendant has at all times acted strictly within the scope of the authority conferred upon him and in accordance with the instructions of the Plaintiffs, and has neither exceeded his authority nor acted in any manner prejudicial to the interests of the Principals, and therefore no adverse inference can be drawn against him. The Plaintiffs themselves have admitted that they had received the sale consideration for the sale of the suit property directly from the 3rd Defendant, and that the transaction was completed in substance between the parties. The Plaintiffs, having received the sale consideration, had also delivered possession and enjoyment of the suit property to the 3rd Defendant as on the date of execution of the sale deed, namely 28.06.2018, and therefore they are estopped from disputing the transaction.

37. Once the Power of Attorney had been acted upon, the Plaintiffs had no legal right to unilaterally cancel the same, and the alleged cancellation deed dated 29.06.2018 marked as Ex.A11 is wholly invalid, non est in the eye of law, devoid of

legal effect and has no evidentiary value whatsoever. The Plaintiffs are clearly estopped from cancelling the Power of Attorney after having permitted this Defendant to act upon it and after having derived benefit from the transaction, and such cancellation is contrary to settled principles governing agency. The Plaintiffs have not challenged the execution of the sale deed presented for registration, nor have they taken any legal steps to invalidate the same, and therefore their present claim is inconsistent and unsustainable. It is a well-settled principle of law that acts done by an agent within the scope of authority and prior to the termination of the agency are binding upon the principal, and in the present case, all material acts in furtherance of the sale transaction were carried out prior to the alleged cancellation of the Power of Attorney.

38. It is further submitted that the Plaintiffs have not issued any prior notice to this Defendant before cancelling the Power of Attorney, and such unilateral cancellation without notice is contrary to law and principles of natural justice. The recitals contained in the cancellation deed do not allege any misconduct, breach of duty or act contrary to the interest of the Principals on the part of this Defendant, and therefore the cancellation is arbitrary and without any legal basis. He has acted in good faith and in accordance with the law relating to agency, and all actions undertaken by him were within the scope of authority conferred and in furtherance of the lawful transaction intended by the Plaintiffs. In the above circumstances, it is therefore most respectfully prayed that this Court may be pleased to dismiss the suit

with costs as against this Defendant, and pass such further or other orders as this Court may deem fit and proper in the facts and circumstances of the case and thus render justice.

39. 3rd Defendant Arguments:-

The 3rd defendant submits that the present suit has been filed by the plaintiffs seeking declaration of their alleged title over the suit property and for consequential reliefs of permanent injunction restraining interference and alienation. While the plaintiffs trace their title to their predecessor, namely their great grandfather, and claim inheritance, the 3rd defendant submits that such original title is not in dispute but has become irrelevant in view of the subsequent valid and concluded transaction entered into by the plaintiffs themselves through their authorised agent. The plaintiffs cannot, after having voluntarily authorised an agent and acted upon such authority, resile from the consequences thereof and seek declaration contrary to their own acts.

40. It is an admitted and undisputed fact that the plaintiffs executed a registered General Power of Attorney dated 05.07.2006 in favour of the 2nd defendant, which is marked as Ex.A9. The said document confers wide and unequivocal powers upon the 2nd defendant, including the authority to manage, develop, negotiate, enter into agreements, receive consideration, execute sale deeds and present the same for registration. The recitals of Ex.A9 clearly establish that the plaintiffs intended to clothe the 2nd defendant with complete authority to deal with the property, and they have also expressly agreed that all acts done by the agent shall bind them as if done by themselves. Thus, the authority of the 2nd defendant to alienate the property is

fully established and admitted by the plaintiffs themselves.

41. The 3rd defendant further submits that even prior to the execution of Ex.A9, the plaintiffs had appointed another agent, namely Kuppan, who had entered into a sale agreement with one Chandraiah and received advance consideration. As the said transaction could not be completed and the advance had to be returned, the plaintiffs, in order to resolve the situation and meet their financial requirements, approached the 2nd defendant and executed the power of attorney dated 05.07.2006. This background clearly shows that the plaintiffs were actively attempting to alienate the property and had consciously authorised the 2nd defendant to complete such transactions.

42. Pursuant to the said authority, the plaintiffs, through the 2nd defendant, entered into a sale transaction with the 3rd defendant on 05.09.2006 for a total consideration of Rs.3,00,000/-. On the very same day, the entire sale consideration was paid directly by the 3rd defendant to the plaintiffs in the presence of the 2nd defendant. Upon receipt of the full consideration, the plaintiffs delivered possession of the suit property to the 3rd defendant and also handed over the relevant documents. The 3rd defendant thereafter entered into possession and enjoyment of the property and has been in continuous possession from 05.09.2006 onwards. He has also spent additional amounts for levelling and improving the land and has exercised acts of ownership such as cutting and selling trees. These facts clearly establish that the transaction was not merely executory but was fully acted upon.

43. The 3rd defendant further submits that the plaintiffs have deliberately suppressed these material facts while filing the present suit. Though they had full knowledge of the sale transaction, receipt of consideration, and delivery of possession, they chose not to implead the 3rd defendant initially and have falsely portrayed him as a stranger. Such suppression of material facts and lack of bonafides disentitle the plaintiffs from seeking equitable relief before this Court.

44. It is further submitted that due to the existence of a mortgage encumbrance over the suit property, the formal sale deed could not be registered immediately. The said encumbrance was subsequently cleared on 26.06.2018, which fact has been admitted by PW-1 in his cross-examination. Thereafter, acting within the subsisting authority under Ex.A9, the 2nd defendant executed the sale deed on 28.06.2018 in favour of the 3rd defendant and presented the same for registration before the Sub-Registrar, Perambakkam. At the time of execution of the sale deed, the power of attorney was valid and had not been revoked, and therefore, the act of the agent is fully binding on the plaintiffs.

45. The refusal of the Sub-Registrar to register the said document on the ground relating to the alleged non-genuineness of the life certificate is wholly arbitrary and unsustainable. The 3rd defendant had approached the competent authority as well as the Hon'ble High Court, and the Hon'ble High Court had directed the registering authority to consider the registration of the document. Despite such

direction, the document was not registered on untenable grounds, which cannot in any manner affect the validity of the underlying transaction between the parties.

46. The plaintiffs seek to rely upon the alleged cancellation of the power of attorney dated 29.06.2018. However, the said cancellation is subsequent to the execution of the sale deed on 28.06.2018 and therefore has no legal effect on acts already completed. Further, the plaintiffs have failed to establish that such cancellation was communicated to the 2nd defendant prior to the execution of the sale deed or that any public notice was issued to third parties. In the absence of such communication, the 3rd defendant, who acted in good faith, cannot be prejudiced.

47. The provisions of Sections 203 and 204 of the Indian Contract Act clearly stipulate that a principal may revoke the authority of an agent only before the authority has been exercised, and once the authority has been partly or fully exercised, the principal cannot revoke the same so as to affect acts already done. In the present case, the authority was fully exercised by the execution of the sale deed on 28.06.2018, and therefore, the subsequent revocation is legally ineffective and does not affect the rights of the 3rd defendant.

