

IN THE COURT OF THE SUBORDINATE JUDGE, SATHYAMANGALAM.

PRESENT: Tmt.K.S.Shabeena, M.L.,
Subordinate Judge, Sathyamangalam.

Monday, the 15th day of June 2026
(2057 Thiruvalluvarandu Parabhava varudam Aani Thingal 01st day)

O.S.No.241 of 2018
CNR No.TNED 050009882018

M.Palanisamy

... Plaintiff

/Vs/

K.A.Mahendran @ K.A.Nanjappan

... Defendants

This suit came up for final hearing before me on 15.06.2026 in the presence of Thiru.P.V.Rathinasabaapathi, Advocate for the Plaintiff and Thiru.K.Senthilkumar, Advocate for the defendant and upon perusing the records, hearing the arguments of both side having stood over for consideration till this day, this Court delivered the following....

Judgment

The plaintiff filed the present suit seeking declaration that he is the absolute owner of the suit property and consequential recovery of possession from the defendant.

1. The Brief facts of the Plaint as stated by the Plaintiff:

1. The plaintiff contended that the suit property originally belonged exclusively to the defendant. According to the plaintiff, the defendant, out of his own volition, sold the suit property to him for a valid sale consideration of Rs.7,50,000/- under a registered sale deed dated 12.10.2015 bearing Document No.5933 of 2015 registered before the Sub Registrar, Sathyamangalam. It was further pleaded that possession of the suit property was delivered to the plaintiff on the date of execution of the sale deed itself and that from the date of purchase the plaintiff had been in lawful possession and enjoyment of the property.

2. The plaintiff stated that he was residing in his agricultural land at Thandampalayam and therefore the house situated in the suit property was kept under lock and key. He used to visit the property periodically. When he visited the property on 05.12.2018, he found that the lock of the house had been opened and the defendant along with his family members had entered into and occupied the premises. On enquiry, the defendant informed him that they had lodged a complaint against the plaintiff before the authorities and thereafter entered the property.

3. The plaintiff further came to know that on 03.12.2018 the defendant had submitted a petition before the District Revenue Officer containing false allegations and that the same was published in a newspaper on 04.12.2018. According to the plaintiff, the defendant had no right, title or interest in the suit property after execution of the registered sale deed and had unlawfully trespassed into the property

with an intention to gain wrongful advantage. Hence, the plaintiff sought a declaration that he is the absolute owner of the suit property and consequential recovery of possession from the defendant. Hence this suit.

2. The brief facts of the Written Statement filed by 2nd defendant:

1. The defendant denied the plaint averments and contended that the suit was not maintainable either in law or on facts. According to him, he never intended to sell the suit property to the plaintiff. He pleaded that he had borrowed a sum of Rs.5,00,000/- from the plaintiff for the expenses of his lathe workshop business and for medical expenses of his wife. It was his specific case that he had agreed to execute a mortgage deed as security for the said loan.

2. The defendant alleged that under the guise of obtaining a mortgage deed, the plaintiff took him to the Sub Registrar's Office and fraudulently got a sale deed executed in his favour. According to the defendant, he continued to remain in possession and enjoyment of the suit property at all times and had never delivered possession to the plaintiff.

3. It was further pleaded that the plaintiff had subsequently obtained transfer of patta and revenue records in his name without the knowledge of the defendant. Upon learning about the same, the defendant lodged a complaint before the District Collector alleging that he had already paid substantial interest towards the loan and that the plaintiff was demanding exorbitant usurious interest.

4. The defendant maintained that he and his family had been residing in the suit property from the time of his father and therefore there was no necessity for them to break open any lock and enter the property. He also contended that had the plaintiff truly been in possession, he would have immediately lodged a police complaint regarding the alleged trespass. On these grounds, the defendant prayed for dismissal of the suit.

3. Issues framed under Order XIV Rule 1 of the CPC by the learned predecessor:

1. Whether the sale deed bearing Document No.5933 of 2015 dated 12.10.2015 was executed as an absolute sale or merely as security for a loan transaction?
2. Whether the plaintiff is entitled to the relief of declaration as prayed for?
3. Whether the plaintiff is entitled to recovery of possession as prayed for?
4. To what other reliefs are the parties entitled?

