

TNTS080000392013



**IN THE COURT OF THE ADDITIONAL DISTRICT MUNSIF OF
SANKARANKOVIL**

PRESENT: Selvi. Pavithra G, LL.M.,

Additional District Munsif, Sankarankovil

On Tuesday, 2nd day of June 2026

Original Suit No. 281/2013

(CNR. No.TNTS08 – 000039 - 2013)

Madasamy

... Plaintiff

/vs/

1.Karuppasamy

2. Subbaiah

3. Samuthira pandi

4. Kulandhairaj

... Defendants

Amended as per order in I.A.No.358/2015 in dated 27.08.2015.

This suit came up on 18.04.2026 for final hearing before this court in the presence of Thiru. R.S.S.Prathapraj, Learned counsel for the plaintiff and Thiru.

S.Pushparaj, Learned counsel for the 1st defendant. 2 to 4 defendants was called absent set exparte. Upon hearing both side arguments and upon perusing the material records and having stood over for consideration till this date, this court delivered the following:

JUDGMENT

This suit has been filed by the plaintiff praying this Court to declare as against the defendants that the plaint schedule property belongs to the plaintiff and to grant permanent injunction against the defendants, their agents, servants or heirs from interfering in the plaintiff's peaceful enjoyment of plaint schedule property in any manner and for costs. In addition to this, the 1st defendant has filed counter claim praying this Court to declare as against the plaintiff that the counter claim schedule property belongs to the 1st defendant and to grant permanent injunction against the plaintiff, his agents, servants or heirs from interfering in the 1st defendant's peaceful enjoyment of counter claim schedule property in any manner and for costs.

1.BRIEF AVERMENTS OF PLAINT:

The plaint schedule property and other properties are ancestral properties of Karuppaiah who is the son of Subbaiah. The said Karuppaiah had gifted the plaint schedule property and other properties to his daughter Subbulakshmi through registered gift deed dated 20.09.1980. Subbulakshmi had obtained the properties in the gift deed and had been in possession and enjoyment of the said property since then. The afore mentioned Subbulakshmi then sold the plaint schedule property and other properties to the plaintiff through registered sale deed dated 02.07.1984. Since then, the plaintiff has been in possession and enjoyment of the properties

mentioned in the said sale deed. The plaintiff had been planting crops in the plaint schedule property and has been getting yield from the same. The plaintiff had stored stones and gravel in one part of the plaint schedule property. The plaintiff had dumped waste in another part of the plaint schedule property. The plaintiff has also been enjoying the yields from the two neem trees in the plaint schedule property. No person other than the plaintiff has any right or interest over the plaint schedule property. 1st defendant is not related to the plaint schedule property. However, the 1st defendant had been claiming that the plaint schedule property belonged to him and had been interfering with the plaintiff's peaceful enjoyment and possession of plaint schedule property since 30.06.2013. The plaintiff had complained to the village elders, about 1st defendant's acts and even after receiving condemnation, 1st defendant had not paid heed to the same. Similarly, 2 to 4 defendants also do not have any right or interest over the plaint schedule property. 2 to 4 defendants are strangers with respect to the plaint schedule property. Patta for the plaint schedule property had been wrongly given in the name of Kadarkarai who is the father of 2, 3 and 4th defendant. Petition had been given to Sankarankovil Tahsildar seeking to change the entry of wrong name in patta and for the said petition, proceeding Aa.10-10568/12 had been given and inquiry is pending. However, utilizing the entry of wrong name in patta, 2 to 4 defendants had been interfering with the peaceful possession and enjoyment of plaint schedule property since 30.06.2013. Hence, this suit has been filed praying for the reliefs of declaration and permanent injunction with regards to the plaint schedule property as against the defendants.

2. BRIEF AVERMENTS OF WRITTEN STATEMENT AND COUNTER CLAIM FILED BY 1ST DEFENDANT:

The suit is false, frivolous and vexatious. The counter claim schedule property initially belonged to Pandi S/O Velayudham from Meenatchipuram, through registered sale deed dated 06.03.2000. Since then, the 1st defendant has been in possession and enjoyment of the counter claim schedule property. The said Pandi sold the counter claim schedule property to 1st defendant through registered sale deed dated 14.06.2007. Since then, the counter claim schedule property has been under the possession and enjoyment of 1st defendant. Patta with patta no. 57 has been granted in the name of 1st defendant and taxes for the counter claim schedule property had been paid by 1st defendant. Survey number of the counter claim schedule property is 162/8. The plaintiff had mentioned 163/18 as old survey number of the plaint schedule property. There is no relation between the counter claim schedule property and plaint schedule property. The plaint schedule property and counter claim schedule property are situated in different locations. Four boundaries of plaint schedule property mentioned by plaintiff have been wrongly mentioned. The plaintiff had wrongly mentioned some boundary details of the counter claim schedule property as that of the plaint schedule property and by mentioning such wrong details, the plaintiff had been interfering in the 1st defendant's peaceful enjoyment and possession of counter claim schedule property since 01.07.2023. Then, 1st defendant had informed the village elders about acts of plaintiff and despite being condemned for such acts, plaintiff did not pay heed to their words. Intention of the plaintiff is to obtain decree with respect to the plaint schedule property (which is mentioned to be situated in survey no. 163/18) and to grab the counter claim schedule property (which belongs to the 1st defendant) by

using the wrong boundary details. The plaintiff has never been in possession and enjoyment of counter claim schedule property and is stranger to the said property. Hence, the counter claim has been filed by 1st defendant praying for the reliefs of declaration and permanent injunction with regards to the counter claim schedule property as against the plaintiff.

