

S.A.No.133 of 2015

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 25.11.2025

Coram:

THE HONOURABLE MR.JUSTICE P.DHANABAL

S.A.No.133 of 2015

and

M.P.No.1 of 2015

---

Balakrishnan

.. Appellant

Vs.

1. Kaliasammal
2. Dhandapani (died)
3. Lakshmi
4. Porkilai (died)
5. Rajendiran
6. Silambarasan
7. Bharani
8. Muniammal
9. Prema
10. Mahalakshmi

Page No.1/29



S.A.No.133 of 2015

11. Prakash

12. Annandan

13. Anjali

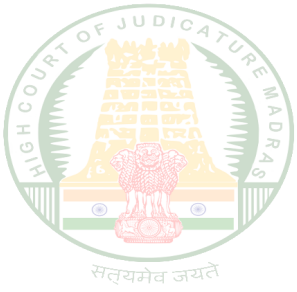
(Respondents 9 to 11 are brought on record  
as LR's of the deceased second respondent/Dhandapani)

(Respondents 12 and 13 are brought on record  
as LR's of the deceased fourth respondent/Porkilai,  
vide order dated 09.07.2025 made in  
C.M.P.Nos.12695, 12710 and 12699 of 2020  
in S.A.No.133 of 2015 and CMP.Nos.12709, 12702  
and 12707 of 2020)

.. Respondents

Second Appeal filed under Section 100 of the Code of Civil Procedure,  
against the judgment and decree, dated 22.09.2011 passed in A.S.No.17 of 2010  
on the file of the Principal Sub-Judge at Pondicherry, confirming the judgment  
and decree dated 14.12.2009 passed in O.S.No.79 of 2006 on the file of the I  
Additional District Munsif, Pondicherry.

Page No.2/29



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S.A.No.133 of 2015

For appellants : M/s.G.Sumithra

For respondents: M/s.S.Gowsik Sundar for RR-3, 5 to 8 and 9 to 13

R-1 notice served - No appearance

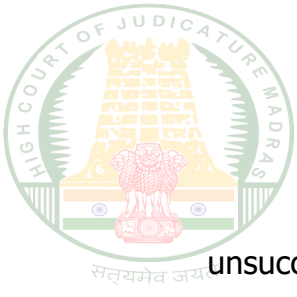
RR-2 and 4 - died

### JUDGMENT

This Second Appeal has been preferred as against the judgment and decree, dated 22.09.2011 passed by the Principal Subordinate Judge, Pondicherry in A.S.No.17 of 2010, confirming the judgment and decree dated 14.12.2009 passed in O.S.No.79 of 2006 on the file of the I Additional District Munsif Court, Pondicherry.

2. The appellant (plaintiff) has filed Original Suit No.79 of 2006 for the relief of permanent injunction as against the respondents herein and the suit was dismissed, as against which, the First Appeal was filed by the appellant and the first appellate Court also dismissed the First Appeal and as against the same, the

Page No.3/29



S.A.No.133 of 2015

unsuccessful plaintiff has filed the present Second Appeal before this Court.

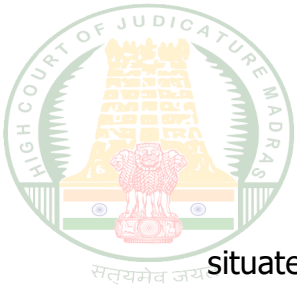
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3. For the sake of convenience, the parties are referred to as they are ranked in the trial Court as plaintiff and defendants.

4. The case of the plaintiff is as follows:

The suit property originally belonged to one Rathinammal being the mother of the plaintiff and she purchased the property from one Balakrishnan by way of sale deed, dated 23.03.1955. The said Rathinammal died and after her demise, the plaintiff's father, namely Parthasarathy has executed a settlement deed, dated 26.04.1996 in favour of his son and the brother of the plaintiff, i.e. Lakshmanan in respect of the suit property. The plaintiff was given 317 Sq.Meters of "Manai" consisting of brick built house, comprised in Cadastre No.442/1 and Re-survey No.159/35, Kanagachetty Kullam Village in Village No.20, Kalapet Revenue Village, Pondicherry, by virtue of settlement deed, dated 29.03.1996 by his father. The said property settled in favour of the plaintiff is

