

IN THE COURT OF THE DISTRICT MUNSIF AT TIRUTTANI

**Present : Tmt. R.D. Gurulakshmi, M.A., M.L., P.G.D.I & C.L.,
District Munsif, Tiruttani.**

Dated this Thursday the 16th day of July 2026

OS.No.137 OF 2014

(CNR.No.TNTR21-000102-2014)

...

1. P. Lakshimpathi Naidu (Died) (Amended as per order in IA.No.92/2018, dated:27.03.2018)
 2. Subramaniyam
 3. Ravi
 4. Sekar (Died)
 5. Hari
- ...Plaintiffs

/Versus/

1. Munirathinam Naidu (Died) (Amended as per order in IA.No.6/2024, dated:27.06.2024)
2. Babu
3. Parvathi (Died) (Amended as per order in IA.No.8/2025, dated:24.01.2025)
4. Lalitha
5. Menaka
6. Sekar
7. Amutha
8. Bakiyam
9. Chandrakala (Amended as per order in IA.No.8/2025, dated:24.01.2025) ...Defendants

This suit came up before me for final hearing on 07.07.2026 in the presence of M/s. P.M. Narasimhan, P. Velu, C. Thiruvenkadam, S. Rajesh, Advocates for Plaintiffs, P1, P4, D1, D3 were died, M/s. K.V. Ravi, Advocate for 1, 2, 4 to 7 Defendants, M/s. A. Venugopal, Advocate for 3rd Defendant, M/s. S. Gunasekar, Advocate for 8, 9 Defendants. Upon hearing both sides, upon perusing the records, and having stood over for consideration till this day this court delivered the following:-

JUDGMENT

The suit has been filed by the plaintiff for declaration of plaintiff's right, title and interest over the suit property and for consequential permanent injunction against the defendants, their men and agents from in any way

interfering with the plaintiff's peaceful possession and enjoyment of the suit property and for declaring the sale deed dated 01.12.2008 executed by 3rd defendant in favour of 1st defendant as null and void and for costs.

1. **The averments in the plaint filed by plaintiff in brief:-**

(a) The Old Dry S.F.No.136/10, New Dry S.F.No.136/12 total extent of 0.45 cents is the ancestral property of Munusamy Naidu, Kuppusamy Naidu, Kistappa Niadu, Narasimha Naidu, Govindha Naidu, Ramasamy Naidu and Jayarama Naidu. The above said seven persons got 0.06 $\frac{1}{4}$ cents each and they were enjoying separately the said property. The Patta bearing No.595 stood in the name of said persons in respect of the suit property.

(b) The plaintiff purchased the suit property an extent of 0.06 $\frac{1}{4}$ out of 0.45 cents in Old S.F.No.136/10, New S.F.No.136/12 from its lawful owner Munusamy Naidu under registered sale deed dated 21.10.1981. But the extent has been mentioned as 0.11 cents out of 0.45 cents instead of 0.06 $\frac{1}{4}$ by mistake. According to the boundaries mentioned in the sale deed dated 21.10.1981 the extent should be 0.06 $\frac{1}{4}$ cents.

(c) The plaintiff got right over the suit property an extent of 0.06 $\frac{1}{4}$ cents out of 0.45 cents in New S.F.No.136/12. The description of boundaries prevails over extent and survey number when there is a conflict. Therefore the plaintiff is claiming his right to an extent of 0.06 $\frac{1}{4}$ cents out of 0.45 cents in New S.F.No.136/12, even though it has been mentioned as 0.11 cents in Old S.F.No.136/10, New S.F.No.136/12 in the sale deed dated 21.10.1981.

(d) The plaintiff is an absolute owner of suit property and he is paying kist to the suit property. The patta stands in the name of Narasimhalu Naidu, who is the father of vendor of Plaintiff and others. In the above said patta one Rangamma and four persons namely Nagarathinammal, Munusamy, Sriramalu and Rukku Naidu have been falsely mentioned without any right instead of

Ramasamy Naidu, S/o. Munusamy who is the father of plaintiff. The mutation in revenue record would not confer any title.

