

IN THE COURT OF THE DISTRICT MUNSIF AT AMBATTUR.

PRESENT: TMT.J.MADHUMITHA, B.A.B.L(HONS.), L.L.M.,
DISTRICT MUNSIF, AMBATTUR

Tuesday, the 04th day of August 2026.

ORIGINAL SUIT NO.263 OF 2023

CNR.NO.TNTR22 – 000376 – 2023

T.E.Santhanakumar

.....Plaintiff

-Vs-

1. V.Sampathkumar

2. The Sub-Registrar

3. The District Collector, Thiruvallur District.

....Defendants

This suit having come on 29.07.2026 before me for final hearing in the presence of Shri.D.Inbaraj, learned counsels for the Plaintiff, 1st Defendant was set exparte on 10.03.2025, Shri.R.Sivashankar, Government Pleader for the Defendants 2 and 3, upon hearing the arguments made by the learned counsels for the plaintiff and the learned counsels for the defendants and on perusal of the records and this suit having stood over for consideration till this day, this Court delivers the following.

J U D G M E N T

1. The suit is filed by the Plaintiff for a declaration, declaring the 'Cancellation of the Power of Attorney Deed' dated 31.03.2023 executed by the First Defendant,

registered as D.No.4564 of 2023, before SRO, Ambattur is null and void and not binding on the plaintiff and for a permanent injunction restraining the first defendant, his agents, servants, subordinates or any one at his instructions from interfering with the plaintiff's peaceful possession and enjoyment of the suit property and for a permanent injunction restraining the first defendant, his agents, servants, subordinates or any one at his instructions from alienating, encumbering, mortgaging, creating any charge or lien over the suit property and for a permanent injunction restraining the second defendant, its agents, servants, subordinates or any one at its instructions from admitting any documents submitted by the first defendant for the registration of the suit property and for the cost of the suit.

CONCISE STATEMENT OF THE PLAINT FILED BY THE PLAINTIFF:

2. The Plaintiff submit that originally 0.03 cents or 1295 sq.ft of vacant land, comprised in S.No.284/2B1, 284/2C of Thirumullaivoyal Village and Avadi Taluk, Tiruvallur District was purchased by the first defendant's mother namely V.Karpagammal, through a registered sale deed dated 17.08.1980, registered D.No.3393 of 1980 before SRO, Ambattur, subsequently the said V.Karpagammal died intestate on 01.02.2009, leaving behind V.Vatchalakumari, V.Sampathkumar (the first defendant) and V.Chandrasekar as her legal heirs to succeed the above mentioned 0.3 cents of land in S.No.284/2B1, 284/2C, thus each of the above three person have got 1/3rd share in the above mentioned 0.03 cents or 1295 sq.ft of land, which is more fully described in the schedule hereunder.

3. That the first defendant along with the other legal heirs of V.Karpagammal have negotiated with the plaintiff to sell the suit property for a total sale consideration of Rs.6,00,000/- and after each of them have received a sum of Rs.2,00,000/- from the plaintiff, through the plaintiff's bank account, all the above mentioned V.Vatchalakumari, the V.Sampathkumar (First defendant) and V.Chandrasekar have jointly executed a registered power of attorney dated 10.02.2014, registered as D.No.1841 of 2014, before SRO, Ambattur and handed over the possession of the suit property, along with the entire original title deeds of the suit property to the plaintiff, as such the power of attorney infavour of the plaintiff is coupled with an interest over the suit property.

4. That after execution of the power of attorney, the plaintiff has obtained the legal heirship certificate of the first defendant's mother V.Karpagammal and the SLR Patta in the name of his principals and also the plaintiff has applied to the CMDA to develop the suit property by way of construction of flats in the suit property and after paying necessary fees got building plan approval permit, vide No.277/115/E2, dated 13.05.2015 and put up a small building in the suit property, in all the plaintiff has invested more than Rs.10,00,000/- for the development of the suit property. Thereafter, the plaintiff had executed a registered agreement of sale infavour of A.R.Anandan on 15.10.2015, registered as D.No.14351 of 2015, before SRO, Avadi, thus, the plaintiff is in absolute possession, right, title, ownership and enjoyment over the suit property without any interference from others including the first defendant.