Page No.4/29

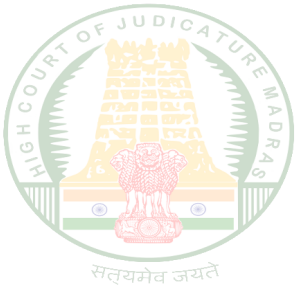


S.A.No.133 of 2015

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situated on the Southern side of the schedule mentioned property. The plaintiff's brother, namely Lakshmanan, was employed as Senior Officer (Administration) at Chemplast Sanmar Limited, Chennai and he had leased out the schedule mentioned property in favour of the plaintiff and through the lease deed, dated 20.11.2001 for a period of 11 months on a monthly rent of Rs.300/-. Thereafter, again a fresh lease deed was executed on 12.02.2004 for another eleven months' period on enhanced rent of Rs.450/- and the plaintiff has been in possession and enjoyment of the schedule mentioned property as a tenant and the first defendant, who is the adjacent land owner of the Northern side of the schedule mentioned property, attempted to encroach upon the original schedule mentioned property. The defendants 2 to 4 and 8 are the son and daughters of the first defendant and the fifth defendant is the son-in-law of the first defendant and the sixth and seventh defendants are the grand-sons of the first defendant. Therefore, the plaintiff had filed the suit for permanent injunction as against the defendants.

Page No.5/29



S.A.No.133 of 2015

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5. The case of the defendants is that they have denied the title of the property in the name of the plaintiff's mother Rathinammal, having purchased the same from one Balakrishnan Chettiyar, son of Gopal Chettiar, by virtue of sale deed, dated 23.03.1955, duly registered. The total extent of the area comprised in R.S.No.159/35, correlates to Cadastre No.441 pt, which is 7 kuzhis and 4 veesams, which is classified as "Kudiyiruppu Manai" in the Revenue Records. Since 1960, out of total extent of 7 kuzhis and 4 veesams in R.S.No.159/35, the first defendant, along with his family members, are in possession and enjoyment of the suit property, to an extent of 3 kuzhis and 10 veesams on the Northern side and remaining portion on the Southern side in R.S.No.159/35, was in possession of the plaintiff's father Parthasarathy. The Patta and settlement register covered under R.S.No.159/35, is in the name of Kaliasammal, i.e. the first defendant and Parthasarathy as joint Pattadars. The first defendant executed settlement deed, dated 05.12.1996 in favour of the third defendant in respect of the property covered in R.S.No.159/35 to an extent of 3 kuzhis and 10 veesams. Pursuant to the said settlement deed, dated 05.12.1996,

Page No.6/29



S.A.No.133 of 2015

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the third defendant has taken possession of the property and he is in possession and enjoyment of the property. The said property of an extent of 3 kuzhis and 10 veesams in R.S.No.159/35, was used as Garden by the third defendant and there are 4 coconut saplings and plantain trees are also existing. The third defendant had settled the property to and in favour of her sons, namely (1)Iyyanar, (2) Bharani and (3) Arun Kumar, by way of settlement deed, dated 06.10.2003. The sixth defendant is also having another name, Iyyanar and as such, the defendants 6 and 7 are title-holders of the property situated in R.S.No.159/35 to an extent of 3 kuzhis and 10 veesams and they are in possession and enjoyment of the property.

6. It is the further case of the defendants that the Southern side of R.S.No.159/35 was in possession and enjoyment of Parthasarathy and thereafter, his son Lakshmanan being the brother of the plaintiff, was enjoying the same. In order to encroach upon the property of the defendants, the plaintiff and his brother had created a settlement deed, dated 26.04.1996 to a

Page No.7/29



S.A.No.133 of 2015

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larger extent than they are enjoying actually. Further, the sale deed, dated 23.03.1955 is not related to the suit property and there is no cause of action for filing the suit and the suit is liable to be dismissed. The plaintiff has no locus-standi to file the suit, as he has no right over the property. Therefore, the suit is liable to be dismissed.