(e) The 1st defendant created a sham and nominal sale deed dated 01.12.2008 as executed by 3rd defendant in favour of 1st defendant in respect of the suit property without any right. The 3rd defendant had no right to execute a sale deed in favour of 1st defendant in respect of suit property, since the suit property has been sold by the husband of 3rd defendant to the plaintiff on 21.10.1981. The sale deed dated 21.10.1981 executed by the husband of 3rd defendant in favour of plaintiff on 21.10.1981 would prevail over the sale deed dated 01.12.2008 as executed by 3rd defendant in favour of 1st defendant. Therefore the sale deed dated 01.12.2008 is not valid and not binding upon the plaintiff.

(f) The plaintiff is the absolute owner of the suit property and he got right, title and interest over the suit property. The defendants have no right over the suit property. On 20.09.2014 the defendants have threatened the plaintiff to dispossess him from the suit property and attempted to trespass into the suit property. Hence this suit. The 1st plaintiff died on 13.02.2017 leaving behind the 2 to 5 plaintiffs as his legalheirs. The 4th plaintiff died on 07.03.2019 as a bachelor without any legalheir. The 1st defendant died on 11.02.2023 leaving behind the 2, 4 to 7 defendants as his legalheirs. The 3rd defendant died on 23.11.2024 leaving behind the 8,9 defendants as his legalheirs.

2. **Written Statement filed by the 1st defendant and adopted by the 2, 4 to 7 Defendants in brief:-**

(a) This suit is false and is not maintainable either in law or on facts. The Plaintiff is the elder brother of this defendant. The suit property extent of 6¼ cents out of the total extent of 45 cents in S.No.136/12 along with other properties is the joint family property of the plaintiff, this defendant and co-sharers. The entire extent of 45 cents (18 ares) in S.No.136/12 belongs to the

family of Munuswamy Naidu. Including the said 45 cents total extent being 0.47.0 ares covered under patta number 595 has been inherited by the sons of the said Munusamy Naidu.

(b) The suit property was not partitioned till date. The entire extent of 47 ares is not fit for agriculture and kept barren by all the co-sharers. There is no well in S.No.136/12, to irrigate the said extent of 47 ares. Some of the co-sharers are either dead, left the village and not interested to claim partition and separate possession. The plaintiff and defendants' families, Rangamma, Nagarathnammal, Munusamy, Sriramulu and Rukka Naidu are the legalheirs of Ramasamy Naidu.

(c) The boundary recitals in the sale deed dated 01.12.2008 are correct and the boundary recitals in the sale deed dated 21.10.1981 is wrong. The plaintiff has stated Northern boundary as lands of Ravi, who is the 3rd son of the plaintiff. Whereas the boundary recitals in the sale deed dated 21.10.1981 North bounded by the lands of the plaintiff. But actually the North of the suit property, the joint family properties of Munuswamy Naidu and his seven sons is situated in namely S.No.132/13A, 13C and 132/6. To the further North of the said lands alone, the property of the plaintiff is situate.

(d) The alleged sale deed dated 21.10.1981 states that the plaintiff has purchased 11 cents from Munusamy Naidu, S/o. Narasimha Naidu. Narasimha Naidu died on 03.07.1986 and he didn't execute the sale deed nor even signed as a witness who was very much alive on the date of said sale. But. This fact will establish the falsity of the sale deed dated 21.10.1981. After the death of Munuswamy Naidu, his wife has been in possession and enjoyment of her husband's share and this defendant purchased the said undivided share (the suit property) under registered sale deed dated 01.12.2008. This defendant also entitled to his undivided share in other extents namely S.No.132/6, 132/13A and

132/13C which forms part of the patta 595. This defendant never threatened the plaintiff. Hence this suit is liable to be dismissed with cost.

3. **Written Statement filed by the 3rd Defendant in brief:-**

(a) The Old Dry S.F.No.136/10, New Dry S.F.No.136/12 total extent of 0.45 cents is the ancestral property of Munusamy Naidu, Kuppusamy Naidu, Kistappa Niadu, Narasimha Naidu, Govindha Naidu, Ramasamy Naidu and Jayarama Naidu is true. The above said seven persons got 0.06 $\frac{1}{4}$ cents each and they were enjoying the said property separately as per their share is concerned is true. The Patta bearing No.595 stood in the name of said persons in respect of the suit property with larger extent.

