



S.A.No.1923 of 2002

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON: 03.02.2023

PRONOUNCED ON: 28.04.2023

CORAM

THE HONOURABLE Ms. JUSTICE P.T. ASHA

S.A.No.1923 of 2002

Ramakrishna Mission
Rep. by its duly Authorised Power Agent
Swami Amirthananda

...Appellant

-Vs-

1. V.Parvathy
2. Sayammal
3. M.Subbulakshmi
4. Bangaramma
5. Balan
6. V.M.Uma Makheswari
- 7.R.Jayalakshmi Dhevi

...Respondents



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[Respondents 6 and 7 party respondent impleaded vide order of Court dated 04.01.2019 made in C.M.P.No.17238/2016 in S.A.No.1923 of 2002]

Prayer: Second Appeal is filed under Section 100 of C.P.C against the judgement and decree of the IV Additional Judge, City Civil Court, Madras dated 27.02.2002 and made in A.S.No.689/85 (on remand by orders of the High Court in S.A.No.883/88) confirming the decree and judgement of the IX Assistant Judge, City Civil Court at Chennai dated 27.01.1984 and made in O.S.No.932/80.

For Appellants : Mr.Mr.R.Yashod Vardhan,
Senior Counsel for Mr.P.Venugopal

For Respondents : Mr.A.K.Sriram, Senior Counsel, for
Mr.P.Raja for
Mr.S.Shriram Naryananan [R.1 to R.3]

: Given up [R.4 & R.5]

: No appearance, [name printed vide
order dated [R.6 & R.7]



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JUDGEMENT

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This Second Appeal arises from out of the concurrent judgment passed by the learned IV Additional Judge, City Civil Court, Madras, in A.S.No.689 of 1995 confirming the judgment and decree passed by the learned IX Assistant Judge, City Civil Court, Chennai in O.S.No.932 of 1980. The plaintiff is the appellant herein. For ease of understanding the parties are referred to in the same array as before the Trial Court (IX, Assistant City Civil Court, Chennai)

2. The Second Appeal has been admitted on the following substantial questions of law:-

a) When the relationship of the landlord and tenant between the plaintiff and Sayammal is admitted in the proceedings before the Small Causes Court, namely Ex.P4 and Ex.P5 with reference to RS.No.1605/4 and when there is no plea or evidence



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that Sayammal has taken on lease any other property from the plaintiff is not the defendant estopped from disputing the relationship?

b) Having regard to the admitted case of tenancy between the plaintiff and Sayammal is not the defendants estopped from disputing the title of the plaintiff by reason of S.Nos.115, 116 of Evidence Act? and

c) When the original books of account had been marked as Ex.P21 to P29 has the Courts below erred in rejecting these documents on the ground that originals were not produced?

3. In order to appreciate the appeal now under consideration, it is necessary to set out the case as per the pleadings of both the parties.



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PLAINTIFF'S CASE:-

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4. The plaintiff has filed a suit seeking a declaration of their title to the suit schedule property and directing the defendants 1 to 3 to vacate and deliver vacant possession of the schedule property after removing the superstructure thereon and to pay future profits at the rate of Rs.100/- per month. The suit schedule property as described in the schedule to the plaint is a house site, measuring 1938 sq.ft., i.e; 28 ft., 6 inches north-south on both sides and 68 ft east-west on both sides comprised in R.S.No.1605/4, Block No.33, at Mylapore within the following boundaries:-

“On the north by : Property of the plaintiff;

On the east by : Property of the plaintiff;

On the west by : Property of the plaintiff; and

On the south by : Oliver Road;”



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5. It is the case of the plaintiff that they are a society registered under the Societies Act on 14.05.1909. The plaintiff society owns property in various parts of the countries, where these properties are managed and administered by the duly appointed representatives of the plaintiff society. The larger extent consisting of the suit property is one such property. It is the case of the plaintiff that this larger extent of the land measuring 111 grounds and 168 sq.ft., was purchased by the plaintiff society from one Selva Rajeswariammal, W/o.late.Kuppuswamy Mudaliar under two sale deeds dated 21.02.1940 (Ex.A1 and Ex.A2). Under the sale deed, Ex.A1, an extent of 92 grounds 1768 sq.ft., was purchased and under the sale deed, Ex.A2, 18 grounds and 792 sq.ft., was purchased by the plaintiff society.



