I ADDITIONAL DISTRICT COURT, THOOTHUKUDI

Present:- Thiru. M.Thandavan, B.L.,
I Additional District Judge,
Thoothukudi

Wednesday, the 1st day of July 2026

O.S.No. 79/2024

CNR No.TNTT01- 008401 - 2023

Suresh Babu
(through his power agent Manimala
W/o. Sureshbabu, Coimbatore) ... Plaintiff

/Vs/

1. Uma
2. Sub Registrar,
   Kovilpatti
3. The District Collector,
   Thoothukudi. ... Defendants

This suit has been originally filed before the Principal District Court, Thoothukudi and made over to this court, and it came before this Court on 15.06.2026 for final hearing, in the presence of Thiru. V. Marisamy, Advocate for the Plaintiff, Thiru. Santhanaselvam, Advocate for the 1st defendant, D2 and D3 called absent set exparte and after hearing both side arguments and upon perusing available material records and having stood over for consideration till this day, this Court delivered the following…

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J U D G M E N T

The plaintiff has filed this suit under Order 7 Rule 1 of Civil Procedure Code to declare the title of the plaintiff to the suit property and hand over the possession of the property to the plaintiff within the stipulated time fixed by the Court and for costs.

2) The averments of the plaint in short :-

The plaintiff was working abroad and used to visit Kovilpatti often and stay in his house at Kovilpatti. The 1st defendant is the own sister of the plaintiff. The 1st defendant is maintaining bank accounts in State Bank of India, Kovilpatti and Madurai Kotak Mahindra Bank. Since the plaintiff had intention to purchase lands for cultivation, the 1st defendant informed the plaintiff that the suit property was available to be sold at Thonukal village. The plaintiff asked the 1st defendant to arrange for the purchase of the suit property and the 1st defendant demanded the plaintiff to send Rs.10 lakhs as advance. Therefore the plaintiff sent Rs.10 lakhs from his account in SBI, Kovilpatti to the account of one Innasimuthu, the son of the owner of the property namely one Poomadathi on 11.04.2018. On 28.05.2018, the plaintiff sent Rs.10 lakhs to the account of the 1st defendant in SBI, Kovilpatti. The plaintiff was having the shares in several companies to the worth of Rs.28 lakhs. The plaintiff transferred those shares to the account of the 1st defendant in HDFC bank, Kovilpatti branch in the year of 2018. The plaintiff arranged for selling away the shares. Since

MUNISWAMI THANDAVAN Digitally signed by MUNISWAMI THANDAVAN Date: 2026.07.01 18:59:48 +0530 the plaintiff was unable to visit Kovilpatti, the plaintiff asked the 1st defendant purchased the suit property in her name and to transfer the same in the name of the plaintiff after the plaintiff arriving Kovilpatti. The plaintiff came to Kovilpatti on 10.01.2023 and asked the 1st defendant whether the suit property was purchased and the 1st defendant gave evasive answer. Hence on suspicion the plaintiff took the encumbrance certificate on 06.02.2023 and came to know that the suit property was purchased in the name of the 1st defendant on 30.05.2018 from the said Poomadathi. The entire sale consideration for the purchase of the suit property was given by the plaintiff. The 1st defendant did not pay any amount to purchase the property. Therefore the plaintiff issued a legal notice dated 08.06.2023 and the 1st defendant issued a false reply dated 24.06.2023. Therefore the plaintiff has filed this suit to declare the title of the plaintiff to the suit property and hand over the possession of the property and therefore the plaintiff has requested to decree the suit as prayed for.