5. That in the meanwhile, the plaintiff has canvassed and arranged for the sale of the undivided share of the suit property to the prospective buyers, but the first defendant has demanded to give Rs.30,00,000/- as his share and refused to execute sale deed infavour of the prospective flat buyers. Subsequently, the first defendant forced the plaintiff to execute a sale deed infavour of one Mahaganesh, who is a notorious criminal, without any sale consideration and when the plaintiff has refused to execute the sale deed, the first defendant instigated Mahaganesh to give troubles to the plaintiff and as per the direction of the first defendant, the said Mahaganesh brought a JCB machine on 25.01.2023 and attempted to demolish the building in the suit property, immediately the plaintiff rushed to the suit property and stopped all the illegal attempt and also lodged a complaint before the T10, Thirumullaivoyal PS and after enquiry the police has issued a CSR No.142 of 2023 infavour of the plaintiff and strongly warned the said Maha Ganesh not to interfere with the peaceful possession and enjoyment of the suit property by the plaintiff.

6. The plaintiff submits that once again on 24.02.2023, the said Maha Ganesh brought some anti-social elements to the suit property on the Public Road, Stating that the suit property belongs to the said Mahaganesh and also threatened the plaintiff and his family members to sell the suit property to him and if not, he will kidnap the plaintiff and kill him and since the plaintiff's life is in peril, the Plaintiff has lodged a complaint to the Commissioner of police, Avadi Commissionerate on 25.02.2023 and the said Mahaganesh was arrested and a case was filed against him. Then only, all

the illegal and unlawful activities, atrocities of the first defendant to dispose off the plaintiff from the suit property was stopped. Since the illegal and unlawful attempts of the first defendant was continuing, the plaintiff was forced to lodge an objection letter to the second defendant not to admit any document submitted by the first defendant for the registration of the suit property.

7. That when the plaintiff has applied and obtained the encumbrance certificate from the second defendant, to his great shock and surprise, the plaintiff came know that the second defendant on the advice of the first defendant has cancelled the registered power of attorney dated 10.02.2014 infavour of the plaintiff, through a registered 'Cancellation of Power of Attorney Deed' dated 31.03.2023, registered as D.No.4564 of 2023, without the consent of the plaintiff and also not giving any notice or intimation to the plaintiff as prescribed by the Law for the cancellation of the power of attorney. Since the power of attorney infavour of the plaintiff is coupled with an interest over the suit property, the first defendant has no right or is not having any legally tenable authority to cancel the power of attorney and the cancellation of power is highly condemnable, arbitrary, illegal, unlawful and unjust and caused undue hardship to the plaintiff. Aggrieved by the unlawful activities, atrocities of the first defendant, the plaintiff has sent an 'Objection Letter' to the second defendant on 01.04.2023 to stop further alienation and registration by the First Defendant but the second defendant has issued a reply on 03.04.2023 stating that the second defendant will proceed legally. All the illegal and unlawful activities and atrocities of the first

defendant and his henchmen to trespass and illegally occupy the suit are highly condemnable, arbitrary and unjust.

8. The plaintiff apprehends that the first defendant may at any time trespass into the suit property. Therefore, if the first defendant is not restrained by an order of permanent injunction, the first defendant will trespass into the suit property, thereby put the plaintiff to irreparable loss and hardship. Further, after knowing the present situations and police complaints, the first defendant is negotiating with the third parties and also attempting to alienate his share of the suit property and registered the same before the second defendant. At this juncture if the registered cancellation of the power of attorney deed dated 31.03.2023, executed by the first defendant is not declared as null and void and also if the second defendant are not restrained by an order of permanent injunction from admitting any documents submitted by the first defendant for the registration of the suit property, the plaintiff will be put to irreparable loss, hardship and misery. The second defendant is a subordinate to the third defendant, hence the third defendant is added as party to the suit as abundant caution. Hence the plaintiff has no other option except to file this suit for Declaration and Permanent Injunction.

**CONCISE STATEMENT OF THE WRITTEN STATEMENT FILED BY THE
SECOND DEFENDANT AND ADOPTED BY THE THIRD DEFENDANT:**

9. The second defendant denies all the allegations contained in the plaint except those that are specifically admitted herein and puts the plaintiff to the strict proof of

the same. That the instant suit is not maintainable both in law and on facts and the second defendant is an non-necessary party to the suit. Besides, Government officials cannot be restrained from doing his duties and on this ground alone the suit is liable to be dismissed with costs.

10. That there is no interim injunction petition in this case as such the petition under section 80 CPC, should not be allowed for filing a suit against the Government. The plaintiff is supposed to give a notice as contemplated under Section 80 CPC and for not giving such notice in this case this suit is to be dismissed, further the second defendant is hereby submits that he is always prepared to abide by any orders being passed in the present case by this Hon'ble Court.