7. Based on the above said pleadings and after hearing both sides and also on perusing the records, the trial Court framed the following issues:

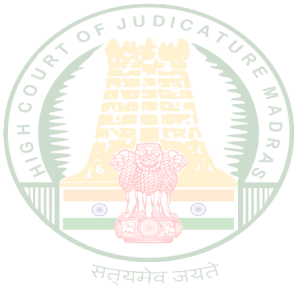
(i) Whether the plaintiff took over the schedule mentioned property for lease from Lakshmanan and is in possession of the same ?

(ii) Whether the defendants have tried to encroach upon the suit property ?

(iii) Whether the plaintiff is entitled for the permanent injunction as prayed for ? and

(iv) To what other relief ?

Page No.8/29



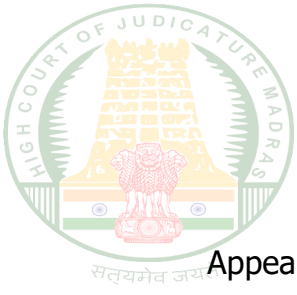
S.A.No.133 of 2015

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8. In order to prove the case before the trial Court, the plaintiff was examined as P.W.1 and Exs.A.1 to A.8 were marked. On the side of the defendants, the defendants 5 and 6 were examined as D.Ws.1 and 2 and Exs.B-1 to B-6 were marked.

9. After hearing both sides and on perusing the records, the trial Court dismissed the suit, holding that the plaintiff failed to prove his prima-facie possession and enjoyment of the suit property and all the Revenue Records relating to the suit property, stand in the name of the joint Pattadars and that the plaintiff has no exclusive title or possession of the property. Therefore, the trial Court dismissed the suit. Aggrieved by the judgment and decree of the trial Court, the plaintiff has preferred First Appeal before the Principal Subordinate Judge, Pondicherry in A.S.No.17 of 2010. The first appellate Court, after hearing both sides and after perusing the records, including the judgment and decree of the trial Court, framed the point for determination that whether the First Appeal (Appeal Suit) filed against the judgment and decree of the trial Court, the said

Page No.9/29



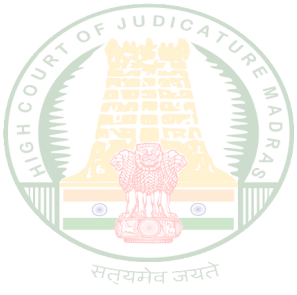
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Appeal Suit was dismissed, confirming the judgment and decree of the trial Court, by holding that Ex.A-1 sale deed, dated 23.03.1955 and the other documents relate to the Cadaster No.442, but the suit property is relating to Cadastre No.441 PT and Ex.A-2 settlement deed, dated 26.04.1996 also relates to Cadastre No.442, whereas, the parent document Ex.A-1 relates to Cadastre No.441. Therefore, the plaintiff failed to prove his case and the Appeal Suit was dismissed by the first appellate Court. Aggrieved by the judgment and decree of the first appellate Court, dismissing the Appeal Suit, the plaintiff has preferred this Second Appeal before this Court.

10. This Court admitted the Second Appeal on 04.03.2015 by formulating the substantial question of law to the effect that, "whether the Courts below have failed to appreciate the evidence while referring to Ex.A-2 which relates to Cadastre No.441, whereas the Courts below have held that the said document relates to Cadastre No.442".

Page No.10/29



S.A.No.133 of 2015

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11. Learned counsel for the appellant/plaintiff submitted that the appellant has filed the suit for permanent injunction as against the respondents/defendants in respect of the suit property. The suit property and other properties originally belonged to Rathinammal through sale deed, dated 23.03.1955. In that sale deed, two properties were purchased and copy of the sale deed was marked as Ex.A-1. Thereafter, the said Rathinammal died and while so, the father of the plaintiff executed a settlement deed in favour of his son, who is the brother of the plaintiff, namely Lakshmanan, in respect of the suit property through settlement deed, dated 26.04.1996. Further, on 29.03.1996, the father of the plaintiff executed a settlement deed in favour of the plaintiff in respect of the remaining properties. The settlement deed executed in favour of the plaintiff, had been marked as Ex.A-3 and the settlement deed executed in favour of the said Lakshmanan in respect of the suit property, had been marked as Ex.A-2. Thereafter, in the year 1999, through Ex.A.4 dated 20.09.1999, a rectification deed was executed in respect of Ex.A-3 settlement deed. The property settled in favour of the brother of the plaintiff, namely

Page No.11/29



S.A.No.133 of 2015

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Lakshmanan, was leased out to the plaintiff through Exs.A-6 and A-7 and therefore, he has been in possession and enjoyment of the property through lease deed from 20.11.2001 onwards.