4. Evidences and Documents:

1. On the side of the Plaintiff, the plaintiff was examined as PW.1 and Ex.A1 to Ex.A8 were marked through him and Thiru. Sundaram, one of the attesting witnesses was examined as PW2 and Ex.A9 and Ex.A10 have been marked.

2. On the side of the Defendant, the defendant was examined as DW.1 and Ex.B1 to Ex.B8 were marked and defendant also examined his wife as DW2, Rajkumar as DW3, Shanthi, wife of the plaintiff, as DW4 and another attesting witness Rajkumar as DW5. and no documents have been marked and thereby the evidence in both side closed.

5. Evidences of Witnesses:

5.1. PW1 reiterated the plaint averments and relied upon the registered sale deed. During cross-examination he admitted that he had not lodged any police complaint regarding the alleged breaking open of the lock. He denied the suggestion that the sale deed had been obtained fraudulently under the guise of a mortgage transaction.

5.2. PW2 Sundaram deposed that he was an attesting witness to Ex.A1 sale deed. He identified his signature in the document and stated that the defendant had executed the sale deed in favour of the plaintiff. Though he admitted acquaintance with the plaintiff, he denied the suggestion that the document was executed only as security for a loan.

5.3. DW1 asserted that he had borrowed only Rs.5,00,000/- and that the document was intended merely as security. However, during cross-examination he admitted several crucial facts. He admitted that the release deed executed by his sisters was handed over to the plaintiff. He admitted handing over the original parent documents. He admitted that Ex.A1 contains a recital regarding delivery of possession. He further admitted that he never filed any proceeding before the Sub Registrar or any civil court seeking cancellation of the sale deed. He also admitted that the sale agreement executed in favour of the plaintiff's wife described the transaction as a sale agreement and not as a loan transaction.

5.4. DW2, wife of the defendant, supported the defence version. However, she admitted that both she and her husband were educated up to the tenth standard and

ordinarily persons read documents before signing them. She also admitted that she had signed as an attesting witness in the sale deed.

5.5. DW3 stated that the defendant had been residing in the property for many years. He admitted that he had signed as a witness in the sale deed but attempted to support the defence version.

5.6. DW4 Shanthi, the plaintiff's wife, spoke about Ex.B7 and Ex.B8. Significantly, she categorically stated that Ex.B7 was a sale agreement and not a document executed as security for a loan. She further stated that the advance amount had been repaid and therefore the agreement was cancelled.

5.7. DW5 Rajkumar, an attesting witness to Ex.B7 agreement, attempted to support the defence case by stating that the agreement was intended for a loan transaction. However, he admitted that he had not read the document before signing it.

6. Discussion and Findings:-

Having meticulously scrutinized the averments in the plaint and written statement, along with the oral testimonies and the documentary evidence marked on either side, this Court proceeds to consider the issues framed as follows:

7. Issue No.1: Whether the sale deed vide Document No.5933 of 2015 dated 12.10.2015 was executed for sale or merely as security for a loan?

7.1. Both side Heard. This Court had cautiously scrutinized the Plaint, Written statement, and the documents marked before this court.

7.2. This issue forms the foundation of the entire dispute. The plaintiff asserts that the defendant sold the suit property absolutely for a sale consideration of Rs.7,50,000/- under a registered sale deed dated 12.10.2015 and delivered possession on the same day. On the contrary, the defendant contends that he had borrowed only Rs.5,00,000/- from the plaintiff and that under the guise of executing a mortgage deed as security for the loan, the plaintiff fraudulently obtained a registered sale deed.

7.3. At the outset, it is pertinent to note that the execution of Ex.A1 sale deed is not denied by the defendant. The defendant has admitted his signature in the document. His wife, examined as DW2, has admitted that she signed as an attesting witness in Ex.A1. PW2 Sundaram, one of the attesting witnesses, has categorically identified his signature and spoken about the execution of the document. Therefore, the execution and registration of Ex.A1 stand proved beyond dispute.