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6. It is their case that at the time of their purchase one Sayammal was in possession of the suit schedule property as the lessee of the plaintiff's predecessor in title. The lease was with reference to the vacant land and the ground rent was a sum of 10 annas per month giving the lessee a right to put up a superstructure. The plaintiff would submit that Sayammal continued to pay the rents to the plaintiff after their purchase and in fact when she had defaulted, the plaintiff had filed S.C.No.5678 of 1948 on the file of the Small Causes Court, Madras and the suit was decreed in favour of the plaintiff.

7. The plaintiffs would submit that the said Sayammal was working as a sanitary worker with the plaintiff's predecessor in title and thereafter for the plaintiff. After the decree on 04.09.1941, Sayammal died in the year 1949. Thereafter, her brother, Mandha Ramiah continued to be in possession of the property and was paying the rent



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of Rs.2/- per month to the plaintiff. Till June, 1969, he had paid the rents. Thereafter, there was a default. On the death of Mandha Ramiah, the defendants 1 to 4 were in possession of the property and they refused to pay the rents to the plaintiff.

8. On 31.03.1977, the plaintiff had issued a legal notice to the fourth defendant, who is the wife of Mandha Ramiah's predeceased son. She had refused to receive the said notice. On 27.09.1977, yet another notice was issued by the plaintiff to the defendants 1 to 4. It was received by the fourth defendant but not served on the others. This was followed by yet another notice on 18.11.1977, which was once again received only by the fourth defendant and not the others.

9. A reply was sent by the fourth defendant, wherein she had contended that she has no interest in the property, since her father-in-law had settled the same on her children, who are arrayed as defendants



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2 to 4. This was followed by a notice dated 01.03.1978 issued by the plaintiff to the defendants 1 to 4 in and by which the plaintiff had terminated the tenancy in favour of the defendants and a sum of Rs.9,000/- was offered as compensation for the superstructure. A copy of the notice was also despatched to the Commissioner, Corporation of Madras in keeping with the provisions of Section 11 of the City Tenants Protection Act.

10. The defendants sent a reply dated 10.09.1978 denying the tenancy and contending that they had an exclusive right, title and interest to the property. Therefore, it is the case of the plaintiff that since the defendants had denied the title, they were not entitled to the claim ownership of the building and therefore, the plaintiff has come forward with the suit in question for the relief set out supra.



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WRITTEN STATEMENT FILED BY THE DEFENDANTS 2
AND 3:-

11. It is the case of the defendants 2 and 3 that the defendants 4 and 5 are unnecessary parties to the suit, since they have no right, title or interest to the property. They submitted that the claim of the suit is barred by limitation. Further, the defendants having been in open continuous and hostile possession of the suit property much beyond the statutory period and therefore the defendants had claimed title by adverse possession to the property. It was also their case that under the sale deeds, Ex.A1 and Ex.A2, the suit property has not been conveyed to the plaintiff. Further, the rental agreement between the Thiruvengada Mudaliar and Sayammal marked as Ex.A3 does not relate to the suit schedule property.

12. It is the case of the defendants that the plaintiff had taken advantage of the illiteracy of Sayammal. They would submit that both



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Sayammal and Mandha Ramiah were engaged as sanitary workers with the plaintiff. After the death of Sayammal and Mandha Ramiah, the defendants have been in exclusive possession and enjoyment of the suit schedule property as its true owner. The fourth defendant has not received any notice from the defendants and further the fourth defendant has no interest in the suit property. The defendants have primarily raised the following defenses:-

- a) the suit property was not sold to the plaintiff;
- b) the property, which is the subject matter of the sale in favour of the plaintiff and the lease in favour of the defendants' predecessor in title, is not the suit property;
- c) the suit is barred by limitation;
- d) the defendants are the owners of the suit property;
- e) by their continuous, uninterrupted and open possession of the suit schedule property, the plaintiff has perfected title to the same.



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TRIAL COURT:-

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13. The learned IX Assistant Judge, City Civil Court, Chennai has framed the following substantial questions of law:-

“1. அசல் வழக்கில் 4 மற்றும் 5 எதிர்வாதிகள் அவசியமான தரப்பினர்களா?

2. 21.02.1940ம் தேதியிட்ட 2 கிரய பத்திரங்களின் மூலம் தாவா சொத்தை வாதிக்கு கொடுக்கப்பட்டதா?