3. BRIEF AVERMENTS OF REPLY STATEMENT FILED BY PLAINTIFF:

The contentions given in the counter claim are false, frivolous and vexatious. Patta with patta no. 1015 was granted with respect to the plaint schedule property bearing survey no. 163/18 (which has an extent of 0.05.00 hectares). The said land had now been sub-divided into survey no. 346/14 in the revenue records, under Natham nilavari scheme and the said property had been shown as plaint schedule property. In the written statement filed by 1st defendant, it has been mentioned that the land in survey no. 162/8 has an extent of 42 cents. The said property (mentioned in written statement) is situated to the east of plaint schedule property. Pandi had created a fraudulent sale deed by including the plaint schedule property in the said deed and on the basis of such deed, he had fraudulently sold the said property to 1st defendant. 1st defendant had wrongly included the plaint schedule property in the counter claim. 1st defendant did not purchase the property bearing old survey no. 163/18 and bearing new survey no. 346/14. The plaint schedule property does not belong in the survey no. 162/8. In the sale deed dated 06.03.2000, it has been mentioned that the property mentioned in the said deed initially belonged to Arumugam; that Arumugam executed power of attorney in favour of Murugan and based on such power of attorney, the sale deed had fraudulently been made in favour of Pandi. The plaint schedule property never

belonged to Arumugam. The sale deed dated 14.06.2007 executed by Pandi in favour of 1st defendant is not valid in the eyes of law. The 12 cents land in survey no. 163/18 initially belonged to Karuppaiah, who then executed registered gift deed (with respect to the said land) dated 20.09.1980 in favour of Subbulakshmi who is the daughter of Karuppaiah. The aforementioned Subbulakshmi accepted the gift deed and executed a registered sale deed dated 02.07.1984 in favour of the plaintiff. The plaintiff has then been enjoying the said land by dumping waste there. The cause of action mentioned by 1st defendant is false. The Court fees paid by the 1st defendant is wrong and the 1st defendant is not entitled to the relief sought by him in the counter claim. Hence, the plaintiff prayed that the counter claim shall be dismissed with plaintiff's costs.

4. ISSUES TO BE DECIDED:

On considering the above pleadings, documents, this court framed the following issues on 06.06.2014 for consideration:

- 1) Whether the suit property belongs to the plaintiff?
- 2) Whether the 1st defendant is entitled to get counter claim relief of declaration of title as prayed for?
- 3) Whether the 1st defendant is entitled to get counter claim relief of permanent injunction as prayed for?
- 4) Whether the plaintiff is entitled to get a relief of declaration of title and permanent injunction as prayed for?
- 5) To what other relief the plaintiff and 1st defendant is entitled for?

5. DOCUMENTS AND EVIDENCE:

On the plaintiffs' side, plaintiff was examined as PW1. Exhibits A1 to A4 were marked through PW1. Jeya Murugan who is the zonal deputy Tahsildar in Tiruvengadam Taluk office was examined as PW2. Exhibits X1 to X4 were marked through PW2.

On the defendant's side, 1st defendant was examined as DW1. Exhibits B1 and B2 were marked through him. Ex.A.5 was marked during cross examination of DW1.

Advocate Commissioner report is marked as Ex.C.1. Advocate Commissioner plan is marked as Ex.C.2. Surveyor Plan for survey no. 346 is marked as Ex.C.3. Surveyor Plan for survey no. 163 is marked as Ex.C.4. Surveyor Plan for survey no. 162 is marked as Ex.C.5.

6. DISCUSSION AND DECISION:

i) Both side arguments were heard and material records were perused.

ii) Contentions of the plaintiff is that the plaint schedule property and other properties are ancestral properties of Karuppaiah who is the son of Subbaiah; that the said Karuppaiah had gifted the plaint schedule property and other properties to his daughter Subbulakshmi through registered gift deed dated 20.09.1980; that Subbulakshmi had obtained the properties in the gift deed and had been in possession and enjoyment of the said property since then; that the afore mentioned Subbulakshmi then sold the plaint schedule property and other properties to the plaintiff through registered sale deed dated 02.07.1984; that since then, the plaintiff has been in possession and enjoyment of the properties mentioned in the said sale