7.4. When a document is reduced into writing and duly registered, the law attaches a strong presumption regarding its genuineness. Under Sections 91 and 92 of the Indian Evidence Act, the contents of a written instrument cannot ordinarily be contradicted by oral evidence unless exceptional circumstances such as fraud, coercion, misrepresentation or mistake are satisfactorily established. The burden lies heavily upon the defendant, who seeks to displace the legal effect of a registered sale deed.

7.5. The defendant has pleaded that the transaction was intended only as security for a loan of Rs.5,00,000/-. However, except his oral testimony, there is absolutely no

documentary evidence to substantiate such a plea. No promissory note, loan agreement, mortgage deed, receipt, account book or acknowledgment has been produced before the Court. Even according to the defendant, he had been paying interest for several years. Surprisingly, he admittedly obtained no receipts whatsoever for such payments. The absence of even a single document evidencing payment of interest creates serious doubt regarding the truthfulness of the defence.

7.6. The conduct of the defendant assumes great significance. During cross-examination, DW1 admitted that he handed over the original title deeds relating to the suit property to the plaintiff. He further admitted that the release deed executed by his sisters in his favour was also delivered to the plaintiff. Such conduct is wholly consistent with a completed sale transaction. Ordinarily, a borrower who executes a document merely as security would not part with all original title deeds and parent documents. The delivery of original title deeds strongly supports the plaintiff's version that the property was sold outright.

7.7. Further, DW1 admitted that Ex.A1 specifically contains a recital that possession was delivered to the purchaser on the date of execution itself. Though he subsequently attempted to deny actual delivery of possession, the recital contained in a registered document carries substantial evidentiary value. More importantly, if the defendant genuinely believed that the sale deed had been obtained by fraud, one would reasonably expect him to challenge the document immediately before the Sub Registrar, police authorities or a competent civil court. Admittedly, no such action

was taken. No suit for cancellation of the sale deed was filed. No petition was submitted before the registration authorities. This prolonged silence and inaction substantially weaken the defence case.

7.8. The evidence relating to Ex.B7 and Ex.B8 also deserves careful scrutiny. Ex.B7 is a registered sale agreement executed between the defendant and the plaintiff's wife Shanthi. Ex.B8 is the cancellation deed relating thereto. The defendant seeks to rely upon these documents to suggest that they were only security transactions. However, DW4 Shanthi herself has categorically deposed that Ex.B7 was executed for purchase of property and not for a loan transaction. She specifically denied the suggestion that it was executed as security for debt. Thus, the evidence of DW4 does not support the defendant's case.

7.9. The testimony of DW5 Rajkumar also fails to inspire confidence. Though he attempted to state that the agreement was connected with a loan transaction, he admitted that he did not read the document before signing it. A witness who admittedly signed without reading the contents cannot provide reliable evidence regarding the nature of the transaction embodied in the document.

7.10. It is also pertinent to note that partition suits stand on a distinct legal footing. The right to seek partition is generally regarded as a recurring and continuing right so long as the property remains joint and undivided. Unless there is a lawful partition, release, relinquishment, ouster or extinguishment of title recognised by law, a co-

owner cannot ordinarily be denied the right to seek partition. The defendants have not produced any partition deed, release deed, family arrangement, relinquishment deed or any other document evidencing extinction of the plaintiffs' rights. Therefore, the mere dismissal of an earlier suit for default cannot permanently extinguish a co-owner's substantive right in the property.

7.11. The defendant and DW2 repeatedly asserted that they believed they were executing a mortgage document. However, both of them admitted that they had studied up to the tenth standard. DW2 further admitted that ordinarily a person would read a document before signing it. Their plea that they unknowingly executed a registered sale deed before a Sub Registrar, without understanding its contents, appears highly improbable. Registration proceedings involve formal verification of the executants, and the document itself unequivocally describes the transaction as a sale.