3. தாவா சொத்தைப் பொறுத்து வாதிக்கு title உள்ளதா?

4. 1 முதல் 3 எதிர்வாதிகளின் முதாதையர்கள் வாதிக்கு வாடகை கொடுக்கவில்லையா?

5. என்னென்ன பரிகாரங்கள் தரப்பினர்களுக்குக் கிடைக்கத்தக்கது?”

14. On the side of the plaintiff, the plaintiff had examined himself as P.W1 and one Chandrasekar was examined as P.W2 and marked documents as Ex.A1 to A35. On the side of the defendants, one Krishnamoorthy was examined as D.W1 and the documents were



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marked as Ex.D1 to Ex.D8. The learned IX Assistant Judge, City Civil Court, Chennai on going through the evidence on record, perusing the pleadings and hearing the arguments had proceeded to dismiss the suit.

APPELLATE COURT:-

15. Aggrieved by the same the plaintiff had filed A.S.No.689 of 1985 on the file of the IV Additional City Civil Court, Chennai. The learned Additional City Civil Judge dismissed the appeal and confirmed the judgement and decree of the Trial Court as against which this Second Appeal has been preferred. The same has been admitted on the substantial questions of law set out supra in paragraph 2.

SUBMISSIONS:-

16. Mr. R.Yashod Vardhan, learned Senior counsel appearing on behalf of the counsel for the respondent would submit that the plaintiff



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had purchased the larger extent of land under Ex.A.1 and A.2 and the suit properties form part of the said property. He would submit that the factum of the tenancy was admitted by the defendants in Paragraph No.10 of their written statement, wherein the defendants have submitted as follows:-

" The plaintiffs are not the successors-in-interest of the lessor of Sayammal in respect of the suit property."

17. By placing reliance on the following sentence, he would further submit that the fact that the defendant's predecessor in title were lessees under the plaintiff is evident from a perusal of reply issued by Sayammal (Ex.A.35) which is in response to the legal notice issued by the plaintiff under Ex.A.31, wherein they had demanded the said Sayammal to attorn tenancy in favour of the plaintiff and to have a fresh lease deed executed.



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18. The learned Senior Counsel would submit that even in the said reply, the said Sayammal has stated that she and her ancestors have been tenants of the said land for over 75 and even 100 years and all along the superstructure thereon has been their residence which he would submit is a clear admission of the fact that the said Sayammal was in occupation of the property only as a tenant. The learned Senior Counsel would further contend that a perusal of Ex.A.34 dated 22.11.1940 which is in response to the reply notice of Sayammal dated 05.08.1940 would once again emphatically prove the case that the plaintiff's predecessors in title were only tenants in respect of the said property.

19. The learned Senior counsel would further place reliance on Ex.A.5, which is the order from the Small Causes Court where Sayammal is stated to be in arrears of rents for the period 01.03.1940



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till the end of June 1941. He would also rely on Ex.A.30, which is the response of Sayammal in the Suit No.5678 of 1941, where she admits not only the arrears of rent but also the fact that she has been a tenant under Tiruvengada Mudaliar, the original owner. This according to him also goes to prove the contention of the plaintiff that the predecessors in title of the defendants were lessees under the predecessors in title of the plaintiff and thereafter under the plaintiff. He would also rely upon Ex.A.21 to Ex.A.29, which are ledger entries where the name of Saya/Sayammal is seen and in one of them the name of Mandha Ramiah is also indicated.

20. The learned Senior counsel would submit that the Trial Court has proceeded to dismiss the suit on the following grounds:-

- i) that from the perusal of Ex.A.1 and A.2, it cannot be stated that the suit property has been purchased by the plaintiff society.
- ii) the description of the property has not been given in the



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earlier Small Causes suits filed by the predecessors in title of the plaintiff as well as the plaintiff in Ex.A.4 and Ex.A.5 and likewise in Ex.A.21 to Ex.A.29.

iii) neither Sayammal nor Mandha Ramiah have acknowledged the plaintiff as their landlord and there has been no atornment of tenancy in favour of the plaintiff even according to the plaintiff themselves.