deed; that the plaintiff had been planting crops in the plaint schedule property and has been getting yield from the same; that the plaintiff had stored stones and gravel in one part of the plaint schedule property; that the plaintiff had dumped waste in another part of the plaint schedule property; that the plaintiff has also been enjoying the yields from the two neem trees in the plaint schedule property; that no person other than the plaintiff has any right or interest over the plaint schedule property; that 1st defendant is not related to the plaint schedule property; that the 1st defendant had been claiming that the plaint schedule property belonged to him and had been interfering with the plaintiff's peaceful enjoyment and possession of plaint schedule property since 30.06.2013; that the plaintiff had complained to the village elders, about 1st defendant's acts and even after receiving condemnation, 1st defendant had not paid heed to the same; that similarly, 2 to 4 defendants also do not have any right or interest over the plaint schedule property; that 2 to 4 defendants are strangers with respect to the plaint schedule property; that patta for the plaint schedule property had been wrongly given in the name of Kadarkarai who is the father of 2, 3 and 4th defendant; that petition had been given to Sankarankovil Tahsildar seeking to change the entry of wrong name in patta and for the said petition, proceeding Aa.10-10568/12 had been given and inquiry is pending; that utilizing the entry of wrong name in patta, 2 to 4 defendants had been interfering with the peaceful possession and enjoyment of plaint schedule property since 30.06.2013 and that this suit has been filed praying for the reliefs of declaration and permanent injunction with regards to the plaint schedule property as against the defendants.

ii) Contentions of the 1st defendant are that the counter claim schedule property initially belonged to Pandi S/O Velayudham from Meenatchipuram,

through registered sale deed dated 06.03.2000; that since then, the 1st defendant ahas been in possession and enjoyment of the counter claim schedule property; that the said Pandi sold the counter claim schedule property to 1st defendant through registered sale deed dated 14.06.2007; that since then, the counter claim schedule property has been under the possession and enjoyment of 1st defendant; that patta with patta no. 57 has been granted in the name of 1st defendant and taxes for the counter claim schedule property had been paid by 1st defendant; that survey number of the counter claim schedule property is 162/8; that the plaintiff had mentioned 163/18 as old survey number of the plaint schedule property; that there is no relation between the counter claim schedule property and plaint schedule property; that the plaint schedule property and counter claim schedule property are situated in different locations; that four boundaries of plaint schedule property mentioned by plaintiff have been wrongly mentioned; that the plaintiff had wrongly mentioned some boundary details of the counter claim schedule property as that of the plaint schedule property and by mentioning such wrong details, the plaintiff had been interfering in the 1st defendant's peaceful enjoyment and possession of counter claim schedule property since 01.07.2023; that 1st defendant had informed the village elders about acts of plaintiff and despite being condemned for such acts, plaintiff did not pay heed to their words; that intention of the plaintiff is to obtain decree with respect to the plaint schedule property (which is mentioned to be situated in survey no. 163/18) and to grab the counter claim schedule property (which belongs to the 1st defendant) by using the wrong boundary details; that the plaintiff has never been in possession and enjoyment of counter claim schedule property and is stranger to the said property and that the counter claim has been filed by 1st defendant praying for the reliefs of declaration and permanent

injunction with regards to the counter claim schedule property as against the plaintiff. On the defendant's side, DW1 was examined and Ex.B.1., Ex.B.2. were marked through him. Ex.B.1. is the registered sale deed dated 14.06.2007 executed by Pandi in favour of Karuppasamy. Ex.B.2. is the patta with patta no. 57 granted in the name of Karuppasamy with respect to land in survey no. 162/8.

iii) Contentions given in the reply statement filed by plaintiff are that patta with patta no. 1015 was granted with respect to the plaint schedule property bearing survey no. 163/18 (which has an extent of 0.05.00 hectares); that the said land had now been sub-divided into survey no. 346/14 in the revenue records, under Natham nilavari scheme and the said property had been shown as plaint schedule property; that in the written statement filed by 1st defendant, it has been mentioned that the land in survey no. 162/8 has an extent of 42 cents; that the said property (mentioned in written statement) is situated to the east of plaint schedule property; that Pandi had created a fraudulent sale deed by including the plaint schedule property in the said deed and on the basis of such deed, he had fraudulently sold the said property to 1st defendant; that the 1st defendant had wrongly included the plaint schedule property in the counter claim; that the 1st defendant did not purchase the property bearing old survey no. 163/18 and bearing new survey no. 346/14; that the plaint schedule property does not belong in the survey no. 162/8; that in the sale deed dated 06.03.2000, it has been mentioned that the property mentioned in the said deed initially belonged to Arumugam; that Arumugam executed power of attorney in favour of Murugan and based on such power of attorney, the sale deed had fraudulently been made in favour of Pandi; that the plaint schedule property never belonged to Arumugam; that the sale deed dated 14.06.2007 executed by Pandi in favour of 1st defendant is not valid in the

