



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 16-03-2026

CORAM

THE HON'BLE MR.JUSTICE S. SOUNTHAR

SA No. 73 of 2020

Jayabal

..Appellant(s)

Vs

1. Asokan
2. The Special Tahsildar (L And A)
Housing Scheme, Cuddalore TNHB
Kundusalai, Semmandalam, Cuddalore
3. The Executive Engineer And A.D.O.
Vilupuram Housing Unit, TNHB East Pondy
Road, Villupuram Town
4. The District Collector
Villupuram District, Collectorate, Villupuram.

..Respondent(s)

Prayer:- Second Appeal is filed under Section 100 of Civil Procedure Code, 1908, pleased to set aside the Judgment and Decree dated 07.02.2019 made in A.S.No.31 of 2015 on the file of the II Additional Subordinate Judge, Villupuram, confirming the Judgment and Decree dated 31.03.2015 made in O.S No.374 of 2010 on the file of the Principal District Munsif Court, Villupuram.

For Appellant(s):

Mr.C.Munusamy

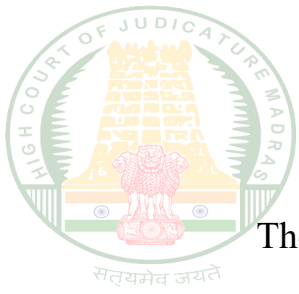
For Respondent(s):

R-1 (Notice served) – No appearance

Mr.B.Tamilnidhi

Additional Government Pleader for R2 & R4

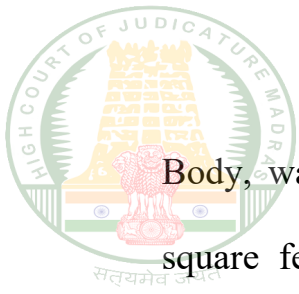
Mr.V.Gunasekar for R3



JUDGMENT

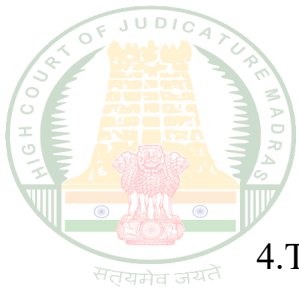
The unsuccessful first defendant in the suit is the appellant. The first respondent herein filed a suit for declaration that he was the sole legal heir of the deceased wife Parameshwari and hence he is entitled to receive the compensation amount towards the acquisition of the suit property. He also sought for permanent injunction restraining the defendants 2 and 4 from disbursing the award amount in respect of the suit property to the appellant / first defendant.

2. According to the first respondent / plaintiff the suit property originally belonged to his father-in-law Ramanuja Gounder and he executed a registered Will dated 31.12.1993, wherein he bequeathed various properties to appellant herein and his daughters. Under the said Will 10 cents of land in the suit survey number was bequeathed in favour of the first respondent's wife Parameshwari. It was further stated that as per the terms of the Will, Parameshwari became absolute owner of the 10 cents in the suit property and she died intestate on 20.10.2005, without any issues and therefore, the first respondent / plaintiff as husband was the only legal heir. It is further stated that the second defendant in the suit acquired the entire extent in the suit Survey No.29/4 of which 10 cents belong to plaintiff's wife Parameshwari. The award amount fixed by the learned the Land Acquisition Officer, was enhanced on reference by the Civil Court to Rs.25 per square feet. Later the appeal filed by the Housing Board, Requisition



Body, was allowed and the compensation amount was reduced to Rs.17 per square feet from Rs.25 per square feet. The appellant herein attempted to receive the compensation amount from the other respondents. Hence, the plaintiff / first respondent was constrained to file a suit for above said relief.

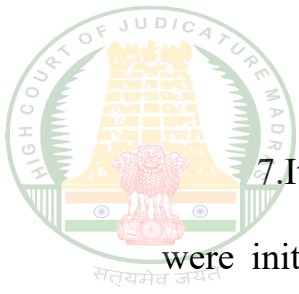
3.The appellant / first defendant filed a written statement and resisted the suit on the ground that Parameshwari never had taken possession of the property bequeathed to her and enjoyed the property. However, he admitted property originally belonged to Ramanuja Gounder and he executed a registered Will on 31.12.1993 in favour of the first defendant and other daughters and 10 cents of land in the suit Survey No.29/4 was bequeathed in the name of Parameshwari. He also admitted that plaintiff is the husband of said Parameshwari. It was the specific case of the first defendant that after acquisition proceedings, plaintiff received a sum of Rs.5,00,000/- on 10.07.1995 from the first defendant for the above mentioned property and subsequently he received Rs.50,000/- through his brother on 02.09.1997. It is also stated that plaintiff's wife Parameshwari issued a receipt in favour of first defendant for the amount received by her personally for 10 cents acquired by second defendant and allowed first defendant to receive the award amount. It is the case of the first defendant that plaintiff received Rs.5,50,000/- from the first defendant for the purpose of allowing him to receive compensation amount from the authorities. On these pleadings he sought for dismissal of the suit.