21. The learned Senior counsel would submit that these finding of the Trial Court is *per se* erroneous on the face of the very documents itself and in the light of the by Sayammal own admission in her reply notices. The learned Senior counsel would submit that prior to the remand, the Appellate Court had allowed the appeal and decreed the suit by placing reliance on Ex.A.4, A.5 and Ex.A.21 to A.29 and the exchange of notices which would clearly show that there is a landlord tenant relationship between the plaintiff society and the defendants.



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However, he would submit that after the remand, the Appellate Court has simply followed the findings of the Trial Court. It is the contention of the learned Senior Counsel that once Sayammal who admittedly was the original lessee has admitted her tenancy under the plaintiffs, the parties claiming right under the said Sayammal is bound by the admission of Sayammal. Therefore, it is his contention that the defendants are estopped from contending otherwise and this fact has been overlooked by the Courts below and therefore, the concurrent judgement and decree has been passed against the plaintiff which has to be set aside.

22. Mr.A.K.Sriram, learned Senior counsel appearing on behalf of the respondents 6 and 7 who are the subsequent purchasers and who have been brought on record in the Second Appeal would submit that under Ex.A.3 dated 21.12.1908, Tiruvengada Mudaliar had leased out an extent of 1700 to 1800 sq.ft. to Sayammal. The said Tiruvengada



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Mudaliar died in the year 1928, thereafter his son Kuppuswamy Mudaliar became entitled to the property. Under Ex.A.4 dated 21.03.1935, the said Kuppuswami Mudaliar had filed a Small Causes Suit claiming arrears of rent from Sayammal. This suit was decreed. Thereafter, an agreement was entered into between the said Kuppuswami Mudaliar and the plaintiff society to purchase 128 grounds and odd. On 28.04.1939, before executing the sale deed in favour of the society, Kuppuswami Mudaliar had died leaving behind surviving his wife Selva Rajeswari. Under Ex.A.1 and A.2 dated 21.02.1940, Selva Rajeswari had sold an extent of 111 grounds and 168 sq.ft. as against the extent of 128 grounds and odd originally agreed to be sold between the Kuppuswami Mudaliar and the plaintiff society.

23. He would thereafter submit that in the year 1941, after their purchase, the plaintiff appears to have filed a civil suit under Ex.A.5



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claiming arrears of rent against Sayammal which was also decreed. The plaintiff had also issued legal notices to which the reply was that the superstructure belonged to Sayammal and that the same should be sold to her. He would submit that after the Small Causes Suit claiming arrears of rent had been decreed, the plaintiff has initiated steps only in the year 1977. The learned Senior counsel would further submit that the defendants had denied that they were tenants under the plaintiff society and the plaintiff has not prove the same. He would draw the attention of the Court to the description of the property in Ex.A.1 and Ex.A.2 and in Ex.A.3, which is the lease deed which has been entered into between Sayammal and Tiruvengada Mudaliar and the learned counsel would submit that the description of properties are totally different. Therefore, he would contend that the property which is covered under Ex.A.3, lease deed is not the property which has been purchased by the plaintiff from Selva Rajeswari. The learned Senior counsel would further submit that the survey numbers and the



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boundaries are totally different.

24. He would further submit that Ex.A.5 on which the plaintiff society relies upon to state that the suit they had initiated claiming arrears of rent does not contain the description of the property and Ex.A.5 does not prove the case of the plaintiff that the suit property belongs to them. He would draw the attention of the Court to Section 19 (g) and (h) of The Presidency Small Cause Courts Act, 1882 which read as follows:-

“19. Suits in which Court has no jurisdiction.—The Small Cause Court shall have no jurisdiction in —

(g) suits for the determination of any other right to or interest in immovable property;

(h) suits for the specific performance or rescission of contracts.”



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He would rely upon the above provisions to substantiate his case that the Small Causes Court cannot determine title to the property and therefore the decree in the suit before the Small Causes Court will not act as an estoppel or res judicata against the defendants.

25. He would also place reliance upon the judgement reported in ***(1993) 1 SCC 531 - Rameshwar Dayal Vs. Banda (dead) Through his LRs and Another*** in support of his argument that the question of title determined in a case before the Small Causes Court will not apply as a res judicata and he would place reliance upon Para.Nos.14 and 15 thereon. He would also rely upon the judgement reported in ***(1990) 1 SCC 252 - Subhash Chandra Vs. Mohammad Sharif and Others*** in support of his argument that the doctrine of estoppel would apply where the tenant has been let into possession by the plaintiff himself. If, however, the plaintiff is a subsequent purchaser, the position becomes a little different as the tenant can question the derivative title



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of the plaintiff and can question the transfer from the original landlord to the subsequent purchaser. He would submit that the defendants have in their written statement clearly and categorically denied the title of the plaintiff to the suit schedule property, despite which the same has not been proved by the plaintiff. Therefore, he would submit that the judgement and decree of the Courts below requires no re-consideration and has to be confirmed.