eyes of law; that the 12 cents land in survey no. 163/18 initially belonged to Karuppaiah, who then executed registered gift deed (with respect to the said land) dated 20.09.1980 in favour of Subbulakshmi who is the daughter of Karuppaiah; that the aforementioned Subbulakshmi accepted the gift deed and executed a registered sale deed dated 02.07.1984 in favour of the plaintiff; that the plaintiff has then been enjoying the said land by dumping waste there. The cause of action mentioned by 1st defendant is false; that the Court fees paid by the 1st defendant is wrong and the 1st defendant is not entitled to the relief sought by him in the counter claim and that the plaintiff prayed that the counter claim shall be dismissed with plaintiff's costs. On the plaintiff's side, PW1, PW2 were examined and Ex.A.1 to Ex.A.5 and Ex.X.1 to Ex.X.4 were marked. Ex.A.1. is the registered gift deed dated 20.09.1980 executed by Karuppaiah in favour of Subbulakshmi. Ex.A.2 is the registered sale deed dated 02.07.1984 executed by Subbulakshmi in favour of Madasamy (plaintiff). Ex.A.3 is the petition given by Madasamy (plaintiff) to Sankarankovil Tahsildar. Ex.A.4 are the tax receipts paid in the name of plaintiff with respect to patta nos. 86 and 1015 (2 in numbers). Ex.A.5 is the registered sale deed dated 06.03.2000 executed by Aurumugam (through his power agent Vadivel Murugan) in favour of Pandi. Ex.X.1 is the letter of authorization dated 11.03.2024 granted to PW2 by Tiruvengadam Tahsildar, for deposing as witness in this case. Ex.X.2 is pre – UDR A register extract bearing entries with respect to survey nos. 162/8 and 163/18. Ex.X.3 is 10(1) Adangal extract bearing entry with respect to survey no. 162/8. Ex.X.4 is 10(1) Adangal extract bearing entry with respect to old survey no. 163/18 and new survey no. 346/14.

6.1. ISSUE NO. 1 AND ISSUE NO.4:

i) In the plaint schedule, it has been mentioned that plaint schedule property bears an extent of 12 cents; that it was previously situated in punjai survey no. 163/18 and that currently, the property is located in natham nilavari scheme survey no. 346/14. In the counter claim schedule, it has been mentioned that the counter claim property bears an extent of 42 cents and that it is situated in punjai survey no. 162/8. On perusal of both side contentions, this Court finds that both parties have admitted that the plaint schedule property and counter claim schedule property are different properties bearing two different survey numbers and that both parties have not raised any dispute with regards to survey number of their respective property. When PW1 was questioned about the plaint schedule and counter claim schedule property during his cross examination dated 14.10.2015, he has deposed as follows: “நான் சொல்லும் சொத்தும், அவர் சொல்லும் சொத்தும் வேறு என்றால் சரிதான்..... பிராது தபசில் சொத்துக்கும், எதிர்க்கோரிக்கை சொத்துக்கும் சம்பந்தமில்லை என்றால் சரிதான். இரண்டு சொத்துக்களும் வெவ்வேறு இடங்களில் இருக்கிறது” In this regard, during his cross examination dated 03.06.2016, DW1 has deposed as follows: “நான் தாக்கல் செய்துள்ள எதிர்க்கோரிக்கையிலும், முதல் விசாரணை சத்திய பிரமாண வாக்குமூலத்திலும் பிராது தபாசில் சொத்தும், எதிர்க்கோரிக்கை தபாசில் சொத்தும் வெவ்வேறானவை என்று சொல்லியுள்ளது சரியானது தானா என்றால் சரிதான். இரண்டு சொத்துக்களும் பூமிகளில் தனித்தனி இடங்களில் இருப்பதை வைத்து தான் அவ்வாறு சொல்கிறேன் என்றால் சரிதான்.” From the aforementioned testimonies of PW1 and DW1, it is clear that both DW1 and PW1 have also admitted in their cross examination that the plaint schedule and counter claim schedule properties are two different properties.

ii) In such circumstances, on further perusal of both side contentions, this Court finds that dispute between the parties lies with respect to boundaries of the said properties. On the plaintiff's side, it has been contended that that the counter claim schedule property is situated to the east of plaint schedule property; that Pandi had created a fraudulent sale deed by including the plaint schedule property in the said deed and on the basis of such deed, he had fraudulently sold the said property to 1st defendant; that the 1st defendant had wrongly included the plaint schedule property in the counter claim; that the 1st defendant did not purchase the property bearing old survey no. 163/18 and bearing new survey no. 346/14 and that the plaint schedule property does not belong in the survey no. 162/8. On the plaintiff's side, it has further been contended that that the 1st defendant had been claiming that the plaint schedule property belonged to him and had been interfering with the plaintiff's peaceful enjoyment and possession of plaint schedule property since 30.06.2013; that the plaintiff had complained to the village elders, about 1st defendant's acts and even after receiving condemnation, 1st defendant had not paid heed to the same; that similarly, 2 to 4 defendants also do not have any right or interest over the plaint schedule property; that patta for the plaint schedule property had been wrongly given in the name of Kadarkarai who is the father of 2, 3 and 4th defendants and that by utilizing the entry of wrong name in patta, 2 to 4 defendants had been interfering with the peaceful possession and enjoyment of plaint schedule property since 30.06.2013. In this context, the 1st defendant had contended that that there is no relation between the counter claim schedule property and plaint schedule property; that the plaint schedule property and counter claim schedule property are situated in different locations; that four boundaries of plaint schedule property mentioned by plaintiff have been wrongly mentioned and that the plaintiff

had wrongly mentioned some boundary details of the counter claim schedule property as that of the plaint schedule property and by mentioning such wrong details, the plaintiff had been interfering in the 1st defendant's peaceful enjoyment and possession of counter claim schedule property since 01.07.2023. From the aforementioned contentions, it is clear that the plaintiff has not disputed the right of 1st defendant over the property situated in survey no. 162/8. This is because though the plaintiff had contended that the plaint schedule property (in survey no. 163/18) had been included in the counter claim schedule property, he has also specifically contended in his reply statement that the plaint schedule property does belong in the survey no. 162/8. Similarly, the 1st defendant had claimed any right or interest over the property in survey no. 163/18. In such circumstances, this Court is of the opinion that it is essential to determine whether boundaries of the plaint schedule property are rightly mentioned and whether the defendant had included the plaint schedule property while showing the counter claim schedule property.