3) <u>The averments of the written statement by the 1st defendant in short :-</u>

Though the 1st defendant is residing at Coimbatore, the plaintiff has falsely stated that the 1st defendant is residing in Indra Nagar, Inam maniyachi village. The relationship between the plaintiff and the 1st defendant is admitted. The 1st defendant demanded the plaintiff for monetary help to purchase the suit property from the said Poomadathi and the 1st defendant assured to return the money to the plaintiff. Therefore the plaintiff sent Rs.98,452-29 on 17.05.2018 and Rs.25,59,864-28 on 18.05.2018 to the HDFC account of the 1st defendant. Hence the 1st defendant purchased the suit property on 30.05.2018 from the said Poomadathi and enjoying the same. The 1st defendant returned the money to the plaintiff in cash and by RTGS. The plaintiff has stolen copy of the sale deed and filed this suit with after thought to grab money from the 1st defendant. The plaintiff has no interest in the suit property. The other averments in the plaint have been denied by the 1st defendant and therefore the 1st defendant has requested to dismiss the suit with costs.

4) <u>The following issues are framed on the basis of the pleadings in the plaint and written statement:-</u>

1. Whether the plaintiff is entitled to the relief of declaration and the recovery of possession as prayed for ?
2. What relief the plaintiff is entitled to?

5) For the purpose of proper adjudication, the following additional issue has been framed on the basis of the pleadings. Since the evidence and the arguments on the basis of the pleadings have already been put forth on both sides, there is no necessity to both parties to adduce same evidence and put forth same argument again.

Whether the 1st defendant has returned the money sent by the plaintiff for the purchase of the suit property ?

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6) On side of the plaintiff, the PW.1 was examined and Ex.A1 to Ex.A9 have been marked. On the side of the defendant, DW1 was examined and Ex.B1 to Ex.B5 have been marked.

7**) Additional Issue :-**

The case of the plaintiff is that the suit property belonged to one Poomadathi. The case of the plaintiff is further that the 1st defendant is the own sister of the plaintiff to whom the plaintiff sent money for the purchase of the suit property as the plaintiff is working abroad and asked the 1st defendant to purchase the suit property in her name and transfer the same in the name of the plaintiff after the plaintiff arrives Kovilpatti.

8) The case of the 1st defendant is that the 1st defendant had intention to purchase the suit property for which the 1st defendant requested the plaintiff to help monetarily and the plaintiff sent Rs.98,452-29 on 17.05.2018 and sent Rs.25,59,864-28 on 18.05.2018 to the account of the 1st defendant and the 1st defendant purchased the suit property on 30.05.2018 in her name from the said Poomadathi. The case of the 1st defendant is further that the 1st defendant returned the money to the plaintiff in cash and through RTGS and therefore the plaintiff has got no interest in the suit property. Hence a careful perusal of the pleadings reveals that both the parties admit that the suit property was purchased in the name of the 1st defendant out of the money sent by the plaintiff.

9) The case of the plaintiff is that the plaintiff sent money to the 1st defendant to purchase the property in the name of the plaintiff. But the plaintiff was unable to go to the suit locality to purchase the property and therefore the 1st defendant purchased the property in her name as per the instruction of the plaintiff with a condition that the 1st defendant should transfer the property to the plaintiff. The case of the 1st defendant is that the 1st defendant purchased the suit property for her own purpose out of the monetary help by the plaintiff and the 1st defendant has repaid the money to the plaintiff in cash and RTGS.

10) When the 1st defendant had returned money to the plaintiff by RTGS, the 1st defendant could have produced document to that effect. Receiving money to the extent of Rs.26 lakhs on 17.05.2018 and 18.05.2018 is admitted by the 1st defendant herself for purchase of the suit property. But the 1st defendant has stated in her proof affidavit that the 1st defendant sent Rs.2 lakhs on 15.02.2019, Rs.4 lakhs on 19.02.2019, Rs.1 lakh on 20.02.2019, Rs.2 lakhs on 25 02.2019, Rs.50,000/- on 27.02.2019, Rs.5 lakhs on 28.06.2019, Rs.1 lakh on 07.08.2019, Rs.1,25,000/- on 01.10.2019 through her bank to the account of the plaintiff. Such an evidence is not supported by the pleadings of the 1st defendant.