26. By way of a rejoinder to the reply arguments, the learned Senior Counsel appearing for the appellant would submit that Sayammal in her written plea which has been marked as Ex.A.13 in the suit before the Small Causes Court has admitted that she is a tenant and called upon the plaintiff to sell the superstructure to her. Thereafter, in response to the legal notice under Ex.A.31, Sayammal has sent a reply under Ex.35, reiterating the same. He would rely upon the judgement of the Hon'ble Supreme Court reported in **(2011) 15 SCC 765 -**



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V.M.Salim Vs. Fathima Muhammed and Others in support of his contention that once the tenant accepts the subsequent title holder as his landlord, he cannot thereafter plead that the sale in favour of the purchaser is sham. The only exception to this rule is where the derivative title of the purchaser landlord is challenged on the ground that when the tenant had attorned tenancy, he was labouring under the ignorance/mistake of material facts which he would submit in the instant case is not available to the defendants. He would therefore once again seeks to have the judgement and decree of the Courts below set aside.

27. Heard the learned counsels on either side.

28. The entire case of the plaintiff rests on the fact that the suit property forms part of the property purchased by the plaintiff from one Selva Rajeswari under Ex.A.1 and Ex.A.2. They would contend that



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the predecessor in title of the defendants, one Sayammal had been inducted into the tenancy of the vacant land as early as in the year 1908 by one Tiruvengada Mudaliar which is evidenced by Ex.A.3. Therefore, it becomes necessary for this Court to first consider the properties that have been sold under these documents.

29. Under Ex.A.1, dated 22.02.1940, Selva Rajeswari the widow of Kuppuswami Mudaliar had sold to the plaintiff mission an extent of land measuring 92 grounds and 1768 sq.ft. This property is comprised in OS.Nos.2772 & 2773 and RS.No.1605/4 bearing Municipal Door No.32, Oliver Road, Mylapore. The four boundaries within which this property is situate is described herein below;

"South by Oliver Road, the land belonging to Annamalai Mudaliar, a narrow passage and land retained by the vendor and the land sold by the vendor's husband to the members of the Adi Dravida



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Community, on the north by land belonging to the vendor (Selva Rajeswari) now sold to the purchaser (plaintiff), on the west by land belonging to Anna Malai and on the east by land belonging to plaintiff Ram Krishna Mission Student's Home and which forms part of a garden known as Arippan Pattarai."

30. The property that has been sold under Ex.A.2 is an extent of 18 grounds and 792 sq.ft. in OS.Nos.2772 & 2773, RS.No.1605/4 bearing Municipal Door No.32, Oliver Road forming part of the garden known as Arippan Pattarai and situate within the following boundaries;

"North by land belonging to Ramakrishna Mission Student's Home and land belonging to Annamalai Mudaliar, on the south and west by garden originally belonging to vendor now sold by a separate sale deed to the purchaser, namely, the plaintiff and on the east by land belonging to the purchaser."



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31. A further reading of Ex.A.1 and A.2 would indicate that Kuppuswamy Mudaliar, the husband of the vendor had agreed to sell the property to the purchaser under an agreement dated 06.11.1938 for a total sale consideration of Rs.65,000/-. The property that was originally agreed to be sold was an extent of 128 grounds for which an advance of Rs.5,000/- had been paid on the said date. The recitals would further state that after actual measurement and after setting apart the portion already conveyed by the vendor's husband, Kuppuswami Mudaliar during his life time to the members of the Adi Dravidar Community and the portions adjacent thereto which have been retained by the vendor, the area available for sale was only with reference to 111 grounds and 180 sq.ft. which was to be conveyed under two documents namely; i) for 18 grounds and 792 sq.ft. and ii) for 92 grounds and 1768 sq.ft. It is for this reason that in the southern boundary of Ex.A.1, there is a reference not only to Oliver Road but also to the lane and land retained by the vendor as also the lands



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conveyed to the members of the Adi Dravidar Community.