48. The settled principle of law “Qui facit per alium facit per se” squarely applies to the facts of the present case. The acts of the agent, done within the scope of authority, are deemed to be the acts of the principal himself. The plaintiffs, having clothed the 2nd defendant with apparent and actual authority, are estopped from denying such authority vis-à-vis third parties who have acted in good faith. The 3rd

defendant, being a bona fide purchaser for valuable consideration, is entitled to full protection in law.

49. The 3rd defendant is also entitled to the protection under Section 53A of the Transfer of Property Act. The essential ingredients of the said provision are fully satisfied in the present case, namely, existence of a contract, payment of consideration, delivery of possession, and acts in furtherance of the contract. The 3rd defendant has performed his part of the contract and continues to be willing to perform any remaining obligations. Therefore, the plaintiffs are barred from enforcing any rights inconsistent with the possession of the 3rd defendant. It is also brought to the notice of this Hon'ble Court that the plaintiffs have suppressed the earlier agreement dated 30.04.2003 entered into through their previous agent, which has been marked as Ex.B18 through DW-3. This suppression further establishes that the plaintiffs have not approached this Court with clean hands. The law is well settled that a party guilty of suppression of material facts is not entitled to any equitable relief.

50. Though the plaintiffs may have originally held title to the property, once they have entered into a valid and concluded transaction through their authorised agent, received full consideration, and delivered possession, they cease to have any enforceable right over the property. The present suit for declaration and injunction is therefore not maintainable and is liable to be dismissed.

51. In view of the above facts and circumstances, it is submitted that the

plaintiffs are not entitled to any of the reliefs sought for, and all the issues framed by this Court are liable to be answered against the plaintiffs. The suit is devoid of merits, barred by principles of estoppel, and hit by suppression of material facts. Therefore, it is prayed that this Hon'ble Court may be pleased to dismiss the suit with costs.

52. Admittedly, the suit in OS No.286 of 2018 was filed by Balaji and Ragavenidran for declaration of their right and title and consequential injunction and permanent injunction. The suit property in OS No.286 of 2018 reads as below:-

Tiruvallur District and Taluk at No.120 Perambakkam "B" Village, in Patta No.55, in Survey No.254 an extent of 1.04 acres (0.42.0 hectares).

53. The defendants 3 and 4 in OS NO.286 of 2018 filed a suit in OS NO.214 of 2021 (OS NO.176 of 2018 before Sub Court, Tiruvallur) for Partition and separate possession of 1/3 shares in Item No.1, Permanent Injunction against defendants 3 and 4 over the Item No.2, and also not to create any encumbrance in respect of items no.2, for the relief of mandatory injunction against 6th defendant to delete all revenue records. The 1st item of suit property in OS No.214 of 2021 is Tiruvallur Taluk, Perambakkam Village, Dry land S.No.254, an extent of 0.07 cents out of 1.04 cents, S.No.256 an extent of 0.04 cents out of 0.54 cents, S.No.240, an extent of 0.65 cents, S.nO.298/6 an extent of 0.02 cents, S.No.328/4 an extent of 0.03 cents and S.No.261 of 2020 an extent of 0.01 cents, totalling 0.82 cvents. The 2nd Item is shown as Perambakkam Village, S.No.254 extent of 0.07 cents out of acre 1.04. That as Sl.No.1 in Item No.1 is same as Item No.2.

54. The 1st defendant is examined as DW1 and he deposed stating that he had filed the suit only for 7 cents out of 1.04 Acres. He would contend that the property allotted in the year 1969 was divided by them and that he is entitled for 2 cents in the said 7 cents. But, he clearly admitted that he had not filed any document to show that such 7 cents was allotted to his father and he and his brothers partitioned the same and taken 2 cents each. He would also contend that his uncle sons are doing cultivation in the 7 cents and that he has been in possession and enjoyment. But, he admits that no patta has been granted to him or his father name to show that 7 cents have been in possession and enjoyment. The 1st defendant during the course of evidence had filed only Encumbrance Certificates as Ex.B1 to B3 and only based on the encumbrance certificate, the possession of 7 cents by the 1st defendant cannot be proved. Further he admitted that he had not taken any steps for partition of his share against the plaintiffs and did not issue any notice itself. So, the evidence of DW1 itself is self sufficient to hold that the case of DW1 had no supporting oral and documentary evidence.

55. As far as the relief in OS No.286 of 2018 is concerned, the suit is for declaration of right, title and interest and consequential injunction. The burden is heavily cast upon the plaintiff to prove and establish their title.

56. The learned counsel for the plaintiffs (Plaintiffs in OS No.286 of 2018 and Defendants 3 and 4 in OS No.214 of 2021) respectfully submit that the suit property measuring an extent of 1.04 acres comprised in Survey No. 254 originally belonged to their great-grandfather Late Gopal Rao, who was in absolute possession and

enjoyment of the same during his lifetime. After his demise, the property devolved upon his only son, Late Gopalswami Rao, who continued in possession and enjoyment without any interruption. The revenue records, including patta standing in Patta No. 55, continue to reflect the name of Gopalswami Rao, which clearly establishes the lawful title and continuous possession of the plaintiffs' lineage. Upon his death intestate, the property devolved upon his only son, Late Nagaraja Rao, the father of the plaintiffs, and thereafter upon the plaintiffs as legal heirs. Thus, the plaintiffs have clearly established a continuous chain of title and lawful succession.

57. The plaintiffs further submit that they have been in constructive possession and enjoyment of the suit property through their agents and caretakers, namely Kuppan Reddiyar and thereafter his son Sivakumar, who have been managing the property, raising crops, and paying kist on behalf of the plaintiffs. The non-transfer of patta in the plaintiffs' names does not in any manner defeat their title, as it is well settled that revenue records are only for fiscal purposes and do not confer or extinguish title.

58. The defendants' claim that the suit property forms part of an alleged ancestral property of the 1st defendant's father under a partition deed dated 10.04.1969 is wholly false, concocted, and unsupported by any credible evidence. The plaintiffs categorically deny that Survey No. 254 was ever part of such partition. No document has been produced by the defendants to show that the suit survey number formed part of the said partition deed. The burden of proof squarely lies on the defendants, which they have miserably failed to discharge. With regard to the

alleged sale in favour of the 3rd defendant (Suyamprakash), the plaintiffs submit that the so-called transaction is illegal, void, and not binding on them. Though the plaintiffs had executed a General Power of Attorney in favour of the 2nd defendant on 05.07.2006, the same was never acted upon in good faith and was subsequently revoked on 29.06.2018. The 2nd defendant, acting in collusion with the 3rd defendant, has attempted to create documents after the termination of the agency, which is impermissible in law. It is a settled principle that once a power of attorney is revoked, the agent ceases to have any authority to act on behalf of the principal, and any act done thereafter is null and void.