iii) In plaint schedule, it has been mentioned that plaint schedule property bears an extent of 12 cents; that it was previously situated in punjai survey no. 163/18 and that currently, the property is located in natham nilavari scheme survey no. 346/14. Further, in the plaint schedule, east-west road has been mentioned as the northern boundary of the plaint schedule property; Shanmugam punjai has been mentioned as the western boundary of the said property; Mookaiya punjai has been mentioned as the southern boundary and that Gopal's land has been mentioned as the eastern boundary. On perusal of Ex.A.1. and Ex.A.2., this Court finds that the plaint schedule property has been mentioned as the 2nd item in the said exhibits; that survey number of the said property has been mentioned as 163/18 and that boundary description and extent of the said property mentioned in the said exhibits

and plaint are one and the same. In the counter claim schedule, it has been mentioned that the counter claim property bears an extent of 42 cents and that it is situated in punjai survey no. 162/8. Further, in the counter claim schedule, east-west road has been mentioned as the northern boundary of the counter claim schedule property; Shanmugam punjai has been mentioned as the western boundary off the said property; Chinnasamy punjai has been mentioned as the southern boundary of the counter claim schedule property and Mariammal punjai has been mentioned as the eastern boundary of counter claim schedule property. On perusal of Ex.B.1., this Court finds that counter claim schedule property has been mentioned as the only property in schedule of the said exhibit; that survey number of the said property has been mentioned as 162/8 and that boundary description and extent of the said property mentioned in the said exhibit and counter claim are one and the same. On analysis of the aforementioned facts, this Court finds that while eastern and southern boundaries of plaint schedule and counter claim schedule property are different, the northern and western boundaries of plaint schedule and counter claim schedule property mentioned by the respective party are the same.

iv) In such circumstances, this Court finds it essential to determine boundary description of which of the said two properties is correct and that for determining the same, it is essential to look into Ex.C.1. to Ex.C.5. In Ex.C.1. (advocate commissioner plan), it has been mentioned that the 12 cents land in survey no. 163/18 is currently situated in natham nilavari scheme survey no. 346/14 (as contended in the plaint) and that the punjai land in survey no. 163/18 is situated at about 100 feet away from the punjai land in survey no. 162/8. Further, in Ex.C.1 and Ex.C.2., land of Pandi, Samuthirakani and Subbaiah has been mentioned as

northern boundary of the plaint schedule property; Ayyammal's land has been mentioned as western boundary of plaint schedule property; Mano's property has been mentioned as the eastern boundary of the said property and that Ponnusamy's land has been mentioned as the southern boundary of the said property. On comparative analysis of the aforementioned boundary descriptions and those given in the plaint, the said exhibits and plaint are not in consonance with each other, with respect to any of the description of four boundaries to the plaint schedule property. Similarly, in Ex.C.1 and Ex.C.2., east-west road (bearing survey no. 164/5) has been mentioned as the northern boundary of counter claim schedule property; P.R. Palanisamy's land has been mentioned as western and southern boundary of the said property and Mariammal's land has been mentioned as eastern boundary of the counter claim schedule property. On comparative analysis of the aforementioned boundary descriptions and those given in the counter claim, this Court finds that the said exhibits and Counter claim are in consonance with each other, only with respect to the northern boundary of counter claim schedule property and that they are not in consonance with each other, with regards to the other 3 boundary descriptions. Further, in para 3 of Ex.C.1., it has been mentioned as follows: “வாதி தரப்பு வழக்கறிஞர் அவர்கள் தபசில் இடம் 163/18 மற்றும் புதிய புல எண். 346/14-ல் உள்ள இடம் நான்கு பக்க மால்களை வைத்து அளவீடு செய்ய வேண்டும் என்று கூறினார். அதற்கு பிரதிவாதி தரப்பு வழக்கறிஞர் ஆட்சேபனை செய்து, நீதிமன்ற வாரண்டில் என்ன உள்ளதோ அதை தான் அளவீடு செய்ய வேண்டும் என்று பிரதிவாதி தரப்பு வழக்கறிஞர் ஆட்சேபனை செய்தார். வாதி தரப்பு வழக்கறிஞர் கூறிய தபசில் இடத்தையும் நில அளவையர் உதவியுடன் அளக்க சொன்னேன். நில அளவையர் அவர்கள் வாதி தரப்பு வழக்கறிஞர் அளவீடு செய்ய கூறிய