(b) The plaintiff purchased the suit property an extent of 0.06 $\frac{1}{4}$ out of 0.45 cents in Old S.F.No.136/10, New S.F.No.136/12 with specific boundaries from its lawful owner Munusamy Naidu under registered sale deed dated 21.10.1981 is true. From the date of purchase, the plaintiff is in possession and enjoyment of the suit property without any interruption. The plaintiff is an absolute owner of suit property is true. The patta stands in the name of Narasimhalu Naidu, who is the father-in-law of this defendant. In the above said patta one Rangamma and 4 persons namely Nagarathinammal, Munusamy, Sriramalu and Rakku Naidu have been falsely mentioned without any right instead of Ramasamy Naidu S/o. Munusamy Naidu, who is the father of plaintiff.

(c) The 3rd defendant has not executed the sale deed dated 01.12.2008 in favour of 1st defendant in respect of suit property. This defendant has no right to execute a sale deed in favour of 1st defendant, since the suit property has been sold out by the husband of 3rd defendant to the plaintiff on 21.10.1981 is true. The sale deed dated 21.10.1981 is valid one. The 3rd defendant has not received any amount from the 1st defendant for the suit property. The plaintiff got right,

title and interest over the suit property. The 1,2 defendants have no manner of any right over the suit property. Hence this suit has to be decreed according to law.

4. **Written Statement filed by the 8, 9 Defendants in brief:-**

(a) These defendants admit that the suit property measuring an extent of 0.06 ¼ cents in New S.F.No.136/12, Old S.F.No.136/10 is absolute property of plaintiffs. The plaintiffs' predecessor-in-title purchased the suit property under a registered sale deed dated 21.10.1981 from its lawful owner late Munusamy Naidu, husband of 3rd defendant. These defendants fully accepted the plaintiffs' contention that while the boundaries mentioned in the sale deed dated 21.10.1981 correctly demarcate the actual extent of 0.06 ¼ cents, the total extent was inadvertently mentioned as 0.11 cents by mistake.

(b) These defendants submitted to the settled legal principle that boundaries prevail over the extent and confirm that the plaintiffs are the absolute owners of the suit property falling within the schedule boundaries. These defendants categorically admit that the sale deed dated 01.12.2008 alleged executed by their mother in favour of 1st defendant is completely sham and void ab initio. Since the late husband of the 3rd defendant had already conveyed title to the plaintiff on 21.10.1981, the 3rd defendant absolutely had no subsisting right, title or interest to alienate the property again in 2008.

(c) The sale deed dated 01.12.2008 did not bind the plaintiffs and it did not pass any valid title to the 1st defendant or his legalheirs 2, 4 to 7 defendants. These defendants are the legalheirs of 3rd defendant. The defendants reiterate that they do not claim any right, title, interest or possession over the suit property.

5. **The following issues were framed by this court for the purpose of the trial:-**

1. Whether the sale deed dated 21.10.1981 and sale deed dated 01.12.2008 have been executed in respect of the suit property?

2. Whether the Plaintiff is the sole and absolute owner of the suit property having clear, valid title to the same?
3. Whether the sale deed dated 01.12.2008 executed by the 3rd defendant in favour of 1st defendant is to be declared as null and void?

6. **Additional Issues framed on 30.10.2024:-**

1. Whether Plaintiff is entitled for declaration and injunction as prayed for?
2. What are the other relief parties are entitled to?

7. **Additional Issues framed on 06.06.2026:-**

3. Whether the suit is barred by limitation?

8. In this case on the side of plaintiffs' 3rd plaintiff has examined himself as Pw1 and Ex.A1 to Ex.A8 were marked. On the side of defendants, 2nd defendant was examined himself as Dw1. No documents were produced on the side of defendants. Court witness, documents and third party documents were not produced.

9. **Issues No.1, 2:-**

The 1st Plaintiff and 1st defendant are the brothers and the suit property originally belonged to the Munusamy Naidu and 6 others are the admitted facts in this case. The plaintiff contended that the plaintiff purchased the suit property from the husband of 3rd defendant and he enjoyed the suit property. In the meantime the 3rd defendant who is the daughter-in-law of Narasimha Naidu wife of Munusamy executed a sale deed in favour of 1st defendant. On the other hand 1st defendant contended that the suit property originally belonged to 3rd defendant and the 3rd defendant executed a sale deed in favour of 1st defendant. No oral and documentary evidence were produced on the side of 1st defendant to prove the title of 3rd defendant over the suit property.