59. Even otherwise, the alleged sale consideration is denied. There is absolutely no proof of payment of consideration to the plaintiffs. No independent documentary evidence has been produced to establish that the plaintiffs received any sale consideration. The alleged delivery of possession is also false and self-serving. On the contrary, the evidence of PW1 to PW4 clearly establishes that the plaintiffs continue to be in possession through their agents.

60. The defence set up in the written statement in O.S. No. 214 of 2021 that the plaintiffs are not in possession and that the 3rd defendant is in possession is a clear afterthought and is inconsistent with the earlier pleadings. The plea that the plaintiffs have no locus standi or that the suit is collusive is baseless and has been raised only to cloud the clear title of the plaintiffs. The defendants have also taken contradictory stands by simultaneously admitting the original title of Gopal Rao and disputing the plaintiffs' succession, which renders their defence unreliable.

61. The contention that the suit property cannot be identified or that there is confusion regarding Item No.1 and Item No.2 is wholly untenable. The suit property is clearly described with survey number, extent, and patta details, and there is no ambiguity whatsoever. The plea of non-identification is only an attempt to mislead the Court. The allegations that the plaintiffs have suppressed material facts or that the suit is bad for non-joinder are equally untenable. All necessary parties are already before this Hon'ble Court, and no prejudice is caused to the defendants. The plaintiffs have approached this Court with clean hands and have clearly set out their title, possession, and cause of action.

62. The conduct of the defendants, particularly the 1st and 2nd defendants, clearly shows a concerted attempt to grab the plaintiffs' property by creating false and fabricated documents. The filing of O.S. No. 176 of 2018 (later renumbered as O.S. No. 214 of 2021) is itself a vexatious attempt to create a cloud over the plaintiffs' title. The said suit is liable to be dismissed as it is based on false claims of partition and alleged joint ownership, which have no basis in law or fact. The plaintiffs would further contend that evidence on record clearly establishes that: (i) The plaintiffs have lawful title to the suit property by succession; (ii) The plaintiffs are in possession and enjoyment of the property; (iii) The alleged sale in favour of the 3rd defendant is not valid or binding; (iv) The defendants have no right, title, or interest over the suit property. In such circumstances, the plaintiffs are entitled to a decree declaring their title to the suit property and for consequential injunction restraining the defendants from interfering with their possession, as well as for permanent injunction restraining

the defendants from creating any encumbrance or alienation over the suit property. Therefore, it is humbly prayed that this Hon'ble Court may be pleased to decree the suit as prayed for and dismiss the connected suit in O.S. No. 214 of 2021 with costs.

63. On the other hand, the learned counsel for the 1st defendant in OS No.286 of 2018 would contend that the suit in O.S. No. 286 of 2018 is wholly misconceived, not maintainable either in law or on facts, and liable to be dismissed in limine. The plaintiffs have come forward with a false case of exclusive title and possession over the entire extent of 1.04 acres in Survey No. 254, which is contrary to the true state of affairs and unsupported by any legally acceptable evidence. It is the specific case of this defendant that the suit property, particularly to an extent of 0.07 cents forming part of the larger extent of 1.04 acres, is not the exclusive property of the plaintiffs but forms part of joint family property belonging to the father of this defendant, Late K. Balasamy, along with his brothers. The said property was the subject matter of a registered partition deed dated 10.04.1969, under which the properties were divided into various schedules, including the "E" schedule, which was retained in common enjoyment of the sharers. The suit property, particularly Item No.2, forms part and parcel of such joint family property, and therefore the plaintiffs cannot claim exclusive ownership over the same. The plaintiffs have failed to produce any document to conclusively establish that Survey No. 254 exclusively belonged to their ancestor Gopal Rao and that it devolved upon them without any interruption. Even assuming without admitting that their ancestors had some semblance of title, the same has been effectively disputed and clouded by the existence of the earlier partition and

the continuous joint possession of the parties. The plaintiffs have not sought for recovery of possession, which itself shows that they are not in actual possession of the property.

64. The 1st defendant would further submit that on the contrary, the evidence on record clearly demonstrates that the plaintiffs are not in possession of the suit property. In fact, the property has been in the possession and enjoyment of third parties, including Suyamprakash, for a considerable period. The plaintiffs' plea of constructive possession through alleged agents is vague, unsubstantiated, and cannot be accepted in the absence of any reliable documentary proof. The 1st defendant further submits that in view of the dispute regarding title and possession, he was constrained to file O.S. No. 176 of 2018 (subsequently renumbered as O.S. No. 214 of 2021) seeking partition of the suit property. In the said suit, it has been clearly pleaded that the Item No.1 property is a joint family property in which the plaintiff therein (1st defendant herein) and defendants 1 and 2 therein are entitled to equal shares. The claim for partition is bona fide and arises out of the refusal of the co-sharers to effect an amicable division. The conduct of defendants 3 and 4 in O.S. No. 214 of 2021 (who are plaintiffs in O.S. No. 286 of 2018) in attempting to alienate Item No.2 of the property, which forms part of an undivided larger extent, is illegal and unsustainable. When the property is admittedly undivided and forms part of a larger extent, no specific portion can be identified or alienated without proper subdivision and partition through due process of law. Any such attempt would seriously prejudice the rights of the co-sharers. Further, the role of the Power of

Attorney holder (2nd defendant in O.S. No. 286 of 2018) and the alleged purchaser Suyamprakash is also shrouded in serious doubt. The alleged transactions are neither binding on this defendant nor do they confer any valid title, particularly when the property itself is under dispute and forms part of joint family property. The attempt to create documents and encumbrances is clearly aimed at defeating the legitimate rights of this defendant. The plaintiffs in O.S. No. 286 of 2018 have suppressed material facts, including the existence of joint ownership and the earlier partition arrangement, and have approached this Court with unclean hands. The suit is therefore liable to be dismissed on this ground alone. The plaintiffs have also failed to properly identify the suit property and have created confusion between Item No.1 and Item No.2, which further renders the suit not maintainable.

65. The defendants would further submit that the suit in O.S. No. 214 of 2021 filed by this defendant is perfectly maintainable and is the appropriate remedy in the facts and circumstances of the case. The plaintiff therein has established a prima facie case for partition, and the balance of convenience is also in his favour. Unless an order of injunction is granted, there is every likelihood of the property being alienated or encumbered, resulting in multiplicity of proceedings and irreparable loss. The defendants would finally submit that the plaintiffs in O.S. No. 286 of 2018 have failed to establish their title and possession over the suit property, and hence they are not entitled to the relief of declaration or injunction. Conversely, the plaintiff in O.S. No. 214 of 2021 is entitled to a preliminary decree for partition and consequential reliefs as prayed for. Therefore, it is humbly prayed that this Hon'ble Court may be

pleased to dismiss O.S. No. 286 of 2018 and decree O.S. No. 214 of 2021 as prayed for, with costs.