4.The plaintiff was examined as P.W.1 and fifteen documents were marked on his side as Ex.P1 to Ex.P15. The first defendant was examined as D.W.1 and one Tamil Selvan was examined as D.W.2. On behalf of defendants 6 documents were marked as Ex.B1 to Ex.B6.

5.The trial Court on appreciation of oral and documentary evidence on record, came to the conclusion that plaintiff was entitled to .receive the compensation amount and decreed the suit. Aggrieved by the same, the first defendant filed first appeal in A.S.No.31 of 2015 on the file of the II Additional Sub Court, Villupuram. The First Appellate Court confirmed the findings of the trial Court and dismissed the appeal. Aggrieved by the concurrent findings, the first defendant has come before this Court.

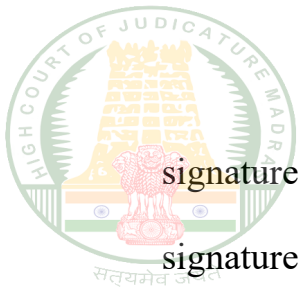
6.The learned counsel appearing for the appellant would vehemently contend that 4 (1) notification was issued on 06.11.1991 and the instant suit have been filed in the year 2010. Therefore, the suit is barred by limitation. The learned counsel further submitted that the husband of his sister Parameshwari received a sum of Rs.5,50,000/- in lieu of compensation amount for the acquired land and therefore he is not entitled to receive compensation amount.



7. It is seen from the typed set of papers though an acquisition proceedings were initiated in the year 1990 itself, the award was passed on 04.01.1995.

Subsequently, a reference was made to the Civil Court and ultimately the appeal filed by the Housing Board was allowed on 05.01.2010. Therefore, the dispute with regard to the fixation of compensation culminated only on 05.01.2010, after disposal of the first appeal filed by the Housing Board. The present suit has been filed on 15.09.2010, well within a period of three years from the date of disposal of the appeal by the Housing Board. In such circumstances, both the Courts below came to the conclusion that suit prayer was well within limitation. I do not find any error in the said finding arrived by the Courts below.

8. The suit was mainly resisted by the first defendant on the ground that plaintiff obtained a sum of Rs.5,50,000/- in lieu of the compensation amount and allowed the first defendant to receive compensation from the authority. He had not substantiated the same. The first defendant marked Ex.B1 to Ex.B3 receipts issued by plaintiff in favour of first defendant. The said receipts Ex.B1 to Ex.B3 were marked through D.W.1 when he was examined. However, those receipts were not shown to P.W.1, when P.W.1 was examined as witness. A suggestion was put to him regarding amount paid by first defendant to the plaintiff and the said suggestions were denied by him. When the receipt of the said amount was seriously disputed by the plaintiff, the first defendant should have taken steps to compare his signature found in Ex.B3 with admitted



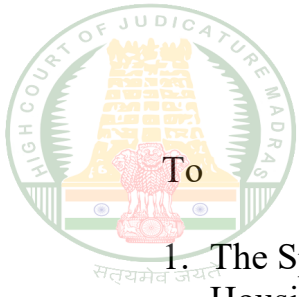
signature. The first defendant has not taken any such steps to compare the signature. A perusal of Ex.B3 would indicate the plaintiff received Rs.5,50,000/- from the first defendant. However, regarding the compensation amount payable to the acquired land nothing is mentioned in the receipt. Hence, Ex.B3 is not useful to support the case of 1st defendant that he paid Rs.5,50,000/- to plaintiff in lieu of compensation amount for acquired land. The first appellate Court rightly observed when plaintiff disputed the receipt of amount from the first defendant, it is for the first defendant to prove the said document by comparing the same with the admitted signature. In the case on hand, the first defendant has not taken any steps to compare the alleged signature of plaintiff found in the Ex.B3 with his admitted signature.

9.In such circumstances, I do not find any perversity in the final conclusion arrived by the Courts below. The first defendant failed to establish that he paid Rs.5,50,000/- to plaintiff in lieu of compensation amount. Finding no substantial question of law arising for consideration, the Second Appeal stands dismissed. No costs.

16-03-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

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To

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SA No. 73 of 2



S.SOUNTHAR, J.

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