இடம் புஞ்சை புல எண். 162/8 ஆக ஆவணங்களில் பதிவாகி உள்ளதாக நில அளவையர் கூறினார்.” In para 3 of Ex.C.1., it has further been mentioned as follows: “வாதி தரப்பு வழக்கறிஞர் 162/8 உள்ள 42 சென்ட்டில் 12 சென்ட் தனியாக அளந்து காட்ட வேண்டும் என்று வாதி தரப்பு வழக்கறிஞர் கூறினார். ஆனால் நில அளவையர் 162/8 – ல் 42 சென்ட்டில் 12 சென்ட் நிலகத்தை தனியாக பிரிக்க முடியாது என்றும், அது எவ்வித உட்பிரிவு செய்யப்படவில்லை என்றும், அதனால் எந்த பக்கம் என்று என்னால் தபசில் இடமானது புல எண். 162/8 இடத்தை தனியாக பிரிக்க இயலாது என்றும் நில அளவையர் கூறிவிட்டார் மற்றும் பிரதிவாதி தரப்பு வழக்கறிஞர் புல எண். 162/8 – ல் 42 சென்ட் இடம் மட்டுமே உள்ளது. 12 சென்ட் இடம் என்பது வாதி தரப்பு வழக்கறிஞர்கூறும் சர்வே எண். 163/18-ல் உள்ளது. அது நத்தம் நிலவரித்திட்ட புல எண் 346/14-ல் 12 சென்ட் உள்ளது.” From the aforementioned contentions given in Ex.C.1., it is clear that 12 cents land in old survey no. 163/18 is now present in natham survey no. 346/14 (as contended in plaint); that extent of the land in survey no. 162/8 is 42 cents (as contended in counter claim) and that if the plaint schedule property is measured based on the boundary description given in plaint schedule, it is found to be situated in survey no. 162/8. However, this is in contradiction with the contention given in reply statement (filed by the plaintiff), wherein it had been stated that the plaint schedule property does not belong in the survey no. 162/8. Further, this Court finds it pertinent to point out that in Ex.C.1., while the east-west road has been shown as northern boundary for the counter claim schedule property, the said road has not been shown as one of the 4 boundaries for the plaint schedule property. In this context, this Court finds it important to address that both parties have not filed any

objections against Ex.C.1 to Ex.C.5., which leads to the inference that the said parties admit the contentions mentioned therein.

v) After consideration of the above discussion, this Court is of the opinion that the plaintiff has failed to clarify as to whether he identifies the plaint schedule property on the basis of survey number (which is specifically mentioned by him in the plaint) or on the basis of description of boundaries of property mentioned in plaint schedule. From the above discussion, it is also clear that the plaint schedule property identified through the survey number mentioned by the plaintiff and the property identified through the boundaries given in plaint schedule are not the same. This is because the plaint schedule property if identified on the basis of boundaries, is found to be located in survey no. 162/8, which is contradiction to the reply statement contention where in it has been mentioned that the plaint schedule property does not belong in the survey no. 162/8. This Court is also of the opinion that the plaintiff has failed to establish that the 1st defendant had included the plaint schedule property while showing the counter claim schedule property in his counter claim. In light of the above discussion, this Court concludes that the description of plaint schedule property is riddled with material inconsistencies, which makes identification of the property impossible. Considering that the true identity of the plaint schedule property has not been established by the plaintiff, this Court is of the opinion that it is impossible to ascertain that the plaint schedule property absolutely belongs to the plaintiff. Considering the same, this Court concludes that the plaintiff is not entitled to the relief of declaration as prayed for, with respect to plaint schedule property. Accordingly, issue no. 1 is answered in negative.

vi) In addition to this, the consequential relief of permanent injunction has been sought by the plaintiff on the basis of his title in plaint schedule property. From the above discussion, it is clear that it is impossible to ascertain that the plaint schedule property absolutely belongs to the plaintiff due to material ambiguities in identification of the said property. Further, the plaintiff has contended that patta for the plaint schedule property had been wrongly given in the name of Kadarkarai who is the father of 2, 3 and 4th defendant; that petition had been given to Sankarankovil Tahsildar seeking to change the entry of wrong name in patta and for the said petition, proceeding Aa.10-10568/12 had been given and inquiry is pending and that by utilizing the entry of wrong name in patta, 2 to 4 defendants had been interfering with the peaceful possession and enjoyment of plaint schedule property since 30.06.2013. However, the plaintiff had adduced neither the aforementioned patta granted for plaint schedule property nor copy of the petition which is alleged to have been given to Sankarankovil Tahsildar seeking to change the entry of wrong name in the said patta, in support of his aforementioned contentions. After considering the above discussion, this Court is of the view that the plaintiff is not entitled to the relief of permanent injunction as prayed for, with respect to plaint schedule property. Accordingly, issue no. 4 is answered in negative.

