



TNTU080000602024

Presented on : 17. 04.2024

Registered on : 22.04.2024

Decided on : 18.03.2026

Duration : 1 Year, 10 Month, 26 days

IN THE COURT OF DISTRICT MUNSIF, VANIYAMBADI

Presided Over by THIRU. V. ESHWAR,B.E.,L.L.B.,

OS/50/2024

CNR.No.TNTU080000602024

Plaintiff:

Pachaiyappan

.....Plaintiff

VERSUS

Defendant:

1. Gopal

2. Devaraj

.....Defendants

Advocate for Plaintiff Name: **D. Sampath**

Advocate for Defendant Name: **D1, D2 - Set Exparte**

Claim : Permanent Injunction and for cost



JUDGMENT

(Delivered on 18.03.2026)

The plaintiff has instituted this suit seeking a decree for declaration of his title over the 'A' schedule property, to declare the sale deeds dated 22.03.2006 and 18.07.2007 (described in 'B' and 'C' schedules respectively) as null and void and not binding on the plaintiff, and for a consequential permanent injunction restraining the defendants and their henchmen from interfering with the plaintiff's peaceful possession and enjoyment of the 'A' schedule property.

I. Summary of Complaint

2. The case of the plaintiff is that the 'A' schedule property originally belonged to his father, Munisamy, S/o. Kali Mandiri, by virtue of a registered sale deed dated 22.07.1968 (Doc. No. 2062/1968) executed by one Gopal, S/o. Venkatesh Mandiri. It is averred that the plaintiff's father was in absolute possession of the property. The family consisted of Munisamy, his wife Kasiammal, and two sons, namely the plaintiff and one Varadan. Approximately 30 years ago, an oral partition took place in the family, wherein the 'A' schedule property was allotted to the plaintiff's share. Since then, the plaintiff has been in exclusive and undisturbed possession.

3. It is further pleaded that the defendants are neighboring landowners. The larger extent of land in S.No. 27/2 originally belonged to one Venkatesa



Mandiri, who had two sons: Mattukara Munisamy and Gopal (the 1st defendant). In their family partition, Gopal (D1) was allotted 0.30 acres (the suit 'A' schedule), which he subsequently sold to the plaintiff's father in 1968. The other son, Mattukara Munisamy, was allotted 1.27 acres. Mattukara Munisamy and his wife Kaliasammal had no issues. After Mattukara Munisamy's demise, Kaliasammal wrongfully executed a sale deed dated 22.03.2006 (Doc. No. 1105/2006) in favor of the 2nd defendant, Devaraj, for the entire extent of 1.57 acres, including the plaintiff's 0.30 acres.

4. The plaintiff contends that Kaliasammal had no title over the 0.30-acre portion and thus the sale to the 2nd defendant is invalid to that extent. Subsequently, the 2nd defendant created another sale deed dated 18.07.2007 (Doc. No. 3464/2007) in favor of Kaliasammal. In June 2023, while attempting to survey the land, the plaintiff discovered that the patta for the 'A' schedule property stood in the name of the 2nd defendant. Despite requests, the defendants refused to cooperate for a patta transfer and attempted to trespass into the property on 10.03.2024. Hence, the suit.

II. Position of the defendants

5. The defendants 1 and 2, despite being served with summons, failed to appear before this Court and were consequently set ex-parte on 12.06.2024.



III. Point for determination

6. Since the defendants are ex-parte, the following points arise for consideration to determine if the plaintiff is entitled to the reliefs sought:

- i. Whether the plaintiff is the absolute owner of the 'A' schedule property by virtue of the sale deed dated 22.07.1968 and subsequent oral partition?
- ii. Whether the sale deeds dated 22.03.2006 and 18.07.2007 are null, void, and not binding on the plaintiff?
- iii. Whether the plaintiff is in lawful possession of the 'A' schedule property?
- iv. Whether the plaintiff is entitled to the relief of declaration of title and permanent injunction?
- v. To what other relief the plaintiff is entitled?

IV. Evidence Adduced

7. To prove his case, the plaintiff examined himself as PW-1. In his chief examination, he reiterated the plaint averments and marked nine documents as Ex.A-1 to Ex.A-9. Notably, Ex.A-1 is the original sale deed of 1968, and Ex.A-2 and Ex.A-3 are the certified copies of the impugned sale deeds. Ex.A-4 and Ex.A-5 are the A-Register and Chitta extracts showing the current revenue entries.



8. One Munisamy, a neighbor and relative, was examined as PW-2. He corroborated the version of PW-1 regarding the family history, the 1968 sale, the oral partition, and the plaintiff's continuous possession.

V. Arguments of the Parties

9. The learned counsel for the plaintiff argued that the title of the plaintiff's father is clearly established through Ex.A-1, which is a document over 30 years old. It was further argued that Kaliammal, having no title over the 0.30-acre portion, could not have validly conveyed the same to the 2nd defendant. Reliance was placed on the principle of *Nemo dat quod non habet*. Since the evidence of PW-1 and PW-2 remains unchallenged, the plaintiff's counsel prayed for a decree as prayed for.