10. On the other hand the plaintiffs produced the Ex.A1 sale deed dated 21.10.1981 executed by Munusamy Naidu who is the husband of 3rd defendant in favour of 1st plaintiff. Ex.A2 is the sale deed dated 01.12.2008 executed by the 3rd defendant wife of Munusamy in favour 1st defendant. Ex.A3 is the patta for the suit survey number and other survey numbers in favour of Munusamy and 6 others. Ex.A4, Ex.A5 and Ex.A6 are the kist receipts for the fasali 1396, 1400, 1404 respectively for Patta No.595 and other patta numbers. Ex.A7 is the Rough Sketch for the suit property. Ex.A8 is the 'A' Register copy issued by the Village Administrative Officer to corroborate the old survey number and new survey number of the suit property. Since no competent authority issued the Ex.A8 document, the Ex.A8 is in-admissible in evidence. From Ex.A1, Ex.A3 to Ex.A7 it is clear that the suit property is in the possession and enjoyment of the plaintiffs.

11. The 1st defendant contention as per written statement is that after the death of Munusamy Naidu 3rd defendant has been in possession and enjoyment of her husband's share. In contrary to the averments of written statement the 1st defendant stated in his chief examination as follows:-

"சர்வே எண்.136/12-ல் இருக்கும் 7 செண்ட் நிலம் நரசிம்ம நாயுடு மாமனார் 3-ம் பிரதிவாதி பார்வதிக்கு ஒதுக்கிய நிலமாகும். ஆதலால் 3-ம் பிரதிவாதியின் கணவர் முனுசாமி நாயுடுவுக்கு சர்வே எண்.136/12-ல் எந்த உரிமையும் இல்லை என்று தெரிவித்துக் கொள்கிறேன். அதனால்தான் நரசிம்ம நாயுடு அனுமதி இல்லாமல் ஒரு பொய்யான கிரையப் பத்திரத்தை முதல் வாதியானவர் எழுதிக் கொடுத்துள்ளார்."

No supporting evidence adduced on the side of 1st defendant to prove that suit property was allowed to the share of 3rd defendant by the said Narasimhalu Naidu. On the other hand regarding the suit property Dw1 in his cross examination deposed as follows:

"3ம் பிரதிவாதி பார்வதியம்மாளுக்கு வழக்கு சொத்து எப்படி கிடைத்தது என்றால் அவருடைய கணவர் முனுசாமி நாயுடுவுக்கு பூர்வீக சொத்து"

Dw1 himself admitted that the suit property is the ancestral property of Munusamy Naidu the husband of 3rd defendant, who executed the sale deed in favour of the plaintiff on 21.10.1981.

12. Plaintiff contended that the remaining 6 shares of suit property were purchased by the 3rd plaintiff. But no documents were produced. Regarding the possession and enjoyment of suit property Dw1 deposed as follows:

"கடைசி 7ம் பாகம்தான் முனிரத்தினம் மற்றும் 1ம் வாதி, 1ம் பிரதிவாதி ராமமூர்த்தி, முனுசாமி சம்மந்தப்பட்டது என்றால் சரிதான். கடைசி 7ம் பாகத்தை நானும் முனுரத்தினம் மற்றும் 1ம் வாதி, 1ம் பிரதிவாதி ராமமூர்த்தி, முனுசாமி கூட்டாக வாங்கினோம் என்றார் சரிதான். வழக்கு சொத்தை ஜக்குபந்தி போட்டு 6 ¼ செண்ட் வாங்கினோமா என்றால் தெரியாது. வா.த.சா.ஆ.2ல் ஜக்குபந்தியில் சர்வே எண்.131/4க்கு கிழக்கு, சர்வே எண்.136/11க்கு மேற்கு, என் பாகத்திற்கு வடக்கு, 3ம் வாதி ரவி நிலத்திற்கு தெற்கு இதன் மத்தியில் 7 செண்ட் என்றால் சரிதான். ஆனால் ரவி நிலம் என்பது எனக்கு தெரியவில்லை. நான் பார்வதியம்மாஸிடம் பொதுவில் வாங்கினேனா ஜக்குபந்தி போட்டு வாங்கினேனா என்றால் வா.த.சா.ஆ.2ன் படி நான் வாங்கினேன். நான் வாங்கிய வா.த.சா.ஆ.2ன் படி என் அப்பா பெயரில் பட்டா உள்ளதா என்றால் இல்லை. வரி செலுத்துகிறோனா என்றால் இல்லை."