11.1. Learned counsel for the appellant/plaintiff further contended that the defendants, who are having lands adjacent to the property on the Northern side, attempted to encroach upon the property and thereby, the plaintiff filed the suit and on the side of plaintiff before the trial Court, he was examined as P.W.1 and he has categorically deposed about the possession and enjoyment of the property. But the trial Court failed to consider that through Ex.A-1 sale deed, two properties were purchased and one property is situated in Cadastre No.442. Apart from that, on the Northern side also, some properties were purchased along with Cadastre No.442. The Cadastre number of that property is No.441. Therefore, the trial Court failed to consider that the property settled in favour of his brother Lakshmanan by his father, is the suit property, but however, the trial Court held that the said documents relate to Cadastre

Page No.12/29



S.A.No.133 of 2015

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No.442. The first appellate Court also failed to appreciate the evidence on the side of the plaintiff in proper perspective and wrongly held that Ex.A-2 relates to Cadastre No.442 instead of 441. Therefore, both the Courts below have committed error and the plaintiff is in possession and enjoyment of the property and he is entitled for decree of permanent injunction.

12. Learned counsel appearing for the respondents/defendants submitted that the first defendant and the plaintiff's father, namely Parthasarathy, were jointly enjoying the property in Cadastre No.442 in R.S.No.159/35, which correlates to Cadastre No.441, which is 3 ares and 85 sandhiyas = 7 kuzhis and 4 veesams. The said property is classified as Kudiyiruppu Manai and the total extent of the above said 7 kuzhis and 4 veesams, is in R.S.No.159/35. The first defendant and their family members were in possession and enjoyment of the property of an extent of 3 kuzhis 10 veesams on the Northern side. The remaining portion in Southern side was in possession of the plaintiff's father Parthasarathy. The Patta and settlement

Page No.13/29



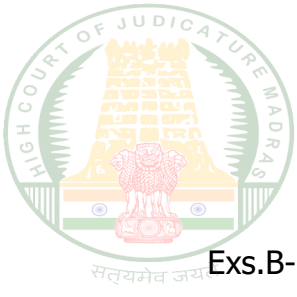
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register are in the joint names of the first defendant and the plaintiff's father Parthasarathy. The first defendant executed a settlement deed in favour of the third defendant for an extent of 3 kuzhis and 10 veesams in R.S.No.159/35 through settlement deed, dated 05.12.1996. In pursuant to the said settlement deed, the third defendant has been in possession and enjoyment of the property along with his family members. Thereafter, the third defendant had settled the property in favour of his sons, by way of registered settlement deed, dated 06.10.2003. The sixth defendant Silambarasan has another name Iyyanaar and therefore, the defendants 6 and 7 are the absolute title-holders of the property in R.S.No.159/35 to an extent of 3 kuzhis and 10 veesams and they are in possession and enjoyment of the property.

12.1. While so, the plaintiff and his brother created settlement deed, dated 26.04.1996 in respect of a larger extent than they are enjoying actually. The sale deed, dated 23.03.1955 is no way connected with the suit Cadastre number. On the side of the defendants, they have examined D.Ws.1 and 2 and

Page No.14/29



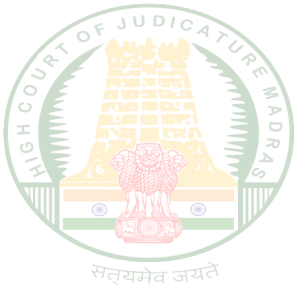
S.A.No.133 of 2015

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Exs.B-1 to B-6 were marked. Exs.B-1 and B-2 are the settlement registers and Ex.B-3 is the Patta in the name of the first defendant and Ex.B.4 is the Chitta for the property and Exs.B-5 and B-6 are the tax receipts. Therefore, the defendants have proved that the suit property belongs to them and they are in possession and enjoyment of the property. The plaintiff himself admitted during cross-examination that the defendants are enjoying the property by planting plants and coconut trees. Therefore, the Courts below have correctly dismissed the suit, as the plaintiff failed to prove the exclusive possession of the property.