6.2. ISSUE NO. 2 AND ISSUE NO.3:

i) With respect to Counter claim schedule property, the 1st defendant had contended that it initially belonged to Pandi S/O Velayudham from Meenatchipuram, through registered sale deed dated 06.03.2000 (Ex.A.5); that the said Pandi had sold the counter claim schedule property to 1st defendant through

registered sale deed dated 14.06.2007 (Ex.B.1); that since then, the counter claim schedule property has been under the possession and enjoyment of 1st defendant; that patta with patta no. 57 has been granted in the name of 1st defendant (Ex.B.2) and taxes for the counter claim schedule property had been paid by 1st defendant; that there is no relation between the counter claim schedule property and the plaint schedule property; that they are situated in different locations; that four boundaries of plaint schedule property mentioned by plaintiff have been wrongly mentioned and that the plaintiff had wrongly mentioned some boundary details of the counter claim schedule property as that of the plaint schedule property and by mentioning such wrong details, the plaintiff had been interfering in the 1st defendant's peaceful enjoyment and possession of counter claim schedule property since 01.07.2023.

ii) With respect to the Counter claim schedule property, in the reply statement filed by plaintiff, it has been mentioned that the land in survey no. 162/8 has an extent of 42 cents; that the said property (mentioned in written statement) is situated to the east of plaint schedule property; that Pandi had created a fraudulent sale deed by including the plaint schedule property in the said deed and on the basis of such deed, he had fraudulently sold the said property to 1st defendant; that 1st defendant had wrongly included the plaint schedule property in the counter claim; that 1st defendant did not purchase the property bearing old survey no. 163/18 and bearing new survey no. 346/14; that the plaint schedule property does not belong in the survey no. 162/8; that in the sale deed dated 06.03.2000, it has been mentioned that the property mentioned in the said deed initially belonged to Arumugam; that Arumugam executed power of attorney in favour of Murugan and based on such power of attorney, the sale deed had fraudulently been made in favour of Pandi; that the plaint schedule property never belonged to Arumugam

and that the sale deed dated 14.06.2007 executed by Pandi in favour of 1st defendant is not valid in the eyes of law.

iii) Further, the Learned Counsel for the plaintiff had submitted that counter claim could not be sought with respect to a property which is not given as the plaintiff schedule property and that the counter claim filed with respect to survey no. 162/8 (which is not the plaintiff schedule property) is liable to be dismissed. In this context, this Court finds it pertinent to point out that the Honourable Supreme Court had time and again observed in cases like ***Sanjay Tiwari v. Yugal Kishore Prasad Sao & Ors. [2025 INSC 1310]*** that counter claim must be directed against the plaintiff and must arise out of a cause of action that is incidental or connected to the plaintiff's claim. In the present case, on perusal of plaintiff and reply statement, it is clear that the plaintiff had specifically contended that the 1st defendant had included the plaintiff schedule property in his counter claim schedule; that the plaintiff schedule property had been fraudulently included in Ex.A.5 and Ex.B.1 and that Arumugam and Pandi who had executed Ex.A.5 and Ex.B.1 respectively had no right to execute the same with respect to the plaintiff schedule property (which is alleged to have been included within the extent of property in survey no. 162/8 which is mentioned in the said exhibits). Similarly, on perusal of Counter claim, this Court finds that the 1st defendant had contended that the boundaries of plaintiff schedule property have been purposefully wrongly mentioned by the plaintiff; that plaintiff schedule property and counter claim schedule property are two different properties and that intention of the plaintiff is to obtain decree with respect to the plaintiff schedule property (which is mentioned to be situated in survey no. 163/18) and to grab the counter claim schedule property (which belongs to the 1st defendant) by using the wrong boundary details. This Court also found that on the

basis of the aforementioned contentions, the 1st defendant had filed counter claim seeking for the reliefs of declaration and permanent injunction with respect to the counter claim schedule property. On analysis of the aforementioned both side contentions, this Court is of the view that cause of action of the counter claim arising with respect to the counter claim schedule property (filed by 1st defendant against the plaintiff) is closely connected to the plaintiff's claim with respect to the plaint schedule property and so, the counter claim is not liable to be dismissed on the ground that the counter claim schedule property had been filed with respect to land in survey number different from that of the plaint schedule property.

iv) As already discussed above in sub-para (ii) of para 6.1., this Court is of the view that the plaintiff has not disputed the right of 1st defendant over the property situated in survey no. 162/8. This is because though the plaintiff had contended that the plaint schedule property (in survey no. 163/18) had been included in the counter claim schedule property, he has also specifically contended in his reply statement that the plaint schedule property does belong in the survey no. 162/8. Further, the plaintiff has specifically contended that the plaint schedule property is situated in survey no. 163/18 (new survey no. 346/14) and has not raised any dispute with respect to the survey number of plaint schedule property. In such circumstances, this Court is of the opinion that burden is on the plaintiff to prove that the plaint schedule property (which is mentioned to have been situated in survey no. 163/18) was included within the 42 cents land which is mentioned to bear survey no. 162/8. However, on perusal of para 3 of Ex.C.1., it is clear that the 42 cents of land in survey no. 162/8 and 12 cents land in survey no. 163/18 (new survey no. 346/14) are distinctly different and that there is no overlap of boundaries or extent of the said two properties. In this context, this Court finds it