66. The 2nd defendant respectfully submits that the suit filed by the plaintiffs is wholly false, vexatious, and not maintainable either in law or on facts, and is liable to be dismissed in limine. The plaintiffs have suppressed material facts and have come before this Hon'ble Court with unclean hands, seeking equitable reliefs to which they are not entitled. At the outset, the 2nd defendant does not dispute the original title of the property tracing back to Late Gopal Rao and thereafter to Late Nagaraja Rao, the father of the plaintiffs. However, the crucial fact which the plaintiffs have deliberately suppressed is that they themselves executed a valid and registered General Power of Attorney dated 05.07.2006 in favour of this 2nd defendant, authorising him to deal with the suit property, including sale and alienation.

67. The 2nd defendant would further submit that even prior to the execution of the said Power of Attorney, the plaintiffs had entered into a transaction through their earlier agent Kuppan with one Mr. M. Chandraiah, which did not fructify. Thereafter, at the specific request and insistence of the plaintiffs, this 2nd defendant was appointed as their Power of Attorney, and he acted bona fide in discharge of the authority conferred upon him. Pursuant to the said authority, and on the instructions of the plaintiffs, the 2nd defendant identified a purchaser, namely Mr. C. Suyamprakash, and the plaintiffs themselves agreed to sell the suit property for a total sale consideration of Rs.3,00,000/-. It is specifically submitted that the entire sale consideration was directly received by the plaintiffs from the said purchaser in the

presence of this 2nd defendant. At the time of such transaction, the plaintiffs also handed over possession of the property along with relevant documents, including death certificates and legal heir certificate, thereby completing the transaction in all respects.

68. The 2nd defendant would further submit that that the plaintiffs, having received the entire sale consideration and having parted with possession, are now estopped from denying the transaction. The present suit has been filed only with an ulterior motive to wriggle out of the concluded transaction and to unjustly enrich themselves in view of the escalation of land value. The allegation that the Power of Attorney was not acted upon or that the 2nd defendant acted against the interest of the plaintiffs is false and baseless. The delay in execution of the sale deed was solely due to the existence of an encumbrance in the form of a mortgage dated 14.06.2007. The same was subsequently cleared with the active involvement of the purchaser, who even approached the Anti-Land Grabbing Cell, resulting in cancellation of the mortgage on 26.06.2018. Thereafter, strictly in accordance with the terms of the Power of Attorney, this 2nd defendant executed the sale deed on 25.06.2018 in favour of the purchaser and uploaded the same through the online registration system. Thus, the execution of the sale deed was completed prior to any alleged objection or cancellation. The plaintiffs' attempt to cancel the Power of Attorney on 29.06.2018 is legally invalid and ineffective, as no prior notice was issued to this 2nd defendant as required under law. It is a settled principle that where an agent has acted upon the authority and third-party rights have intervened, unilateral cancellation without notice

cannot defeat such rights. The so-called objection letter dated 27.06.2018 is also without legal sanctity, particularly when it was issued after execution of the sale deed. The refusal of registration by the Sub-Registrar, Perambakkam, based on such objection was arbitrary and illegal. The purchaser was constrained to approach the Hon'ble High Court, and appropriate directions were issued for consideration of registration in accordance with law. The plaintiffs were well aware of these proceedings and have deliberately suppressed the same.

69. The 2nd defendant further submits that as on the date of execution of the sale deed, the purchaser was already in lawful possession and enjoyment of the suit property, having taken possession from the plaintiffs themselves. Therefore, the plaintiffs' claim of possession is wholly false and contrary to the evidence on record. The plaintiffs have also failed to produce any credible evidence to show that they continue to be in possession of the property. On the contrary, the evidence of DW2 and DW3 clearly establishes that the purchaser has been in possession and has even carried out development activities. The present suit is therefore nothing but an abuse of process of Court, filed with a view to defeat a lawful transaction and to create unnecessary litigation. The plaintiffs, having voluntarily entered into the transaction and received consideration, cannot now approbate and reprobate.

70. The 2nd defendant would finally contend that

- (i) The Power of Attorney was validly executed and acted upon;
- (ii) The sale transaction in favour of the purchaser is valid and binding;
- (iii) The plaintiffs have received the sale consideration and parted with possession;

(iv) The cancellation of Power of Attorney is invalid and ineffective;

(v) The plaintiffs are not in possession of the suit property; and hence, the plaintiffs are not entitled to the relief of declaration or injunction as prayed for. Therefore, it is humbly prayed that this Hon'ble Court may be pleased to dismiss the suit in O.S. No. 286 of 2018 with costs.

71. The 3rd defendant, who has been examined as DW2, contends that the suit filed by the plaintiffs is wholly false, vexatious, and not maintainable either in law or on facts. It is his specific case that he is the bona fide purchaser of the suit property for valuable consideration and has been in lawful possession and enjoyment of the same from the date of transaction. He submits that the plaintiffs themselves, having appointed the 2nd defendant as their duly constituted Power of Attorney under a registered document dated 05.07.2006, had agreed to sell the suit property to him for a total consideration of Rs.3,00,000/-, which was paid directly to the plaintiffs in the presence of the 2nd defendant. Upon receipt of the entire sale consideration, the plaintiffs voluntarily handed over possession of the suit property along with all relevant documents, thereby completing the transaction. He further submits that he had also invested additional amounts towards development of the property, including levelling and reclamation works, and has been in continuous possession and enjoyment by exercising acts of ownership.

72. The 3rd defendant further contends that the delay in execution and registration of the sale deed was solely due to the existence of an encumbrance in the form of a mortgage, which was subsequently cleared through his efforts by initiating

proceedings before the competent authorities, resulting in cancellation of the mortgage. Thereafter, the 2nd defendant, acting within the scope of the valid and subsisting Power of Attorney, executed the sale deed in his favour on 25.06.2018 and uploaded the same for registration. The alleged objection raised by the plaintiffs and the subsequent cancellation of the Power of Attorney are afterthoughts, effected without prior notice, and hence legally invalid and not binding on him, particularly when third-party rights had already crystallised in his favour.

73. The 3rd defendant would further contend that the plaintiffs, having received the entire sale consideration and having parted with possession, are estopped from denying the transaction and from questioning his title or possession. The present suit has been filed only with an ulterior motive to unjustly enrich themselves due to escalation of land value and to defeat his lawful rights. He denies the plaintiffs' claim of possession and asserts that they have no manner of right, title, or interest over the suit property as on the date of suit. Therefore, he prays that the suit is liable to be dismissed with costs as against him.

74. Findings on Issues in OS NO.286 of 2018 :-

Now coming to the issues involved in OS No.286 of 2018 is concerned, Ex.A6 is the Patta standing in the name of Gopalsamy Rao in respect of the suit property. Ex.A7 is the A Register Extract issued in respect of S.No.254 of Perambakkam Village, stating that it is Punja land and issued in the name of Gopalsamy Rao. Ex.A8 is the Kist Receipt and the said documents speaks about the ownership. Ex.A9 is the Registered General Power of Attorney dated 05.07.2006 given by the plaintiffs

1 and 2 executed in the name of the 2nd defendant Sekar in respect of the S.No.254 measuring an extent of Acres 1.04 cents shows that the plaintiffs executed GPOA in the name of the 2nd defendant in respect of the suit property. Ex.A10 is the letter written by the 2nd plaintiff to the 2nd defendant GPOA, dated 28.06.2018 stating that he is cancelling the Registered Power of Attorney on the ground that the Power of Attorney acted against the interest of the principals. Ex.A10 is the Objection letter given by the 2nd defendant to the Sub Registrar, Perambakkam dated 27.06.2018 stating that a Case was filed by him before Land Grabbing Unit in respect of land situated in Perambakkam Village S.No.254/1 an extent of 1.04 Acres and hence called for not to register any documents. From Ex,A.11 it is evident that the plaintiffs cancelled the GPOA dated 05.07.2006 by way of Cancellation of GPOA deed dated 09.06.2018. A12 to A17 are encumbrance certificates showing entries, Ex.A19 is the Chitta and Sagupadi Adangal for S.No.254.