12.2. It is further stated by the learned counsel for the defendants that, as far as the substantial question of law is concerned, there are no records to show that the said Rathinammal purchased the property through Ex.A-1 in Cadastre No.441 and Ex.A-2 also is not related to the Cadastre No.442. Therefore, the Courts below have correctly dismissed the suit and the Appeal Suit respectively and therefore, the Second Appeal is liable to be dismissed.

Page No.15/29



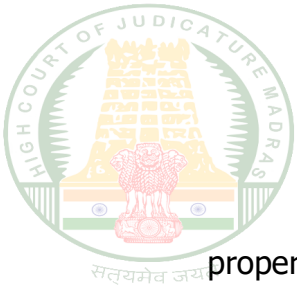
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13. This Court heard both sides and perused the records. In this case, the plaintiff has filed the suit for the relief of permanent injunction. According to the plaintiff, originally, the property belonged to Rathinammal and she purchased the suit property and other properties through Ex.A-1 sale deed, dated 23.03.1955. Thereafter, the father of the plaintiff executed settlement deed in favour of the plaintiff's brother Lakshmanan in respect of the suit property through Ex.A-2 settlement deed, dated 26.04.1996. The property is comprised in Cadastre No.442 in R.S.No.159/35 and it was settled to an extent of 317 Square meters in favour of the plaintiff by his father through settlement deed, dated 29.03.1996. Thereafter, the plaintiff's brother, namely Lakshmanan who was working in Chennai, leased out the property through lease deed, dated 20.11.2001 and another lease deed, dated 12.02.2004. Therefore, according to the plaintiff, he is in possession and enjoyment of the property.

14. According to the defendants, the first defendant and her family are in possession and enjoyment of the property. The total extent of the

Page No.16/29



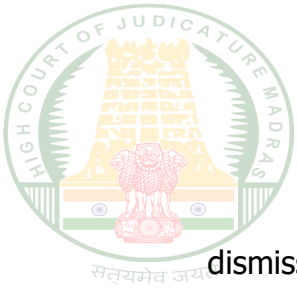
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property covered in R.S.No.159/35 is 3 ares and 85 sandhiyas = 7 kuzhis 4 veesams. The Northern part of 3 kuzhis, was enjoyed by the first defendant's family and the remaining part of the property was enjoyed by the plaintiff's father Parthasarathy. The plaintiff and his brother created settlement deed, dated 26.04.1996 in respect of a larger extent than they are actually enjoying. Now, based on the said settlement deed, they are claiming the suit property and the defendants are in peaceful possession and enjoyment of the property.

15. Before the trial Court, the plaintiff was examined as P.W.1 and Exs.A-1 to A-8 were marked. On the side of defendants, D.Ws.1 and 2 were examined and Exs.B-1 to B-6 were marked. After careful consideration of the evidence adduced by both sides, the trial Court dismissed the suit by holding that the plaintiff had purchased the property in Cadastre No.442, but the suit property has been marked as Cadastre No.441 and the plaintiff had failed to prove his possession of the property and the plaintiff also admitted the possession of the defendants in the suit property, and therefore, the trial Court

Page No.17/29



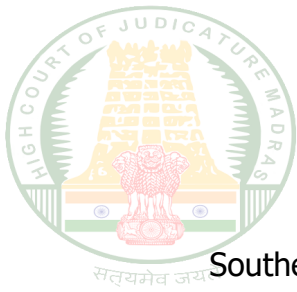
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dismissed the suit. The first appellate Court also in the Appeal Suit, after hearing both sides, held that the trial Court appreciated the evidence of P.W.1 and Ex.A-1 sale deed, dated 23.03.1955. The other documents relate to Cadastre No.442, but the suit property relates to Cadastre No.441/pt. Ex.A-2 settlement deed relates to Cadastre No.442 and the parent document to Ex.A-2 is in Cadastre No.442 and therefore, the plaintiff has failed to prove his case and the plaintiff is not in possession and enjoyment of the property and accordingly, the Appeal Suit was also dismissed.

