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C.S.No.412 of 2015

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on: 29.07.2024

Delivered on: 16.08.2024

CORAM:

THE HON'BLE MR. JUSTICE P.B. BALAJI

C.S.No.412 of 2015

- 1.R.Subramanian (deceased)
 - 2.Kalavathy Subramanian
 - 3.Vindhya Subramanian
- (The 2nd and 3rd plaintiffs are impleaded as
per Order dated 20.07.2020 made in A.No.
1495 of 2020)

.... Plaintiffs

VS

1. R.Anandhi
2. M.K.Raja
3. S.Senthil
4. S.Shanmugam
5. P.Varalakshmi
6. S.Raviendran
7. C.Chinnazhaku
8. Uthamaprabhu
9. Mrs.Mayuri
- 10.S.Bharathiraja

- 11.L.I.C.Housing Finance limited,
No.30/1A, Abdul Razack, 1st Street,
Saidapet, Chennai-600 015.

12. Easyaccess Financial Services Limited,
“ACCESS HOUSE”,
24 Judge Jambulingam Road, Mylapore,



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Chennai-600 004.

(Defendants 7 to 12 are impleaded as per
Order dated 21.12.2021 made in A.No.
3718 of 2021 and time extended as per
Order dated 21.01.2022)
(12th defendant discharged as per Order
in A.No.2308 of 2024 dated 20.04.2024)

.... Defendants

Plaint filed under Order IV of O.S. Rules and Section 6 of Specific Relief Act, 1963 read with Order VII Rule 1 of Civil Procedure Code praying to

(a) Declare that the plaintiff is the absolute owner of the property, namely vacant land in Plot No.A-89, 12th Avenue, Ashok Nagar, Madras – 600 083 comprised in S.Nos.278 and 221(part), T.S.No.21, Block No.71, Kodambakkam Village, within the Registration District of Madras (South) and Sub-Registration District of Kodambakkam, measuring an extent of 3 grounds 2181 sq.ft., morefully described in the Plaint Schedule and direct the defendants to deliver vacant possession of the Suit Schedule Property to the plaintiffs; (aa) Declare that Sale Deed dated 05.05.2017 registered as Document No1457 of 2017 executed by first defendant through her Power Agent in favour of 8th defendant, SRO, Ashok Nagar, is invalid, illegal and non-est in the eyes of law and same does not bind on the Plaintiffs in relation to the suit Schedule Property; (aaa) Declare that Sale Deed dated 16.10.2018 registered as Document No.2639 of 2018, SRO, Ashok Nagar, executed by First Defendant through her Power Agent in favour of the 10th defendant is invalid, illegal and non-est in the eyes of



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law and same does not bind on the Plaintiffs in relation to the suit Schedule

Property; (b) Grant a permanent injunction, restraining the Defendants, their men, agents, representatives or any person acting under them or claiming through them, from in any manner alienating or encumbering the Suit Property; (bb) To grant permanent injunction restraining the defendants 7 to 12, their men, agents, representatives or any other person acting under them or claiming through them from in any manner alienating or encumbering the suit Schedule Property.

(Prayers (aa), (aaa) and (bb) are amended as per order dated 21.12.2021 made in A.No.3717 of 2021 and time extended as per order dated 21.01.2022).

For Plaintiffs : Mr.K.Hari Shankar

For Defendants : Mr.R.Imayavaramban
For M/s Ramalingam & Associates
For D.11

Mr.D.Mukundan
For D.12
D.1 to D.6 – set exparte
D.10 – Served
D.7 to D.9 – Not ready in notice

JUDGMENT



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The suit has been filed for declaration of title; declare the Sale Deed dated 05.07.2017 as invalid, illegal and non-est in the eyes of law and not binding on the Plaintiffs; declare the Sale Deed dated 16.08.2018 in favour of the 10th defendant as invalid, illegal and non-est in the eyes of law and same would not bind on the Plaintiffs; to grant a permanent injunction, restraining the Defendants, their men, agents, representatives or any person acting under them or claiming through them from in any manner alienating or encumbering the Suit Property; To grant permanent injunction restraining the defendants 7 to 12, their men, agents, representatives or any other person acting under them or claiming through them from in any manner alienating or encumbering the suit Schedule Property and for costs.