75. Now coming to the documents relied upon by the defendants are concerned, Ex.B1 is the Copy of the Partition Deed between Balasamy and others dated 10.04.1969, B2 and B3 are the Encumbrance Certificates. Ex.B4 is the Original GPOA executed by plaintiffs in favour of 2nd defendant dated 05.07.2006. Ex.B5 is the Unstamped Draft Sale Deed filed before Sub Registrar Office, Perambakkam said to be executed between the 2nd defendant and 3rd defendant. Ex.B6 is the Order Copy in WP No.18915 of 2018 filed by the 3rd defendant against the Registration Authorities, plaintiffs 1 and 2 and 2nd defendant. The Hon'ble High Court has given a direction to registration authorities to consider the representation of

the 3rd defendant to register the sale deed filed by him. Ex.B8 series are the letters / summons notices given by the Sub Registrar, Perambakkam to attend for Enquiry. Ex.B9 is the Statement of 3rd defendant filed before Sub Registrar Office, Perambakkam. Ex.B10 is the Proceedings of the Sub Registrar, Perambakkam, dated 01.04.2019, passing order by declining the registration on the ground that the Power Agent failed to file Life Certificate given by the Principals and on the further ground that the Power Agent failed to prove the same. Ex.B11 is the appeal petition filed by the 3rd defendant before the District Registrar, as against the Proceedings of the Sub Registrar, Perambakkam. Ex.B16 is the legal notice issued by the 3rd defendant by the plaintiffs. Further, as per the Ex.C1 and C2, it is evident that the sale deed filed by the 3rd defendant is declined for registration by registration authorities.

76. The 3rd defendant is examined as DW2. It is the contention of the 3rd defendant that he purchased the property of the plaintiffs through Power Agent and the Registration Authorities failed to register the sale deed in view of the objection given by the plaintiffs. In the cross examination, the 3rd defendant has stated that he did not file any document to show that he paid Rs.3 lakhs to the plaintiffs. He further admitted that even though Power of Attoreny was registered in the year 2006, he obtained sale deed in the year 2018 only. Even though the DW3 contends that he purchased the property in the year 2006 and remains in possession and enjoyment for more than 10 years, there is no documents filed in this regard. Further he admits that the Draft Sale deed does not contain the signature of the parties. He also admitted that the sale deed was declined for registration based on the ground that Life

Certificate of Principal was not obtained and filed. He further admitted that enquiry was conducted and Sub Registrar had issued proceedings recording the reason for declining registration by stating the said grounds. He further admits that he has no registered documents in his name to show that he is the owner of the property and he further admits that he did not file any documents to show that he is in possession and enjoyment from the year 2006 onwards.

77. At the outset, the plaintiffs rely upon Ex.A6 (Patta), Ex.A7 (A-Register Extract), Ex.A8 (Kist Receipt), Ex.A19 (Chitta and Adangal), which consistently stand in the name of Gopalswami Rao, the grandfather of the plaintiffs. These revenue records, though not documents of title, carry significant evidentiary value in establishing possession and enjoyment. The continuity of such entries in the name of the plaintiffs' predecessor probalises the case of the plaintiffs that the suit property originally belonged to their family and remained in their lineage.

78. Further, Ex.A9, the registered General Power of Attorney dated 05.07.2006 executed by the plaintiffs in favour of the 2nd defendant, clearly establishes that the plaintiffs were asserting ownership over the suit property at least as on that date. The execution of a Power of Attorney itself is an act of ownership, and the defendants cannot dispute the title of the plaintiffs while simultaneously relying upon the said Power of Attorney. Ex.A10 and Ex.A11 (objection letter and cancellation of Power of Attorney) show that the plaintiffs had taken steps to cancel the authority granted to the 2nd defendant in June 2018. The factum of cancellation prior to the completion of registration assumes significance. Exs.A12 to A17 (Encumbrance Certificates) do not

reflect any completed sale transaction in favour of the 3rd defendant. Thus, the plaintiffs have established prima facie title and also their assertion of control over the property.

79. On the other hand, the defendants rely upon Ex.B1, the partition deed dated 10.04.1969. However, a careful scrutiny of the said document does not conclusively establish that Survey No.254 forms part of the properties allotted under the said partition. No clear correlation between the suit property and the schedule in Ex.B1 has been demonstrated. Hence, the said document does not effectively dislodge the plaintiffs' claim of title. Ex.B4, which is the Power of Attorney, supports the case of the plaintiffs rather than the defendants, as it confirms that the plaintiffs were the principals and original owners of the property. The crucial defence of the 2nd and 3rd defendants rests upon the alleged sale in favour of the 3rd defendant. However, Ex.B5, the draft sale deed, is admittedly unstamped and unsigned. It does not satisfy the requirements of a valid conveyance and cannot confer any right, title, or interest. Though reliance is placed on Ex.B6 (order in W.P. No.18915 of 2018), the same only directs the registration authorities to consider the representation and does not validate the alleged sale. Ex.B10, the proceedings of the Sub-Registrar, clearly show that the registration of the sale deed was refused on valid grounds, including failure to produce the life certificate of the principals and failure to establish authority. Ex.C1 and Ex.C2 further corroborate that the sale deed was ultimately not registered.

80. The oral evidence of DW2 (3rd defendant) is also not convincing. In cross-examination, he has categorically admitted that he has not produced any document to

show payment of sale consideration of Rs.3,00,000/- to the plaintiffs. He has also admitted that the alleged sale deed does not contain the signatures of the parties and that it remains unregistered. Further, he has admitted that he has not filed any document to prove his possession and enjoyment of the suit property from 2006 onwards. These admissions strike at the root of his claim as a bona fide purchaser.

81. The contention that possession was handed over to the 3rd defendant is not supported by any independent evidence such as kist receipts, adangal entries, or any revenue records in his name. In the absence of such evidence, the plea of possession cannot be accepted. On the contrary, the plaintiffs have produced revenue records standing in their predecessor's name, which tilts the balance in their favour. The defence that the Power of Attorney was acted upon prior to cancellation also does not advance the case of the defendants, as no legally valid and registered sale deed has come into existence. It is a settled principle that title to immovable property can pass only through a registered instrument. In the present case, admittedly, no such registered document exists in favour of the 3rd defendant.