7.12. The Court cannot overlook the fact that Ex.A1 is a duly registered conveyance transferring ownership for valuable consideration. The defendant has failed to establish fraud, coercion, undue influence or misrepresentation by acceptable evidence. Mere allegations unsupported by convincing material cannot override a solemn registered document.

7.13. On relying upon the Judgment of the Honourable madurai Bench of Madras High court Pronounced 20.06.2025 **CORAM: THE HONOURABLE**

29. On scanning of entire material records along with oral and documentary evidence, it is clear that Ex.A.4 - **Sale Deed**, dated 02.04.2014, is registered and its **executant**, namely, the defendant, endorsed its **execution** and fully endorsed its contents and its **execution**, but deposed differently on its intention. Thus, the admitted position is that its **execution** and registration are not in dispute. Since it is a registered **sale deed** and its **execution** is not in dispute, it must carry a presumption that the transaction was a genuine one. Thus, evidently, the dispute is only in regard to the nature of transaction. Being a registered one and apparently containing the stipulations of transfer of right, title and interest in favour of the plaintiff over the suit property described therein and also recital regarding receipt of **sale** consideration, the burden was entirely on the defendant to establish otherwise and to prove that it did not reflect the true nature of transaction. But, the defendant's side has failed to establish so as rightly held by the trial Court. Therefore, the trial Court has correctly held that the registered **sale deed** Ex.A.4 has been properly **executed** for **sale** consideration and the defendant failed to establish that Ex.A.4 was **executed** only for **security** for loan. Though, as per citations relied on by the defendant that the plaintiff cannot take advantage of loop holes of the defendant, in this case, the facts and circumstances are entirely different, so the citations are not applicable to the facts of this case. As held by the

*Hon'ble Supreme Court, while the seller takes a stand in respect of registered **sale deed** that the **sale deed** was nominal and **executed for security** for loan, the seller has to establish his version.*

8. Conclusion:

Therefore, upon an overall appreciation of the oral and documentary evidence, this Court has no hesitation in holding that Ex.A1 was executed as an absolute sale deed conveying title to the plaintiff and not merely as security for a loan transaction. Accordingly, Issue No.1 is answered in favour of the plaintiff.

9. Issue No.2: Whether the plaintiff is entitled to the relief of declaration as prayed for?

9.1. The plaintiff seeks a declaration that he is the absolute owner of the suit property. In a suit for declaration of title, the plaintiff must succeed on the strength of his own title and not on the weakness of the defendant's case. The Court is therefore required to examine whether the plaintiff has established a valid legal title over the suit property.

9.2. The title of the defendant prior to the sale transaction is not disputed. Ex.A3 and Ex.A4 establish that the defendant's father Arumugam had acquired title to the property. Ex.A2 release deed shows that the defendant's sisters relinquished their rights in favour of the defendant. Consequently, the defendant became the exclusive owner of the property.

9.3. The plaintiff derives title through Ex.A1 registered sale deed dated 12.10.2015. As already discussed while dealing with Issue No.1, the defendant has failed to prove that Ex.A1 was intended only as security for a loan. The validity and operative nature of Ex.A1 therefore remain intact. Under Section 54 of the Transfer of Property Act, ownership in immovable property of value exceeding one hundred rupees can be transferred only by a registered instrument. Ex.A1 satisfies all legal requirements contemplated under the statute. Once execution and registration are proved, ownership passes to the purchaser.

9.4. The subsequent conduct of the parties also lends support to the plaintiff's title. Ex.A5 and Ex.A6 reveal that revenue records were mutated in the plaintiff's favour. Though mutation does not by itself confer title, it is a circumstance indicating recognition of the plaintiff's ownership by the revenue authorities. The defendant has not produced any order cancelling the mutation proceedings.