11) During the cross examination of the DW1, the DW1 has deposed evidence as, **" வாதி எங்கள் வீட்டிற்கு 45 நாட்கள் அல்லது 50 நாட்களுக்கு ஒருமுறை வந்து கொடுத்த பணத்தை ரொக்கமாக வாங்கி சென்று**

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விடுவார். எனக்கு பணம் அனுப்புவதால் வாதிக்கு என்ன லாபம் என்றால் அவருக்கு வருமான வரி விலக்கு கிடைக்கும்." As per the above evidence, the 1st defendant projected a different case that the plaintiff sent money to the 1st defendant only for income tax relaxation. But as per the pleadings, the 1st defendant herself has specifically admitted that the plaintiff sent money for the purchase of the suit property.

12) But during the cross examination, the 1st defendant has deposed evidence that the plaintiff sent money to the 1st defendant for tax relaxation. Therefore the 1st defendant has given a go-bye to her own case that the plaintiff sent money only for the tax relaxation during cross examination. Though the 1st defendant claims herself to be a Professor earning Rs.30,000/- p.m., the 1st defendant has not paid income tax. Hence the evidence that the 1st defendant was earning Rs.30,000/- p.m. is not believable. Though the 1st defendant has deposed that the monthly income of her husband is Rs.1,25,000/-, there is no documentary proof to that effect. Hence the version put forth by the plaintiff that the suit property was purchased by the 1st defendant under the Ex.A2 in the name of the 1st defendant out of the money sent by the plaintiff is highly believable.

13) The Ex.B1 passbook in the name of the plaintiff and her husband contains recitals that Rs.50,002/- was sent to the account of the plaintiff on 08.11.2017. As per the Ex.B2, Rs.5,00,005/- was sent to the account of the plaintiff on 28.06.2019. On

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07.08.2019, Rs.1 lakh was sent to the account of the plaintiff. On 01.10.2019 Rs.1 lakh was sent and on the same day Rs.25,000/- was sent to the account of the plaintiff. On 09.11.2020, Rs.25,000/- was sent to the account of the plaintiff under the Ex.B2. As per the Ex.B3, Rs.3,00,029/- was sent to the account of the plaintiff on 26.02.2019. The 1st defendant has spoken about the payments to the account of the plaintiff only in the proof affidavit. As per the written statement, the payment of the above amounts to the plaintiff has not been pleaded. It is boundened duty of the 1st defendant to specifically plead the above aspects. Therefore the production of the Ex.B1 to Ex.B5 documents which are not supported by the pleadings can simply be ignored and can not be taken into consideration.

14) But in the written statement of the 1st defendant, the 1st defendant herself has specifically admitted the payment of Rs.26 lakhs to the account of the 1st defendant by the plaintiff and the 1st defendant has purchased the property out of the money sent by the plaintiff. Hence it is evident that the 1st defendant has not repaid the money sent by the plaintiff to the 1st defendant. In the absence of specific proof as to the repayment of Rs.26 lakhs by the 1st defendant to the plaintiff, it can be presumed that the suit property was purchased in the name of the 1st defendant. When the case of the 1st defendant is that the suit property was purchased by the 1st defendant out of the money sent by the plaintiff which is repaid to the plaintiff after the purchase, the case of the 1st defendant is not coming within the purview of Binami

transaction. The case of the plaintiff is that the plaintiff was in abroad and therefore the plaintiff could not purchase the property in his name and asked the 1st defendant to purchase the property in her name with a condition to transfer the same in the name of the plaintiff. Therefore the case of the plaintiff is not to maintain the property in the name of the 1st defendant for ever. Therefore the case of the plaintiff is also not that the case is coming within the purview of the Binami transaction. Hence it is evident that none of the parties to the suit is attracting the Binami transaction. Therefore though the consideration was paid by the plaintiff to purchase the suit property in the name of the 1st defendant, the provisions of Binami Abolition Act are not applicable to this case. Therefore it is held that the 1st defendant has not returned the money sent by the plaintiff for the purchase of the suit property and thus the additional issue is hereby answered.