82. As far as Issue No.1 in OS No.286 is concerned, The burden of proof squarely lies upon the plaintiffs under Sections 101–103 of the Evidence Act to establish their title. In discharge of the same, the plaintiffs have relied upon Ex.A6 (Patta), Ex.A7 (A-Register Extract), Ex.A8 (Kist receipts), and Ex.A19 (Chitta and Adangal), which consistently stand in the name of their predecessor Gopalsamy Rao. Though it is settled law that revenue records are not documents of title, they carry substantial evidentiary value in establishing possession and prima facie title,

particularly when supported by long and continuous entries and when there is no contra documentary title produced by the opposite party. On the contrary, the defendants have not produced any registered title deed in their favour. Their defence is based on an alleged transaction through Power of Attorney, which itself does not confer title unless culminated in a registered conveyance. The Hon'ble Supreme Court has consistently held that title to immovable property can be conveyed only through a registered sale deed and not otherwise. In the present case, the plaintiffs' documentary evidence remains unrebutted by any superior title document. Hence, the plaintiffs have discharged their burden, and the defendants have failed to dislodge the same.

83. The 1st defendant relies upon Ex.B1, the partition deed dated 10.04.1969, to contend that 0.07 cents forms part of the suit property. However, mere production of a partition deed is not sufficient unless the property described therein is clearly identifiable and correlated with the present suit schedule property. It is a settled legal principle that identification of property is crucial in civil disputes. The defendant has not produced any survey sketch, subdivision records, field measurement book, or any revenue document linking the alleged 0.07 cents to Survey No.254. In the absence of such correlation, the plea remains vague and unsubstantiated. Further, the burden of proof lies on the party asserting a specific claim over a portion of the property. The 1st defendant has failed to discharge this burden by cogent evidence. Therefore, the contention cannot be accepted.

84. The defendants rely upon Ex.A9/Ex.B4, the registered General Power of Attorney dated 05.07.2006, to contend that the 2nd defendant had authority to execute the sale. However, the crucial requirement under law is that transfer of immovable property of value exceeding Rs.100 can be effected only through a registered sale deed as mandated under Section 54 of the Transfer of Property Act and Section 17 of the Registration Act. In the present case, the defendants have not produced any registered sale deed. Ex.B5, relied upon by them, is only an unstamped and unsigned draft sale deed, which has no legal validity. DW2 (3rd defendant) has categorically admitted in cross-examination that there is no registered document in his favour.

85. It is a well settled principle of law that transfer of immovable property of value exceeding Rs.100 can be effected only by a registered instrument as contemplated under Section 54 of the Transfer of Property Act read with Section 17 of the Registration Act. In the absence of a registered sale deed, no right, title or interest can pass in favour of the alleged purchaser. In the present case, the defendants have not produced any registered sale deed and the reliance placed on a draft or unregistered document does not create or confer any legal right. The defendants, having specifically pleaded payment of consideration and delivery of possession, are bound to prove the same by cogent and convincing evidence. The law is clear that he who asserts must prove. In the present case, except for oral assertions, no documentary evidence such as receipts, accounts, or independent corroboration

has been produced. The failure to discharge the burden of proof goes to the root of the defence case and renders the same unacceptable.

86. It is trite that an unregistered or incomplete document cannot be looked into for the purpose of proving title. At best, such documents may be used for collateral purposes, but not for establishing ownership. Therefore, the reliance placed by the defendants on the draft sale deed is legally misconceived and cannot be accepted for any substantive purpose. In cases where title is established, possession is presumed to follow title unless the contrary is proved by the opposing party. The defendants have failed to produce any evidence to show that they were in actual physical possession of the property. In such circumstances, the presumption operates in favour of the plaintiffs. The conduct of the defendants in attempting to rely upon an unregistered transaction and in failing to complete the sale in accordance with law, coupled with absence of proof of consideration, probabalises the case of the plaintiffs that the alleged transaction is not genuine. On the other hand, the plaintiffs have acted within their rights in cancelling the Power of Attorney when no valid transfer had taken place. The evidence on record, particularly the proceedings of the Sub-Registrar, clearly shows that the document presented for registration was refused on valid grounds. This further strengthens the conclusion that no valid sale had taken place. The refusal of registration is a significant circumstance which cannot be ignored while appreciating the defence case. The contention of the defendants that the plaintiffs are estopped from denying the transaction cannot be accepted in the absence of proof of a concluded and valid contract. Estoppel cannot operate against statutory

requirements, particularly when the law mandates registration for transfer of immovable property.

87. One important aspect that requires explicit consideration is the **legal effect and limitation of a Power of Attorney**. It is well settled that a Power of Attorney is only an instrument creating an agency relationship between the principal and the agent. It does not, by itself, create any right, title, or interest in the immovable property in favour of either the agent or any third party. The authority of the agent is strictly confined to the terms of the instrument and subject to revocation by the principal in accordance with law.

88. In the present case, even assuming that the Power of Attorney dated 05.07.2006 was validly executed, the alleged transaction in favour of the 3rd defendant has not culminated in a legally valid sale. Therefore, no independent right can be claimed by the 3rd defendant solely on the basis of such Power of Attorney. This aspect further weakens the defence set up in O.S. No.286 of 2018 and supports the plaintiffs' case.

89. Another important aspect is the **validity and effect of cancellation of the Power of Attorney**. The plaintiffs have issued cancellation through Ex.A10/Ex.A11. The law recognizes the right of the principal to revoke the agency, unless the agency is coupled with interest. In the present case, the defendants have failed to prove that the Power of Attorney was coupled with interest or that any irrevocable right had accrued in their favour prior to revocation. In the absence of a completed sale

transaction or registered conveyance, the cancellation cannot be said to be illegal. Therefore, the revocation of Power of Attorney is legally valid and binding.

90. The defendants appear to indirectly rely upon the doctrine of “agency coupled with interest” to contend that the Power of Attorney could not be revoked. However, for such a plea to succeed, it must be shown that the agent has an independent interest in the property forming the subject matter of agency. In the present case, no such independent interest has been proved. Mere allegation of payment of sale consideration, without documentary proof or completion of sale, does not create any enforceable interest. Therefore, the doctrine is not attracted. Though this is not a suit for specific performance, the conduct of the 3rd defendant becomes relevant. If really the transaction had taken place in 2006, the delay of nearly 12 years in obtaining a sale deed remains unexplained. Such inordinate delay casts serious doubt on the genuineness of the alleged transaction.

91. Further, the 3rd defendant has not taken any steps to enforce the alleged agreement through a suit for specific performance. This omission is a significant circumstance indicating that no legally enforceable agreement existed. The defendants have failed to produce the **best possible evidence** available to them, such as:

- Proof of payment of consideration (receipt, bank transaction)
- Proof of possession (tax receipts, cultivation records)
- Original signed sale deed

92. Under Section 114(g) of the Evidence Act, an adverse inference can be

drawn against a party who withholds best evidence. This principle squarely applies to the defendants and further strengthens the plaintiffs' case. The refusal by the Sub-Registrar (Ex.B10, Ex.C1 & C2) is not a mere procedural irregularity but a **substantive circumstance**. The authority has recorded reasons including failure to produce necessary documents and establish compliance with legal requirements. This clearly indicates that the alleged transaction was incomplete and not legally valid. The refusal order, though administrative in nature, has evidentiary value in assessing the genuineness of the transaction. It is a settled principle that the plaintiff must succeed on the strength of his own case and not on the weakness of the defence. In O.S. No.286 of 2018, the plaintiffs have independently established title and possession through documentary evidence.