9.5. The defendant has also admitted that he never initiated any legal proceedings seeking cancellation of Ex.A1. As long as Ex.A1 remains valid and operative, the title conveyed thereunder continues to vest with the plaintiff. A registered sale deed cannot be ignored merely on the basis of an oral plea. The defendant's reliance upon his continued occupation of the property cannot defeat the legal title created under Ex.A1. Possession and ownership are distinct concepts in law. Even if the defendant continued to remain in physical occupation, such occupation by itself does not extinguish the title vested in the plaintiff.

9.6. The evidence available on record clearly establishes that the plaintiff has acquired lawful title under Ex.A1. The defendant has failed to establish any legal ground for avoiding or invalidating the said document. Consequently, the plaintiff has satisfactorily proved his title and is entitled to a declaration declaring him as the absolute owner of the suit property. Accordingly, Issue No.2 is answered in favour of the plaintiff.

10. Issue No.3: Whether the plaintiff is entitled to the relief of recovery of possession as prayed for?

10.1. The plaintiff seeks recovery of possession on the ground that the defendant unlawfully re-entered the property and occupied the house after execution of the sale deed. The defendant contends that he has continuously remained in possession and enjoyment of the property from the time of his father and that he never surrendered possession to the plaintiff.

10.2. The first requirement for granting recovery of possession is proof of title. While discussing Issue Nos.1 and 2, this Court has already concluded that the plaintiff acquired valid title under Ex.A1 sale deed. Therefore, the plaintiff has successfully established the primary requirement.

10.3. The next question concerns possession. Ex.A1 contains a recital that possession was delivered to the plaintiff on the date of execution. Such recital ordinarily raises a presumption regarding delivery of possession. However, the evidence on record

indicates that the defendant and his family were residing in the property at the time of institution of the suit.

10.4. PW1 has stated that after purchase he kept the house under lock and key because he was residing elsewhere. He further alleged that the defendant broke open the lock and entered the property. It is true that PW1 admitted during cross-examination that he had not lodged any police complaint immediately after the alleged trespass. This omission somewhat weakens the plaintiff's version regarding the precise manner in which the defendant entered the property.

10.5. Nevertheless, even if the plaintiff's allegation regarding breaking open of the lock is viewed with caution, the crucial fact remains that the defendant is presently in possession without establishing any subsisting legal right. The defendant's entire defence rests upon the contention that the sale deed was only a security document. Since that contention has been rejected, the defendant cannot claim any independent right to retain possession.

10.6. The evidence of DW3 and DW5 suggests that the defendant has been residing in the property for several years. However, mere physical occupation does not create legal entitlement against the true owner. Once title has passed under a valid sale deed, the vendor cannot continue in possession contrary to the rights of the purchaser unless protected by a legally recognized arrangement. The defendant has neither pleaded nor proved any tenancy, licence, agreement for reconveyance, adverse

possession or any other legal basis authorizing his continued occupation. Consequently, his possession becomes unauthorized in the eye of law.

10.7. The settled principle governing suits for recovery of possession is that a person having better title is entitled to recover possession from a person who is unable to establish a superior or lawful right to remain in occupation. The plaintiff has established his title through a registered conveyance. The defendant has failed to establish any corresponding legal right.

10.8. A perusal of Ex.B3 series, namely the electricity bills, reveals that the electricity service connection relating to the suit property continued in the name of the defendant and that the charges were paid by him even after the institution of the suit. This circumstance indicates that the defendant was in actual physical occupation and enjoyment of the suit property. However, electricity bills are only evidence regarding possession and enjoyment and do not confer title. Therefore, while Ex.B3 supports the defendant's plea of continued possession, it does not affect the validity of Ex.A1 registered sale deed under which the plaintiff claims title. Hence, Ex.B3 is relevant only for deciding the question of possession and not the question of ownership. Accordingly, this Court finds that though the defendant continued in possession of the suit property, the plaintiff has established his title under Ex.A1 and is therefore entitled to seek recovery of possession.

10.9. Therefore, this Court finds that the plaintiff is entitled to recover vacant possession of the suit property from the defendant. Accordingly, Issue No.3 is answered in favour of the plaintiff.