16. This Court also perused Ex.A-1 relied upon by the plaintiff, wherein, the said Rathinammal purchased the property in Cadastre No.442 and bimash No.161 and 3 kuzhis and 3 sandhiyas. In this case, the Northern side - 3-1/4 kuzhis and half veesams and another property situated on the Northern side to that property in 5-1/4 kuzhis and 3 veesams, and in total, 8 kuzhis and 3-1/2 veesams, was purchased. There is no mention about Cadastre No.441 and the said sale deed refers only Cadastre No.442. According to the plaintiff, the

Page No.18/29



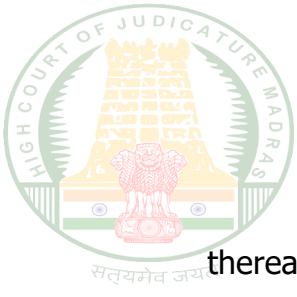
S.A.No.133 of 2015

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Southern side of the property with bimash No.161, is situated in Cadastre No.442 and the property mentioned in the sale deed on the Northern side is situated in Cadastre No.441 part. In order to correlate the said Cadastre number, there are no records produced by the plaintiff.

17. Further, the plaintiff has produced Ex.A-2 settlement deed, dated 26.04.1996. On a perusal of Ex.A-2 executed by the father of the plaintiff in favour of the brother of the plaintiff, i.e. Lakshmanan, the property is mentioned as R.S.No.159/35 and Cadastre No.441. Ex.A-3 settlement deed, dated 29.03.1996 was executed in favour of the plaintiff in R.S.No.159/3 with Cadastre No.442/1. There is no explanation on the side of the plaintiff to show that the property purchased in the deed was Cadastre No.441, when there was no reference of the property of Rathinammal about Cadastre No.441. It is not known as to how in Ex.A-2 settlement deed, the Cadastre No.441 had been incorporated. Further, Ex.A-4 is the rectification deed for the settlement deed of Ex.A-3, where the larger extent of 5 kuzhis 15 veesams, was mentioned and

Page No.19/29



S.A.No.133 of 2015

thereafter, it was rectified as 3 kuzhis 11-3/4 veesams.

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18. Further, it is not the case of the plaintiff that he filed the suit for property settled in his favour through Ex.A-3 settlement deed in Cadastre No.442. He has filed the suit for the property settled in favour of his brother through Ex.A-2 settlement deed for the property in Cadastre No.441. As per Ex.A-5 being the Revenue Record and the settlement register, the property comprised in R.S.No.159/35 in Cadastre No.441 PT, stands in the name of Parthasarathy and Kaliammal. The said Parthasarathy is none other than the father of the plaintiff, and the said Kaliammal is the first defendant in the suit. Therefore, even as per the Revenue Records, the Patta was granted in the joint name of the plaintiff and the first defendant in R.S.No.159/35 with Cadastre No.441/PT. The defendants have also produced Ex.B-1 settlement register dated 05.12.1996 through the said deed in R.S.No.159/35 Cadastre No.441, which was settled in favour of the third defendant, where one of the boundaries was referred as the plaintiff's land, i.e. the property settled in favour of the third

Page No.20/29



S.A.No.133 of 2015

defendant was situated on the Northern side of the plot of Parthasarathy.

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Further, as per Ex.B-2, the said property was settled in favour of the defendants

6 and 7. The defendants have also produced Ex.B-3 Patta and Ex.B-4 Chitta.

These documents show that the property is in the joint name of the plaintiff's

father and the first defendant.

19. Now, both parties are claiming the property through different settlement deeds executed in respect of their respective extents. The Ex.A-3 settlement deed is in favour of the plaintiff in respect of R.S.No.159/3 with Cadastre No.442/1 of an extent of 5 kuzhis and 15 veesams. Similarly, the settlement deed executed in favour of the brother of the plaintiff, i.e. Lakshmanan by his father, dated 26.04.1996 in Ex.A-2, pertains to the property in R.S.No.159/35 with Cadastre No.441/PT with Patta No.354 with 5 kuzhis and 85 veesams or 2 ares and 95 sandhiyas.

20. There is no dispute in respect of the property settled in favour of

Page No.21/29



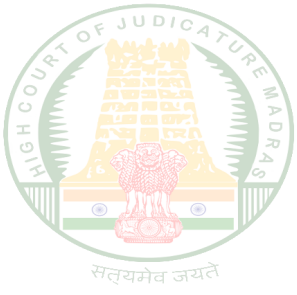
S.A.No.133 of 2015

the plaintiff by his father through settlement deed, dated 29.03.1996 (Ex.A-3).