11. That this defendants are impleaded in the suit without any relief of purpose and there is no mentioned or pleading against the second defendant. The second defendant further submits that he is only formal party. The case is a dispute between the plaintiff and the first defendant second defendant is not concerned with this dispute and the plaintiffs has averred anything against the second defendant, the plaintiff is under liability to strict proof of the same.

12. It is the dispute between plaintiff and defendants, wherein the second defendant is not concerned with this dispute, further transactions made by the defendants presented pertaining to the suit property as against the accusation of the plaintiff declaring the cancellation of the power of attorney in document no.4564/2023 dated 31.03.2023 executed by the first defendant as null and void,

second defendant submits that as far as this defendant is concerned if any document is presented for registration pertaining to a property the second defendant cannot stop the same, if the document so submitted is in accordance to law, without order of the competent court of law and therefore the allegation of the plaintiff on the defendant is baseless and vexatious.

13. That there is no urgent or interim petition against the second defendant as nothing is served on the second defendant and in the absence of an interim petition against the second defendant the plaintiff as to give 90 days notice as contemplated under 89(2) CPC and the plaintiff cannot file an affidavit and get this 90 days period dispensed with the second defendant reiterates that there is no allegation against the second defendant anywhere in the plaintiff and such is not maintainable against the second defendant.

14. That the second defendant is unnecessarily added as a party is a clear case of misjoinder of parties and so the suit is liable to be dismissed as against the second defendant hereby reserves his rights to file additional written statement in future, if required. Hence prayed to dismiss the above suit as against the second defendant with exemplary costs.

15. On perusal of the plaint and written statement filed by the defendants, this Court framed the following issues on 29.07.2025:

ISSUES

1. *Whether plaintiff is entitled to Declaration that D.No.4564 of 2023 dated 31.03.2023 is null and void?*
2. *Whether the plaintiff is entitled to permanent injunction as prayed in relief (b)?*
3. *Whether plaintiff is entitled to permanent injunction as prayed for in relief (c)?*
4. *Whether plaintiff is entitled to permanent injunction as prayed for in relief (d) of plaint?*
5. *To what other reliefs?*

16. **Evidences:** On the side of plaintiff, the Plaintiff is examined as PW1 himself and Ex.A1 to Ex.A11 documents were marked. No one is examined and no documents were marked on the side of defendants.

Discussions and Findings:

Answer to Issue No.1-

17. Heard both sides, perused records. It is the case of the Plaintiff that the Defendant No.1 and two other siblings of Defendant No.1, who are the legal heirs of V.Karpagammal, had executed power of attorney deed in favour of Plaintiff, and that the 1st Defendant had unilaterally cancelled the agency of the Plaintiff, through registered cancellation of power of attorney without any prior notice to the Plaintiff. Hence the suit prayer for declaring the 'Cancellation of the Power of Attorney Deed'

dated 31.03.2023 executed by the first defendant, registered as D.No.4564 of 2023, before SRO, Ambattur is null and void and not binding on the plaintiff. It is observed that the 1st Defendant has been set exparte on 10.03.2025 for non filing of written statement. Moreover the 2nd and 3rd Defendants had filed written statement, but had not furnished any further evidence in the case. In regard to the facts and circumstances of this case, this Court refers to the Judgment of **Hon'ble Madras High Court in Arunachalam pillai and another vs. Sorimuthu pillai, reported in 2004 AIR MAD 185**, wherein it was held in para 9 that, **“It is well established principle that the plaintiff must win or fall on his own pleadings and evidence”**. Hence it is the duty bound upon the Plaintiff to prove that power of attorney in favour of plaintiff is coupled with interest and so 1st Defendant cannot unilaterally cancel the power deed.

18. Plaintiff is examined as PW1, and Ex.A1 to A11 documents are marked. It is inferred from Ex.A1 Sale deed that suit property was purchased by V.Karpagammal on 17.08.1980 vide D.No.3393 of 1980 before SRO, Ambattur. Further, from Ex.A2 death certificate of V.Karpagammal, it is observed that she died on 01.02.2009. From Ex.A3 legal heir certificate of V.Karpagammal, it is inferred that V.Vatchalakumari, V.Sampathkumar being the 1st Defendant and V.Chandrasekar are the legal heirs of V.Karpagammal. Thus it is inferred that V.Vatchalakumari, the 1st Defendant and V.Chandrasekar have the right to succeed the suit property mentioned 0.3 cents of land in S.No.284/2B1, 284/2C, as each of the above three person have got 1/3rd share in the above mentioned 0.03 cents or 1295 sq.ft of land.