Except Ex.A2 sale deed dated 01.12.2008 no revenue records stands in the name of 1st defendant was produced to prove his possession of 1st defendant over the suit property. The 3, 8, 9 defendants filed written statement that though the sale deed executed in favour of plaintiff, 3rd defendant not received any consideration from the 1st defendant. No oral or documentary evidence adduced on the side of 3, 8, 9 defendants to prove the same.

13. Since the husband of 3rd defendant executed the sale deed in favour of plaintiff through Ex.A1 on 21.10.1981, this court is of view that the 3rd defendant has no right to execute the sale deed dated 01.12.2008. From the evidence of Pw1 and Dw1 and on perusal of plaintiffs' side documents, it is clear that the suit property was purchased by the plaintiff through Ex.A1 and 1st Plaintiff enjoyed the suit property by paying kist in his name. Though 1st

defendant purchased the suit property through Ex.A2, he did not enjoyed the suit property. On perusal of Ex.A1, Ex.A3 to Ex.A7 and on consideration of oral evidence this court is of view that the title and possession over the suit property is proved by the plaintiff. Hence this issues No.1, 2 in favour of plaintiffs.

14. **Issue No.3 & Additional issues No.1, 3:-**

Plaintiff contended that the defendants fraudulently created the sale deed dated 01.12.2008 and they threatened on 20.09.2014 to disposes him from the suit property and attempted to trespass into the suit property. No oral and documentary evidence produced on the side of plaintiff to corroborate the said statement. Further nowhere in the plaint stated that on what date plaintiff got the knowledge about the sale deed dated 01.12.2008. Plaintiff filed this suit on 24.11.2014 after 6 years from the execution of Ex.A2 sale deed. Nothing stated in the plaint by the plaintiff regarding the limitation.

15. Since the suit is filed after 6 years from the date of execution and there is no evidence on the side of plaintiff to exclude limitation, this Court is of view that this suit is barred by limitation. Even though plaintiffs proved that they have the title and possession over the suit property, plaintiffs failed to prove that this suit filed within limitation. Hence this court concluded that this suit is barred by limitation. Hence Issue No.3 and Additional issues No.1, 3 are decided as against the plaintiffs.

16. **Additional issue No.2:-**

As the above issue No.3 and additional issues No.1,3 are answered as against the plaintiffs this court is of opinion that the plaintiffs are not entitled to any other additional or alternative remedy. On considering the facts and circumstances of the case, both the parties are directed to bear their own costs. Hence this issue No.6 is answered accordingly.

In the result, the suit is dismissed. In view of the facts and circumstances of the case, no cost is awarded.

Dictated to my Steno – Typist, typed by her directly, corrected and pronounced by me in open court, this the 16th day of July 2026.

District Munsif,
Tiruttani.

Plaintiffs' side Witness:-

Pw1 – Mr. Ravi

Plaintiffs' side Exhibits:-

1. Ex.A1 21.10.1981 The registered sale deed - Original
2. Ex.A2 01.12.2008 The certified copy of sale deed
3. Ex.A3 02.05.2014 The copy of computerized patta No.595
4. Ex.A4 20.03.1987 Kist receipt - Original
5. Ex.A5 15.09.1990 Kist receipt - Original
6. Ex.A6 06.01.1995 Kist receipt - Original
7. Ex.A7 -- Rough Plan in respect of the suit property
8. Ex.A8 04.09.2014 Certified copy of Settlement A Register

Defendants' side Witness :-

Dw1 – Mr. Babu

Defendants' side Exhibits :- Nil

Third party Exhibits:- Nil

The Court Witness & Exhibits:- Nil

District Munsif,
Tiruttani.