93. Conversely, in O.S. No.214 of 2021, the plaintiff has failed to establish even a prima facie case of title or possession. Therefore, the outcomes in both suits are consistent with this principle. The suit in O.S. No.214 of 2021 suffers from lack of clear cause of action. The pleadings do not disclose a definite legal injury or enforceable right. The inability to identify the property and absence of proof of share renders the suit speculative in nature. A suit lacking clear cause of action is liable to be dismissed at the threshold itself. Though a plea of non-joinder has been raised, the core dispute has been effectively adjudicated between the contesting parties. However, in O.S. No.214 of 2021, the absence of proper parties connected to title and possession further weakens the plaintiff's (in O.S. No.214 of 2021) claim in that suit.

94. Upon an anxious and comprehensive consideration of the entire pleadings, oral and documentary evidence, and the elaborate submissions made on behalf of the Plaintiffs, this Court finds substantial force and merit in the Plaintiffs' case, which stands clearly established both on facts and in law. The Plaintiffs have successfully traced their title to the suit property through an unbroken chain of succession commencing from their great-grandfather Late Gopal Rao, followed by Gopalsamy Rao and thereafter Nagaraja Rao, and ultimately devolving upon them as legal heirs, which genealogy and succession have not been effectively dislodged by the Defendants. The revenue records produced by the Plaintiffs, namely Patta, 'A' Register Extract, Chitta, Adangal and Kist receipts, consistently standing in the name of their predecessors, lend strong corroboration to their lawful title and long, continuous possession, and though such records may not by themselves confer title, they constitute significant pieces of evidence supporting possession and enjoyment when read in conjunction with other materials on record.

95. It is further to be noted that the execution of the registered General Power of Attorney dated 05.07.2006 in favour of the 2nd Defendant is an admitted fact, and such execution itself operates as a clear acknowledgment by the Defendants of the Plaintiffs' ownership over the suit property. The Plaintiffs have also established that the said Power of Attorney was validly revoked by issuing notice dated 28.06.2018 and by executing a registered deed of cancellation dated 29.06.2018, and in the absence of any legally enforceable transaction having been completed prior to such

revocation, the authority of the agent stood effectively terminated. The contention of the Defendants that the Power of Attorney had been acted upon prior to its cancellation is not supported by any legally acceptable evidence, particularly in the absence of a registered sale deed, which is mandatorily required under law for transfer of title in immovable property.

96. The Plaintiffs have consistently denied the alleged sale transaction set up by the Defendants and have successfully demonstrated that no valid conveyance has taken place in favour of the 3rd Defendant. The materials on record clearly reveal that the alleged sale deed was never registered, and the competent Registration Authority has in fact declined registration on valid grounds, thereby rendering the alleged transaction legally ineffective. The 3rd Defendant has also failed to produce any reliable documentary proof for payment of sale consideration or for his alleged possession and enjoyment of the property, and his admissions in cross-examination further weaken his case. In such circumstances, the claim of the 3rd Defendant as a bona fide purchaser for value without notice cannot be accepted.

97. The Plaintiffs have also established their possession over the suit property through consistent documentary evidence and through the admissions elicited from the Defendants, and it is a well-settled principle that possession follows title in the absence of proof to the contrary. The interim orders granted in favour of the Plaintiffs and affirmed by the appellate forum further strengthen their claim of possession. The

Defendants, on the other hand, have failed to establish either title or lawful possession, and their pleadings are found to be mutually inconsistent and unsupported by credible evidence.

98. The contention of the 1st Defendant regarding joint family property and partition is not substantiated by convincing evidence so as to displace the Plaintiffs' title, particularly when the core documents relied upon by the Plaintiffs remain unchallenged. Likewise, the defences raised by the 2nd Defendant as Power Agent and by the 3rd Defendant as alleged purchaser are found to be legally untenable, inasmuch as no valid and enforceable transfer of title has been proved in accordance with the provisions of the Registration Act and the Transfer of Property Act. The plea of estoppel and part performance also does not come to the aid of the Defendants in the absence of proof of essential ingredients required under law.

99. In view of the above, this Court holds that the Plaintiffs have discharged the burden cast upon them by proving their title and possession over the suit property by cogent and reliable evidence, whereas the Defendants have failed to rebut the same or to establish any legally recognizable right in their favour. This Court is of the clear and considered opinion that the defendants have not acquired any right, title, or interest over the suit property, and their claim is based on an incomplete and legally unenforceable transaction. The plaintiffs, on the other hand, have proved their entitlement to the suit property and have also established the interference attempted

by the defendants and hence the Issues in OS No.286 of 2018 are answered in favour of the plaintiffs.

100. Issues No.1 to 7 in OS No.214 of 2015 :-

This Court has answered the issues in OS No.281 of 2018 in favour of the plaintiffs. As far as the present issues are concerned, in a suit for partition, the sine qua non is the establishment of co-ownership. The plaintiff in this suit must first prove that he has a definite share in the property. In the present case, the plaintiff has failed to produce any reliable document to establish his share or co-ownership. In the absence of such proof, the relief of partition cannot be granted. It is a fundamental requirement in a suit relating to immovable property that the property must be clearly identified. The plaintiff himself has admitted difficulty in identifying the suit property. Such uncertainty goes to the root of the matter and renders the suit not maintainable.

101. Likewise, relief of injunction is based on possession. A person who is not in possession cannot seek to restrain another unless he establishes a better title and consequential right to possession. In the present case, the plaintiff has failed to prove either possession or title and therefore is not entitled to injunction. The reliefs of permanent and mandatory injunction are discretionary and equitable in nature. A party seeking such relief must come to Court with clean hands and must establish a clear legal right. The plaintiff has not satisfied these requirements and hence is not entitled to equitable relief.

102. Though the plaintiff traces title to Gopal Rao, mere tracing of ancestry is not sufficient to establish present legal title. The plaintiff must prove lawful devolution of title through acceptable legal evidence. In the absence of clear documentary evidence showing transfer of title in his favour, the plaintiff's claim remains incomplete. Moreover, The plaintiff has not produced any revenue record or document to show possession. Further, he has admitted difficulty in identifying the property, which weakens his claim.

103. It is settled law that possession must be proved by cogent evidence. In the absence of such proof, the claim cannot be accepted. To claim partition, the plaintiff must establish co-ownership. The alleged partition deed has not been proved in accordance with law. No document showing his share or joint possession has been produced. It is a settled principle that the right to partition arises only when co-ownership is established. In the absence of proof of co-ownership, the claim fails.