15) Issue No.1 and 2 :-

There is critical situation to decide the title of the plaintiff to the suit property though the plaintiff paid money since the sale deed stands in the name of the 1st defendant. The plaintiff has not sought for the relief of transferring the suit property in the name of the plaintiff by the 1st defendant. Hence in this situations, the title of the plaintiff can not be declared as the sale deed stands in the name of the 1st defendant. If the title of the plaintiff to the suit property is declared, it would amount to cancel the Ex.A2 sale deed. But both the parties claim the property only under the

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Ex.A2 sale deed. Hence the Ex.A2 can not be declared as void. The plaintiff has also not sought for the relief of declaring as to the voidity of the Ex.A2 sale deed. As per the Ex.A2, the title to the suit property stands in the name of the 1st defendant. Therefore the title of the 1st defendant can not be parted with the suit property. Therefore the suit has to be decided only on the basis of equity. The payment of Rs.26 lakhs by the plaintiff to the 1st defendant is admitted by the 1st defendant. Hence it is held that the plaintiff is not entitled to the relief of declaration and possession of the suit property and thus the issue No.1 is hereby answered.

16) Admittedly the 1st defendant has received Rs.26 lakhs from the plaintiff. Apparently the 1st defendant has not repaid the same. Admittedly the 1st defendant received Rs.26 lakhs in the year of 2018 from the plaintiff. Apparently the plaintiff had belief on the 1st defendant that she would transfer the suit property in the name of the plaintiff. Therefore the denial on the part of the 1st defendant creates a right sue to the plaintiff only on denial to execute the deed in favour of the plaintiff. The plaintiff with due diligence has maintained this suit with bonafide intention to declare his title and possession of the suit property. Therefore the relief for return of money is not barred in view of Sec.14 of Limitation Act. Since the relief for money is not barred by limitation, absolutely there can be no bar to this Court to grant the relief of money to the plaintiff in this suit itself. If the plaintiff is permitted to file a separate suit for money, it would amount to multiplicity of proceedings. In order to avoid the

multiplicity of proceedings and in order to do justice on the basis of equity, this Court holds that the plaintiff is entitled to the relief of return of Rs.26 lakhs from the 1st defendant with subsequent interest and thus the issue No.2 is hereby answered.

In the result, the suit for the reliefs of declaration of the title of the suit property to the plaintiff and for possession is hereby dismissed. The relief for return of money is hereby granted to the plaintiff directing the 1st defendant to pay Rs.26 lakhs to the plaintiff with the subsequent interest of 6% p.a. from the date of filing of the suit till the date of realization.

Dictated to the Steno-Typist, directly typed by her in the computer, corrected and pronounced by me in the open Court this the 1st day of July 2026.

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I Additional District Judge,
Thoothukudi.

List of plaintiff's side witness :-

PW.1 Tmt. Manimala

List of Plaintiff's side documents :-

Ex.A1	18.04.2024	General power deed
Ex.A2	30.05.2018	Copy of Sale deed executed by Poomadathi in favour of the 1st defendant
Ex.A3	08.06.2023	Copy of legal notice
Ex.A4	--	Acknowledgment card
Ex.A5	24.06.2023	Reply notice by the 1st defendant
Ex.A6	--	Statements of account

Ex.A7	11.04.2018	Bank statements of account
Ex.A8	--	Transaction statement
Ex.A9	--	Encumbrance certificate

List of defendants' side witness :-

DW.1 Tmt. Uma (1st defendant)

List of defendants' side documents :

Ex.B1	2016-2019	Kovilpatti State bank of India bank passbook in the name of husband of the 1st defendant
Ex.B2	2019-2020	Kovilpatti State bank of India bank passbook in the name of the 1st defendant and her husband
Ex.B3	--	Kovilpatti State bank of India bank passbook in the name of father of the 1st defendant
Ex.B4	--	Kovilpatti Indian bank passbook in the name of father of the 1st defendant
Ex.B5	--	Statements of account in the name of the 1st defendant and her husband

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Thoothukudi.

I Additional District Court,

Thoothukudi.

O.S.No.79/2024

Draft/ Fair Judgment

Date : 01.07.2026.