19. From conscious reading over Ex.A4 Power of attorney deed, it is observed that V.Vatchalakumari, the 1st Defendant and V.Chandrasekar have jointly executed a registered power of attorney dated 10.02.2014, registered as Document No.1841 of 2014, before SRO, Ambattur to the Plaintiff herein. It is clear that from the reading of Ex.A4 that the above said three persons have jointly given power to the Plaintiff to act as their agent only. It is the case of Plaintiff that the 1st Defendant along with the other legal heirs of V.Karpagammal have negotiated with the plaintiff to sell the suit property for a total sale consideration of Rs.6,00,000/- and after each of them have received a sum of Rs.2,00,000/- from the plaintiff, through the plaintiff's bank account. But the above pleadings is inconsistent to the Ex.A4 document, as the document clearly states that Principals have not received any consideration from the Attorney for executing the Deed of General Power of Attorney.

20. Even though the Plaintiff has submitted his bank statement showing disbursement of Rs.2,00,000/- through cheque, there is no proof that the amount was transacted for the purpose of the interest over the power deed only, as there is no explicit statement in the Ex.A4 power deed which is admittedly signed by the Plaintiff also, admitting the fact that Principals have not received any consideration from the Attorney for executing the Deed of General Power of Attorney. Hence it is considered that the Ex.A4 General power of Attorney is a document which is not coupled with interest over the agent being the Plaintiff on the date of executing the Ex.A4 General power of Attorney.

21. Further, it is inferred from Ex. A8 that the 1st Defendant has cancelled the registered power of attorney dated 10.02.2014 infavour of the plaintiff, through a registered 'Cancellation of Power of Attorney Deed' dated 31.03.2023, registered as D.No.4564 of 2023. On careful reading of the Ex.A8 document it is inferred that one of the principals who gave power to the Plaintiff on 10.02.2014, namely V.Chandrasekar has died on 24.12.2015, which is observed from the Death certificate attached with the Cancellation of Power of Attorney Deed. Hence it is clear that upon death of the Principal being V.Chandrasekar, his power given to the Plaintiff has stood revoked on 24.12.2015. But the Plaintiff has not mentioned about the death of one of his Principals in the pleadings, which is clear suppression of material facts.

22. Furthermore, State registration guidelines have held that a general, non coupled with interest Power of Attorney can be unilaterally revoked by the principal without mandatory prior notice or intimation to the agent for the registration itself to be valid. Only when the power agent holds a personal financial or proprietary stake in the schedule property, the principal cannot unilaterally cancel the power of attorney deed. In the present case, in page no.5 of the Ex.A4 Power of Attorney deed, there is clear mention that Principals have not received any consideration from the Attorney for executing the Deed of General Power of Attorney, and the same is executed by the Plaintiff.

23. Hence, as the Plaintiff has not proved that he holds a personal financial or proprietary stake in the schedule property, Ex.A4 is considered as a Power of

Attorney document not coupled with interest of the agent. As per section 201 of the Indian Contract Act, the 1st Defendant who is admitted to be one of the Principal of the Ex.A4 General Power of Attorney, can unilaterally revoke the agency without mandatory prior notice as it is not coupled with interest over Power of Attorney. In this connection, regard may be had to the decision of a reported judgment of **Prem singh Vs. Birbal in (2006) 5 SCC 353**, that:

"There is a presumption that a registered document is a validly executed. A registered document, therefore prima facie would be valid in law. The onus of proof, thus, would be on a person who lead evidence to rebut the presumption."

On application of the above ruling to the present case, it is observed that Ex.A8 Cancellation of Power of Attorney Deed dated 31.03.2023, is registered as Document No.4564 of 2023, is valid in eye of law. The Plaintiff has the burden of proof to rebut the presumption. As the onus of proof is on the Plaintiff to invariably prove his case, and the same has not been done, the Plaintiff is not entitled to the relief of declaration as prayed for. Hence the Issue No.1 is answered against the Plaintiff.