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32. When the description of the property covered under Ex.A.3 is taken into account which is the lease deed between Tiruvengada Mudaliar and Sayammal, it is clear that the property leased out does not form part of the land sold under Ex.A.1 and Ex.A.2. The description of the property under Ex.A.3 would read that a vacant land measuring an extent 24 feet north-south and 69 feet east-west, bearing Door No.2/25, Collector Certificate No.6263, OS.No.2774 and RS.No.1605, within the following boundaries, namely, bounded on the east, west and north by the lessor's land and south by Oliver Road is the subject matter of the lease. A mere perusal of the description of the property in lease document would clearly show that the subject matter of Ex.A.3 is not the subject matter of Ex.A.1 and Ex.A.2. Therefore, the preliminary claim of ownership on the basis of Ex.A1 and A2 is itself not proved by the plaintiff. The next argument which has been



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advanced is that there has been an attornment of tenancy and an admission of the tenancy by the predecessor in title of the defendants and which is evident from Ex.A.4 and A.5 and from Ex.A.21 to A.29 and the written plea in Ex.A.30.

33. At first blush, the argument appears to be very attractive, however, on a perusal of Ex.A.4 which is a decree in the suit O.S.No.2438 of 1935 filed by Kuppuswami Mudaliar against Sayammal, the description of the property is a portion of RS.No.1605 in Oliver Road. In Ex.A.5, which is a decree in the suit OS.No.5678 of 1941 filed by the plaintiff against the said Sayammal, there is no description of property. The plaintiff has not been able to establish as to whether the arrears of rent has been paid thereafter. Reliance is also placed on Ex.A.30, which is purported to be a written plea stated to have been given by Sayammal in the Small Causes Suit No.5678 of 1941, which is the suit filed by the plaintiff against Sayammal and



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decreed under Ex.A.5. A perusal of this written plea would clearly indicate that Sayammal had not attorned tenancy in favour of the plaintiff and on the contrary had set up a case that there was an agreement of sale between herself and the original owner, Tiruvengada Mudaliar and that she holds a right to compel the landlord to sell the property to her.

34. The defendants in their written statement have emphatically denied the plea of tenancy and have clearly and categorically rejected the claim of the plaintiff. Therefore the onus is entirely upon the plaintiff to prove that there is a valid tenancy between the plaintiff and the defendants. This onus has not been discharged by the plaintiff and the documents filed on their side does not support their contention. The documents Ex.A.21 to Ex.A.29 which are ledger entries also does not come to the aid of the plaintiff. A mere reading of these documents would clearly indicate that there appears to be no fixed rental due as



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each entry shows a different amount. Therefore, in the absence of the primary proof of ownership over the suit schedule property and the proof of there being a landlord tenant relationship between the plaintiff and the defendants, the plaintiff is clearly estopped from contending otherwise. The plaintiff has failed to appreciate that it is for them to proof their case and not to rely upon the stray admissions let in by the defendants to seek for a decree.

35. The Substantial Question of Law No.(a) has to be answered against the plaintiff in as much as there is no admission of a landlord tenant relationship even by Sayammal. The said Sayammal has not attorned tenancy in favour of the plaintiff. Ex.A.5 does not contain the description of property and even Ex.A.4 is not with reference to RS.No.1605/2004. Therefore, the Substantial Question of Law No.(a). is answered against the plaintiff and consequently the Substantial Question of Law No.(b) is also answered against the plaintiff. As



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regards the Substantial Question of Law No.(c), it is admitted that during the marking of Ex.A.21 to Ex.A.29, the originals had been produced and thereafter they have been marked. Therefore, the Substantial Question of Law No.(c) is answered in favour of plaintiff. However, as discussed in the forgoing paragraphs the said documents also does not prove the case of the plaintiff.

36. In fine, the Second Appeal is dismissed and the judgement and decree of the Courts below stands confirmed. No costs.

28.04.2023

Index : Yes / No
speaking Order : Yes / No
Neutral Citation : Yes/No
shr

To,

- 1.The IV Additional Judge, City Civil Court, Madras.
2. The IX Assistant Judge, City Civil Court at Chennai
- 3.The Section Officer,

32/34



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V.R.Section,
High Court, Madras -104.

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P.T.ASHA, J.,

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Pre-delivery Judgment in
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