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According to the plaintiff, the suit property settled in favour of his brother and the said Parthasarathy, was leased out to him. In order to prove the same, they have produced Exs.A-6 and A-7, which are unregistered lease deeds. The said lease deeds refer about R.S.No.159/35 with Cadastre No.441/PT of an extent of 2 ares 95 sandhiyas = 5 kuzhis 8-1/2 veesams. The plaintiff has not filed the suit based on his title, but he filed the suit based on his possession through lease deeds. The plaintiff has not filed the suit based on his title, but he has filed the suit based on his possession through lease deeds. Therefore, now the plaintiff has to prove that the said suit property is in his possession and enjoyment. Except the above said lease deeds, no other documents have been produced to prove that the suit property is in exclusive possession and enjoyment of the plaintiff. Per contra, Ex.A-5 being the settlement extract shows the property in R.S.No.159/35, with Cadastre No,441 PT, which is in joint name of Parthasarathy and Kaliammal to an extent of 3 arres 85 sandhiyas.

Page No.22/29

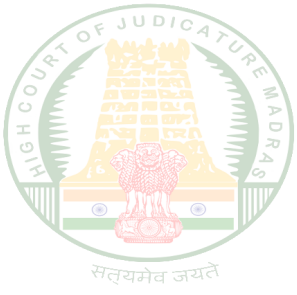


S.A.No.133 of 2015

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21. Therefore, the plaintiff has failed to prove his exclusive possession over the suit property. Moreover, the defendants have claimed the property only of an extent of 1 are 93 sandhiyas = 3 kuzhis 10 veesams = 2084 Sq.Ft. As per Ex.A-2 settlement deed, it was executed in respect of an extent of 3 ares 95 sandhiyas, i.e. 5 kuzhis 8.5 veesams. In the said settlement deed, executed in favour of the said Lakshmanan, it has four boundaries, i.e. on the East of Natesan, West of road, on the North of Balakrishnan and on the South of Lakshmanan, whereas, the four boundaries in Exs.B-1 and B-2 show that the East of the property of Kaliammal and Lakshmi, West of Mambar Street, South of Pandurangan and North of Parthasarathy's land. Therefore, there is a dispute in the identification of the property. The plaintiff who filed the suit, has to prove his exclusive possession by properly identifying the property. The plaintiff is not the owner of the property and he is only enjoying the property based on the lease deed and therefore, without the presence of the original owner, the title of the property cannot be decided.

Page No.23/29

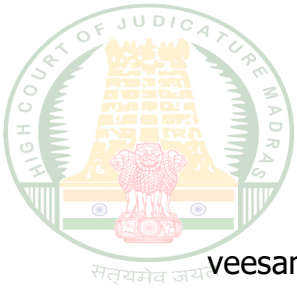


S.A.No.133 of 2015

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22. Therefore, in the suit for permanent injunction, based on the lease, the Court has to see only the possession of the parties. According to the plaintiff, he is in possession of the property, but according to the defendants, they are in possession of the property. There is no doubt that the property mentioned in Exs.A-2 and A-3 settlement deeds, are different and the property mentioned in Ex.A-2 is the suit property where the extent is mentioned as 5 kuzhis and 89 veesams. The defendants' documents show that the extent is 3 kuzhis 10 veesams. Therefore, the defendants are not claiming the entire property and they are only claiming one part of the suit property. Hence, without identification and without the presence of the original owner, the suit cannot be decided effectively. The defendants have also not filed any suit to declare their title over the property and the original owner of the suit property is also not party to the suit. The plaintiff has failed to prove his possession through sufficient documents. Moreover, the plaintiff in his cross-examination, has stated that Ex.A-5 is in the name of the joint Pattadars, which is mentioned as Parthasarathy and Kaliammal and the total extent is shown as 7 kuzhis and 4

Page No.24/29



S.A.No.133 of 2015

WEB COPY

veesams. Further, P.W.1 admitted that Lakshmi had forcefully been enjoying the suit property. It is further admitted by P.W.1 that the sons of Lakshmi Ammal are enjoying the property by planting saplings and coconut plants. Therefore, the plaintiff himself admitted in his evidence about the enjoyment of the defendants on the property in respect of some portion of the property. When the plaintiff has no title in his favour, being the lessee of the property, he has failed to prove his possession, and therefore, the plaintiff has failed to prove his possession in the suit property. It is made clear that the title of the property has not been decided in the suit, as the plaintiff has now filed the suit based on title of the suit is filed only based on his possession as lessee.