Answer to Issue No.2 to 4-

24. It is the admitted case of Plaintiff that V.Vatchalakumari, the V.Sampathkumar being the 1st Defendant and V.Chandrasekar have jointly executed a registered Ex.A4 power of attorney deed dated 10.02.2014, registered as D.No.1841 of 2014, before SRO, Ambattur. It is mentioned in the pleadings that upon execution of Ex.A4 power

deed, the above mentioned persons handed over the possession of the suit property, but there is no such mentioning of handing over the possession found in Ex.A4 power of attorney deed dated 10.02.2014. The mention in page 3 of the Ex.A4 power of attorney deed is, “AND WHEREAS the PRINCIPALS herein jointly possessed the said property and they are in absolute uninterrupted possession and enjoyment of the house, ground and premises ever since the date of demise of their mother”, and that the Plaintiff is given power to apply for revenue records, sell, deliver vacant possession to vendor etc, but there is no explicit mentioning of enjoyment of the power agent over the suit property. Ex.A5 being the patta for the suit property is found in name of the Principals V.Vatchalakumari, the V.Sampathkumar and V.Chandrasekar of the Plaintiff, and there is no document showing possession and enjoyment by the Plaintiff over suit property even in name of agent. It is settled law that Injunction cannot be granted against true owner. Hence the plaintiff is not entitled to relief of permanent injunction against the 1st Defendant as prayed for in relief (b) and (c) of the plaint.

25. Further during the cross examination of the Plaintiff by 2nd Defendant, it is deposed that the Plaintiff has sent letter of objection to the 2nd Defendant office regarding Ex.A8 Cancellation of Power of Attorney.

PW1 Cross examination-

"வழுக்கு சொத்து சம்மந்தமாக கிரையம்பத்திரம் எதுவும் பதிவு செய்யக்கூடாது என்று 2 ம் பிரதிவாதியிடம் மனுக்கொடுத்தேனா என்றால் கொடுத்துள்ளேன். மேற்கூறிய மனுவை நான்

வழக்கில் தாக்கல் செய்துள்ளேனா என்றால் செய்துள்ளேன். நான் கூறியவாறு மனு எதுவும் வழக்கில் தாக்கல் செய்யவில்லை என்றால் சரியல்ல. மனுவிற்கு 2 ம் பிரதிவாதி கொடுத்ததாக சொல்லும் பதில்கடிதத்தை நான் வழக்கில் தாக்கல் செய்துள்ளேனா என்றால் செய்துள்ளேன். 2 ம் பிரதிவாதி பதில் கடிதத்தில் என்ன சொல்லியுள்ளார் என்றால் சட்டத்திற்கு உட்பட்டு நடவடிக்கை எடுக்கப்படும் என்று சொல்லப்பட்டது. நான் கூறும் பதில் கடிதம் நீதிமன்றத்தில் தாக்கல் செய்யவில்லை என்றால் சரியல்ல."

26. It is observed that no such documents regarding objection letter and reply letter of 2nd Defendant is filed before Court. If any document is presented for registration pertaining to a property the 2nd Defendant cannot stop the same, if the document so submitted is in accordance to law, without order of the competent court of law and therefore the relief sought by the plaintiff against the 2nd Defendant cannot be granted. Hence the plaintiff is not entitled to relief of permanent injunction against the 2nd Defendant as prayed for in relief (d) of the plaint. Thus the Issues No. 2 to 4 are answered in against the Plaintiff.

Answer to Issue No.5-

27. Since this Court decided that the Plaintiff is not entitled to the relief of declaration and permanent injunctions as prayed for, it is decided that the Plaintiff is not entitled for any other reliefs. Thus Issue No.5 is answered against the Plaintiff.

RESULT-

28. In the result, this suit is dismissed. No order as to costs.

Dictated to the steno-typist, typed by her directly in the desktop, corrected and

pronounced by me in the open Court on this 04th day of August 2026.

**DISTRICT MUNSIF,
AMBATTUR.**

PLAINTIFFS SIDE WITNESSES:

PW1 Santhanakumar

PLAINTIFFS SIDE EXHIBITS:

Exhibit A1	17.08.1980	Sale Deed infavour of V.Karpagammal – Online Certified Copy
Exhibit A2	04.02.2009	Death Certificate of V.Karpagammal – Photo Copy
Exhibit A3	09.12.2013	Legal Heirship Certificate of V.Karpagammal – Photo Copy
Exhibit A4	10.02.2014	Power of attorney – Online Certified Copy
Exhibit A5	--	SLR Patta – Photo Copy
Exhibit A6	25.01.2023	C.S.R. No.142/2023 - Original
Exhibit A7	04.03.2023	Complaint of plaintiff to the Commissioner of Police - Original
Exhibit A8	31.03.2023	Cancellation of Power of Attorney – Online Certified Copy
Exhibit A9	19.09.2022	Encumbrance Certificate – Online Certified Copy
Exhibit A10	08.04.2014	Statement of Account – Hand Copy
Exhibit A11	15.10.2015	Sale Agreement – Online Certified Copy

DEFENDANTS SIDE WITNESSES AND EXHIBITS: NIL

**DISTRICT MUNSIF,
AMBATTUR.**