11. Issue No.4: To what other reliefs are the parties entitled?

11.1. Having found that Ex.A1 is a valid sale deed and that the plaintiff has acquired lawful title over the suit property, the plaintiff necessarily becomes entitled to all consequential reliefs flowing from such declaration.

11.2. The defendant's occupation of the suit property after execution of the sale deed has been found to be unauthorized. Consequently, the plaintiff is entitled to recovery of vacant possession. The plaintiff has been compelled to institute the present proceedings to protect and enforce his legal rights. The litigation has arisen solely because of the defendant's refusal to acknowledge the legal consequences of the registered sale deed.

11.3. The Court is therefore satisfied that the plaintiff is entitled to a decree for declaration of title, recovery of possession and costs of the suit. No circumstances exist warranting denial of costs. On the contrary, the conduct of the defendant in continuing to dispute a registered sale deed without seeking its cancellation justifies awarding costs in favour of the successful party. Accordingly, Issue No.4 is also answered in favour of the plaintiff.

12. Findings:

Issue No.1 – The sale deed dated 12.10.2015 bearing Document No.5933 of 2015 was executed as an absolute sale and not as security for a loan.

Issue No.2 – The plaintiff is entitled to declaration of title.

Issue No.3 – The plaintiff is entitled to recovery of possession.

Issue No.4 – The plaintiff is entitled to consequential reliefs and costs.

13. Result:

1. **In the result**, the suit is decreed with costs.
2. It is declared that the plaintiff is the absolute owner of the suit property by virtue of the registered sale deed dated 12.10.2015.
3. The defendant shall deliver vacant possession of the suit property to the plaintiff within the time stipulated by the Court. In default, the plaintiff is entitled to recover possession through due process of law.
4. The plaintiff is also entitled to costs of the suit.

Dictated by me to the Steno typist, typed by her in the Computer directly, corrected and pronounced by me in open court on this the 15th day of June 2026.

Subordinate Judge,
Sathyamangalam.

List of witnesses

Plaintiff side:

PW-1 Thiru.Palanisamy (Plaintiff)
PW-2 Thiru.Sundaram

Defendants side:-

DW-1 Thiru.Nanjappan @ Mahendran (Defendant)
DW-2 Tmt.Indhira
DW-3 Thiru.Rajkumar
DW-4 Tmt.Shanthi
DW-5 Thiru.Rajkumar

List of documents

Plaintiff side:

S.No.	Date	Particulars	Nature
Ex.A1	12.10.2015	Sale Deed (Doc.No.5933/2015)	Certified Copy
Ex.A2	18.08.2006	Share release deed (Doc.No.3235/2006)	Certified Copy
Ex.A3	10.06.1980	Sale Deed (Doc.No.1111/1980)	Original
Ex.A4	21.09.1981	Sale Deed (Doc.No.2160/1981)	Original
Ex.A5	07.02.2017	Patta Transfer Order	Online Copy
Ex.A6	11.02.2017	Patta (No.296)	Online Copy
Ex.A7	04.12.2018	News paper publication (Thinathanthi)	Original
Ex.A8	12.11.2018	Guideline value	Online Copy
Ex.A9	21.06.2022	Witness Summon (P.Shanthi)	Office Copy
Ex.A10	21.06.2022	Witness Summon (R.Rajkumar)	Office Copy

Defendant side:-

S.No.	Date	Particulars	Nature
Ex.B1	08.04.2017	House Tax receipt	Original
Ex.B2	20.02.2020	Guideline value	Online Copy
Ex.B3	-----	Electricity Bills (Nos.23)	Original

Ex.B4	-----	Family Card	Original
Ex.B5	-----	Aadhar Card	Xerox
Ex.B6	29.01.2021	Encumbrance Certificate	Online Copy
Ex.B7	10.04.2014	Sale Agreement deed (Doc.No.2160/1981)	Certified Copy
Ex.B8	12.10.2015	Sale Agreement Cancellation deed (Doc.No.5932/2015)	Certified Copy
Ex.B9	29.01.2021	Guideline Value	Online Copy

Subordinate Judge,
Sathyamangalam.