VI. Discussion and Reasons for Decision

10. The crux of the dispute is whether Kaliammal had the legal right to alienate the entire 1.57 acres in S.No. 27/2. Perusal of Ex.A-1 reveals that Gopal (D1) sold 0.30 acres in S.No. 27/2 to the plaintiff's father, Munisamy. This proves that as early as 1968, the 'A' schedule property was severed from the larger extent and title was transferred to the plaintiff's father.

11. The plaintiff claims title through an oral partition. In Indian law, an oral partition is permissible and if followed by possession, it confers valid rights. Both PW-1 and PW-2 have testified to this partition occurring 30 years ago. Their testimony remains unrebutted.



12. Regarding the impugned sale deeds, Ex.A-2 (dated 22.03.2006) shows Kaliasammal selling 1.57 acres to D2. However, based on Ex.A-1, Kaliasammal's husband's share was only 1.27 acres. She had no title to convey the 0.30 acres belonging to the plaintiff's father. It is a settled principle of law that no one can transfer a better title than they themselves possess. Consequently, the inclusion of the plaintiff's 0.30 acres in Ex.A-2 and the subsequent transfer in Ex.A-3 are legally unsustainable and void to the extent of the 'A' schedule property.

13. Although Ex.A-4 and Ex.A-5 stand in the name of the 2nd defendant, it is well-established that revenue entries do not confer title. They are merely for fiscal purposes. Since the root of the title (Ex.A-1) is with the plaintiff's father and the subsequent documents (Ex.A-2 and Ex.A-3) are found to be fraudulent or mistaken regarding the extent, the revenue entries based on those documents cannot defeat the plaintiff's lawful title.

14. On the aspect of possession, PW-1 and PW-2 have consistently deposed that the plaintiff is in physical possession. In an ex-parte suit, while the burden is on the plaintiff, the unchallenged testimony of the witnesses, supported by the ancient title deed (Ex.A-1), creates a strong preponderance of probability in favor of the plaintiff. Under Section 101 of the Indian Evidence Act, the plaintiff has discharged his initial burden.

15. Therefore, this Court finds that the plaintiff has established his title to the 'A' schedule property and has proved that the sale deeds marked as Ex.A-2



and Ex.A-3 are null and void as far as they relate to the 'A' schedule property. The threat to possession is evident from the refusal of the defendants to rectify the revenue entries and their alleged attempt to trespass. Thus, the plaintiff is entitled to the reliefs of declaration and permanent injunction.

VII. Result

16. In the result, the suit is decreed as prayed for:

- a) It is declared that the plaintiff is the absolute owner of the suit 'A' schedule property.
- b) The sale deed dated 22.03.2006 (Doc. No. 1105/2006) and the sale deed dated 18.07.2007 (Doc. No. 3464/2007) are hereby declared null and void and not binding on the plaintiff in respect of the suit 'A' schedule property.
- c) A permanent injunction is granted restraining the defendants, their men, and henchmen from interfering with the plaintiff's peaceful possession and enjoyment of the suit 'A' schedule property.
- d) Considering the circumstances of the case, the parties shall bear their own costs.

Directly typed by me in my official laptop, corrected and pronounced by me in the Open Court on this the 18th day of March, 2026.

**District Munsif,
Vaniyambadi.**

**APPENDIX****Plaintiff's Side Witnesses:**

PW-1: Pachaiyappan

PW-2: Munisamy

Plaintiff's side Exhibits:

Exhibits	Date	Description
Ex.A-1	22.07.1968	Original Sale Deed (Doc. No. 2062/1968) executed by D1 in favor of Plaintiff's father.
Ex.A-2	22.03.2006	Certified copy of Sale Deed (Doc. No. 1105/2006) executed by Kaliasammal in favor of D2.
Ex.A-3	18.07.2007	Certified copy of Sale Deed (Doc. No. 3464/2007) executed by D2 in favor of Kaliasammal.
Ex.A-4	08.02.2024	Computerized A-Register extract for S.No. 27, Nekkanamalai Village.
Ex.A-5	08.02.2024	Computerized Chitta for Patta No. 133.
Ex.A-6	11.04.2023	Encumbrance Certificate for S.No. 27/2 (Period: Jan 1965 to Dec 1974).
Ex.A-7	03.02.2024	Encumbrance Certificate for S.No. 27 (Period: Jan 1975 to Feb 2024).
Ex.A-8	10.02.2024	Office copy of the petition submitted by the Plaintiff to Tahsildar, Vaniyambadi.
Ex.A-9	08.02.2024	Computerized Guideline Value for S.No. 27.

Defendant's Side Witnesses: Nil**Defendant's Exhibits:** Nil**District Munsif,
Vaniyambadi.**