23. As far as the substantial question of law that, "whether the Courts below have failed to appreciate the evidence while referring to Ex.A-2 which relates to Cadastre No.441, whereas the Courts below have held that the said document relates to Cadastre No.442", is concerned, the trial Court in the judgment while referring to Ex.A-2, clearly stated that Ex.A-2 is the settlement

Page No.25/29

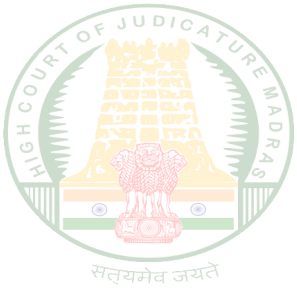


S.A.No.133 of 2015

WEB COPY

deed executed by the father of the plaintiff in favour of one Lakshmanan and the said property is comprised in R.S.No.159/35 with Cadastre No.441. The first appellate Court, in the judgment, while discussing about the property, had clearly mentioned in paragraph 10 that Ex.A-2 settlement deed also relates to Cadastre No.442 and the same is not correct. However, that alone is not sufficient to allow the present Second Appeal, when the trial Court has categorically discussed about Ex.A-2, which relates to Cadastre No.441, and the trial Court has categorically, after elaborate discussion, come to the conclusion that there is no evidence to prove the possession of the plaintiff. The Courts below have discussed about the possession of the plaintiff, and even though the Courts below have discussed about the entitlement of the property and its title, without the presence of the original owner of the property, those findings are not binding upon the original owner. Without his presence, the Courts below cannot decide the title, particularly, when the suit is filed by the plaintiff as a lessee in the suit property.

Page No.26/29



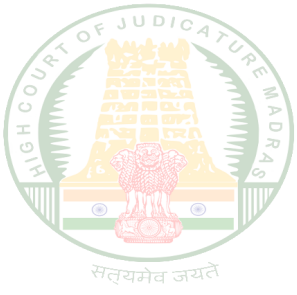
S.A.No.133 of 2015

WEB COPY

24. The Courts below ought to have discussed and decided only about the possession of the plaintiff as a lessee. Without the presence of the original owner, the title of the property cannot be decided even incidentally in a suit for permanent injunction based on possession. If the plaintiff claims the property through title deed, then even in the suit for permanent injunction, the title of the parties can be looked into incidentally, but when the suit is only based on the lease deed, it is the duty of the Courts to ascertain as to whether the plaintiff has been in possession and enjoyment of the property as lessee or not. However, the plaintiff has failed to prove his possession as lessee, and therefore, the plaintiff is not entitled to the relief of permanent injunction. Thus, the substantial question of law is answered against the plaintiff.

25. In the result, this Second Appeal fails and the same deserves to be dismissed. Accordingly, this Second Appeal is dismissed. There shall be no order as to costs. The miscellaneous petition is closed.

Page No.27/29



S.A.No.133 of 2015

25.11.2025

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Index: Yes/no

Speaking Order: Yes/no

Neutral case citation: Yes/no

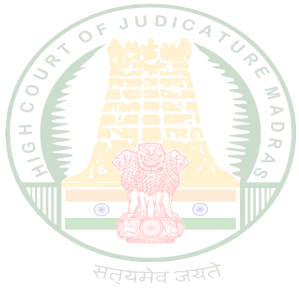
CS

To

1. The Principal Subordinate Judge, Pondicherry.
2. The 1st Additional District Munsif, Pondicherry.
3. The Record Keeper, V.R.Section, High Court, Madras.

P.DHANABAL, J

Page No.28/29



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S.A.No.133 of 2015

CS

Pre-delivery Judgment

in S.A.No.133 of 2015

Judgment delivered on 25.11.2025

Page No.29/29