essential to point out that both parties have not filed any objections against Ex.C.1., which leads to inference that they admit the aforementioned contentions in Ex.C.1. Further, as already stated in sub-para (i) of para 6.1., both DW1 and PW1 have also admitted in their cross examination that the plaint schedule and counter claim schedule properties are two different properties. From the above discussion, it is clear that the plaintiff has failed to prove that the plaint schedule property (which is mentioned to have been situated in survey no. 163/18) was included within the 42 cents land which is mentioned to bear survey no. 162/8 (counter claim property). In light of the above discussion; considering that the 1st defendant had obtained his right over the counter claim schedule property through Ex.B.1 and considering that the plaintiff has not disputed the right of 1st defendant over the property situated in survey no. 162/8 which he obtained through Ex.B.1., this Court is of the opinion that the counter claim schedule property absolutely belongs to the 1st defendant and that the 1st defendant is entitled to the relief of declaration with respect to the counter claim schedule property. Accordingly, issue no.2 has been answered affirmatively.

v) In addition to this, from the above discussion, it is clear that the plaintiff had disputed the 1st defendant's possession and enjoyment of counter claim schedule property on the ground that the plaint schedule property was included within the counter claim schedule property. However, from the above discussion, it is clear that the plaint schedule and counter claim schedule properties are distinctly different properties and that the counter claim schedule property absolutely belongs to the 1st defendant. Considering the same and considering that Ex.B.2 (patta for the counter claim property) had been granted in the name of 1st defendant, this

Court opines that the 1st defendant has been in lawful possession of the counter claim schedule property at the time of institution of the suit and that he is entitled to the relief of permanent injunction, with regards to the counter claim schedule property, as prayed for. Accordingly, issue no. 3 has also been answered affirmatively.

6.3. ISSUE NO. 5:

From the discussion in para 6.1., it is clear that the plaintiff is not entitled to the relief of declaration and permanent injunction as prayed for and from the discussion in para 6.2., it is clear that the 1st defendant is entitled to the relief of declaration and permanent injunction as prayed for. However, no other remedy had been prayed for by both parties, hence, this Court is of the opinion that both parties are not entitled to any other relief. Accordingly, Issue No. 5 has been decided against both parties.

In the result,

- 1) The suit is dismissed.
- 2) The Counter claim schedule property absolutely belongs to the 1st defendant.
- 3) The plaintiff, his men, his agents and his legal heirs are ordered not to interfere with the 1st defendant's peaceful possession and enjoyment of the counter claim schedule property.

4) No costs.

This judgment was typed by me in my laptop, corrected and pronounced by me in the open court on 02.06.2026.

Additional District Munsif,
Sankarankovil

PLAINTIFFS' SIDE EVIDENCE:

PW1 – Madasamy (plaintiff)

PW2 – Jeya Murugan (Zonal deputy Tahsildar in Tiruvengadam Taluk office)

PLAINTIFFS' SIDE EXHIBITS:

Ex.A.1	20.09.1980	Registered gift deed executed by Karuppaiah in favour of Subbulakshmi – Original
Ex.A.2	02.07.1984	Registered sale deed executed by Subbulakshmi in favour of Madasamy (plaintiff) – Original
Ex.A.3	-	Petition given by Madasamy (plaintiff) to Sankarankovil Tahsildar – Xerox Copy
Ex.A.4	05.05.2000, 19.02.1999	Tax receipts paid in the name of plaintiff with respect to patta nos. 86 and 1015 (2 in numbers) – Original

Ex.A.5	06.03.2000	Registered sale deed executed by Aurumugam (through his power agent Vadivel Murugan) in favour of Pandi – SRO Copy
--------	------------	--

WITNESS SIDE EXHIBITS:

Ex.X.1	11.03.2024	Letter of Authorization granted to PW2 by Tiruvengadam Tahsildar, for deposing as witness in this case – Original
Ex.X.2	-	Pre-UDR A register extract bearing entries with respect to survey nos. 162/8 and 163/18 – Certified copy
Ex.X.3	-	10(1) Adangal extract bearing entry with respect to survey no. 162/8 – Certified copy
Ex.X.4	-	10(1) Adangal extract bearing entry with respect to old survey no. 163/18 and new survey no. 346/14 – Certified copy

DEFENDANTS' SIDE EVIDENCE:

DW1 – Karuppaiah (1st defendant)

DEFENDANTS' SIDE EXHIBITS:

Ex.B.1	14.06.2007	Registered sale deed executed by Pandi in favour of Karuppasamy – Original
Ex.B.2	-	Patta with patta no. 57 granted in the name of Karuppasamy with respect to land in survey no. 162/8

COURT SIDE EXHIBITS:

Ex.C.1	-	Advocate Commissioner Report
Ex.C.2	-	Advocate Commissioner Plan
Ex.C.3	-	Surveyor Plan for survey no. 346
Ex.C.4	-	Surveyor Plan for survey no. 163
Ex.C.5	-	Surveyor Plan for survey no. 162

Additional District Munsif,

Sankarankovil

ADMC, SNKL

O.S.No.281/2013

Date.02.06.2026

Draft/Fair Judgment