104. Further, injunction is a discretionary relief and cannot be granted in favour of a person who fails to prove possession or legal right. Since the plaintiff has failed on both counts, no injunction can be granted. The Sub-Registrar performs statutory duties under the Registration Act. Courts cannot restrain such authority unless illegality is clearly established. The plaintiff has not shown any such illegality. Mandatory injunction requires proof of an enforceable legal right and its violation. Since the plaintiff has failed to establish title and possession, he is not entitled to such relief.

105. The pleadings of the plaintiff suffer from lack of clarity and proper description of the property. There are inconsistencies in identifying the survey numbers and extent, which casts doubt on the bona fides of the claim. Such suppression or ambiguity disentitles the plaintiff from relief. The evidence on record shows that parallel proceedings have been initiated in respect of the same property. The present suit appears to have been filed without establishing independent rights and seems to be an attempt to complicate the issue rather than resolve it. This Court cannot lend its support to such litigation. The plaintiff has sought reliefs against statutory authorities like the Sub-Registrar and Tahsildar without establishing any illegality in their actions. Courts cannot interfere with statutory functions unless there is clear violation of law, which is absent in the present case.

106. Upon a comprehensive consideration of the pleadings, evidence on record, and the findings rendered in the connected suit in OS No.286 of 2018, this Court finds that the plaintiff in the present suit has failed to establish the foundational requirements necessary to sustain a suit for partition and allied reliefs. The burden squarely lay upon the plaintiff to prove his title, co-ownership, and possession over the suit property. However, except making a bald assertion of ancestral right based on an alleged partition deed of the year 1969, no cogent documentary evidence has been produced to establish that the suit property forms part of the alleged joint family properties or that he has any subsisting share therein.

107. It is a settled principle of law that a decree for partition can be granted only upon proof of co-ownership and identifiable share in the suit property. In the present case, the plaintiff has not only failed to establish his title, but has also failed to correlate the suit property with the properties described in the alleged partition deed. Further, the plaintiff himself admits that the Item No.2 of the suit property is not capable of identification on ground, which renders the claim for partition vague and unenforceable. Such uncertainty in identification strikes at the very root of the relief sought.

108. Moreover, the claim of possession put forth by the plaintiff is not substantiated by any acceptable evidence. No revenue records, tax receipts, or any other material have been produced to show that the plaintiff was ever in possession or enjoyment of the suit property. On the contrary, the evidence available on record, particularly in the connected suit, establishes that the defendants herein have better title and possession. It is trite that a person who is neither in possession nor able to prove title cannot seek the equitable relief of injunction.

109. The reliefs of permanent and mandatory injunction sought by the plaintiff in this suit are purely consequential in nature and cannot be granted in the absence of proof of title or possession. The plaintiff has also failed to establish any illegality in the revenue records warranting interference by way of mandatory injunction. In addition, the inconsistencies in the description of the property, suppression of

material facts, and the pendency of earlier litigation involving the same subject matter further weaken the case of the plaintiff in the present suit.

110. In view of the above discussion, this Court is of the considered opinion that the plaintiff in the present suit has failed to prove his entitlement to any of the reliefs sought. The suit is devoid of merits, lacks cause of action, and is liable to be dismissed and thus the Issues No.1 to 7 in OS No.214 of 2021 are answered against the plaintiffs in the said suit.

In the result, both the suits are disposed off as below :-

OS.No.286 of 2018 :-

In the result;

That the plaintiffs' right and title over the suit property is hereby declared;

That the plaintiffs are entitled for consequential injunction restraining the defendants from interfering with possession;

That the plaintiffs are also entitled for permanent injunction restraining creation of encumbrance or alienation against the defendants 1 to 3;

Finally, the plaintiffs are entitled for the litigation expenses of the suit from the defendants 1 to 3.

OS No.214 of 2021 (OS.No.176/2018) :-

In the result,

- (i) this suit is dismissed**
- (ii) that the defendants 3 and 4 are entitled for litigation expenses from the plaintiff;**

Dictated to the Steno-typist, directly typed by her in the computer, corrected and pronounced by me in the open court this the 24th day of April 2026.

I-Additional District and Sessions Judge
Tiruvallur

Plaintiffs side Witnesses:

PW1 - P.N.Raghavendhiran
PW2 - Ravi
PW3 - Sivakumar
PW4 - Ravichandran

Plaintiffs side Exhibits:-

Ex.A1	----	Death certificate of Gopalaswami Rao
Ex.A2	----	Legal heirship certificate
Ex.A3	----	Death certificate of Nagaraja Rao
Ex.A4	----	Death certificate of Sakunthala
Ex.A5	----	Legal heirship certificate
Ex.A6	---	Patta in the name of Gopalaswami Rao in Patta No.55
Ex.A7	---	“A” registered
Ex.A8	20.07.2018	Kist receipt
Ex.A9	05.07.2006	Copy of Power of attorney deed
Ex.A10	28.06.2018	Letter to RPAD
Ex.A10(a)	27.06.2018	Objection given to Sub-Registrar, Perambakkam
Ex.A11	29.06.2018	Original Power of attorney deed
Ex.A12	----	Encumbrance certificate
Ex.A13	----	Encumbrance certificate
Ex.A14	----	Encumbrance certificate
Ex.A15	----	Encumbrance certificate
Ex.A16	----	Encumbrance certificate
Ex.A17	---	Guidelines value
Ex.A18	06.08.2018	Copy of complaint
Ex.A19	----	Copy of plaint in OS.No.176/2018
Ex.A19(a)	---	Fassali

Defendant side Witnesses:

DW1 - K.B.Venkatesn
DW2 - Suyam Prakash

DW3 - Chandhiraiya

Defendants side Exhibits :-

Ex.B1	10.04.1969	Copy of partition deed
Ex.B2	-----	Encumbrance certificate
Ex.B3	-----	Encumbrance certificate
Ex.B4	05.07.2006	Original Power of attorney deed
Ex.B5	25.06.2018	Sale notice
Ex.B6	26.07.2018	Order of the Hon'ble High Court of Madras in W.P.No. 18915/2018
Ex.B7	06.08.2018	Registration department receipt
Ex.B8	24.10.2018	Registration Department letter
Ex.B9	-----	Statement given by Suyamprakash
Ex.B10	01.04.2019	Order of the Sub-Registrar of Perambakkam
Ex.B11	----	Copy of petition of appeal
Ex.B12	----	Courier receipt
Ex.B13	---	Fees receipt paid by appeal
Ex.B14	----	Encumbrance certificate
Ex.B15	06.06.2019	Tax receipt
Ex.B16	14.05.2019	Legal notice
Ex.B17	29.04.2019	Letter of the District Registrar, Kancheepuram
Ex.B18	30.04.2003	Agreement of sale
Ex.C1	13.11.2025	Letter of the Registration Department in Na.Ga.No.6482/A1/2025
Ex.C2	---	Order of refusal of registration No.1/2018 along with documents

I-Additional District and Sessions Judge
Tiruvallur