2. The case of the plaintiffs in brief is as follows:

The plaintiff R.Subramanian was the absolute owner of the vacant land and was in possession of the suit property, bearing Plot No.A-89, 12th Avenue, Ashok Nagar, Madras-600 083, comprised in S.Nos.278 and 221 (part), T.S.No.21, Block No.71, Kodambakkam Village, measuring an extent of 3 grounds 2181 sq.ft.(9,381 sq.ft). According to the plaintiff, the said property was purchased from one S.Gopalakrishnan, Son of R.Srinivasa Iyer in and by



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Sale Deed dated 10.12.1981, registered as Document No.6461 of 1981 on the file of S.R.O., Kodambakam. The vendor of the plaintiff viz., S.Goopalakrishnan was allotted the suit property by way of public auction conducted by the Madras State Housing Board in furtherance of which a sale deed dated 06.10.1969, registered as Document No.3181 of 1969, came to be executed and registered. The plaintiff had obtained patta on 22.12.1986 and was in absolute possession and enjoyment of the property by appointing a local caretaker and the suit property was retained as vacant land.

3. In November 2014, the plaintiff was informed by the neighbouring owners that some strangers have entered into the vacant property and also removed the Board put up by the plaintiff. The plaintiff rushed to the spot to find that the gate and the warning sign board have been removed. As the identity of the trespassers were not known to the plaintiff, no action could be taken. On 18.11.2024, when the plaintiff with his employees were cleaning the property, when Police Patrol arrived and stated that they had received an anonymous call and required the plaintiff to come to the police station. The plaintiff produced all the relevant documents and demonstrated his title to the property and also informed the police about the incident that occurred on 15.11.2024 where unidentified persons had removed the gate and warning board



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put up by the plaintiff.

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4. The very next date i.e., 19.11.2014, about 40 people trespassed into the property and threatened the caretaker, stating that the property belonged to one Anandhi. The plaintiff immediately contacted the police who called upon both the parties to prove their title to the property. On 20.11.2014, the first defendant Anandhi, claiming to be the owner of the suit property, produced a copy of an interim injunction order passed by the City Civil Court, Chennai in her favour in and by which, the plaintiff was restrained from interfering with the said Anandhi's peaceful possession and enjoyment of the property. Since the plaintiff was not aware of any suit initiated against him and no notice was also served on him, on enquiry, he came to know that O.S.No.6373 of 2014 had been filed before the VIII Assistant City Civil Court, Chennai, where, the plaintiff as well as the defendants 2 to 4 had been arrayed as defendants and on the strength of false allegations, claiming ownership and possession, interim orders have been obtained by the first defendant. The plaintiff was not aware of the allegations made against the defendants 2 to 4. After entering appearance through a counsel in the said suit, a complaint was also lodged by the plaintiff to the Commissioner of Police.



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5. According to the plaintiff, the plaintiff has been in possession and enjoyment of the suit property for over 33 years and on enquiry, the plaintiff came to know that the first defendant in the said suit, represented herself to be the wife of one Ramamoorthy, allegedly the son of S.Gopalakrishnan, the vendor of the plaintiff. According to the plaintiff, the wife of the vendor S.Gopalakrishnan was one Neela Gopalakrishnan and son was G.Srinivasa Kumar and the vendor S.Gopalakrishnan never had a son by name Ramamoorthy. Therefore, according to the plaintiff, documents have been fabricated for the purpose of the suit and to deprive the plaintiff of his title and possession over the suit property.

6. It is the further case of the plaintiff that the son of S.Gopalakrishnan viz., G.Srinivasa Kumar, by way of abundant caution, had also joined the execution of the sale deed in favour of the plaintiff. According to the plaintiff, the vendor S.Gopalakrishnan died on 06.02.2003. During the course of trial before the Civil Civil Court, the plaintiff also came to know that one another suit in O.S.No.204 of 2015 had been filed by the defendants 5 and 6 against the defendants 1 and 4, which, according to the plaintiff, is a collusive suit filed by the defendants to further their ulterior object of grabbing the plaintiff's valuable property. The specific allegations made by the plaintiff are that the documents



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have been forged and records have been created and the defendants being influential persons have used their influence in order to snatch the plaintiff's property. The plaintiff also submitted that O.S.No.6373 of 2014, filed by the first defendant and O.S.No.204 of 2015, filed by the defendants 5 and 6 were dismissed for default before the City Civil Court.

7. Pending the suit, the plaintiff died and his wife and daughter have been brought on record as plaintiffs 2 and 3 and the plaint has also been amended to enable the plaintiffs to challenge the subsequent sale transactions also not being valid and binding on the plaintiffs.

8. The defendants 7 to 12 were impleaded in pursuance of an order dated 21.12.2021 in A.No.3718 of 2021. Excepting the 11th defendant, none of the other defendants have chosen to contest the suit. Further, the 12th defendant was also discharged in and by order dated 20.04.2024 in A.No.2308 of 2024 since their claim in respect of loan has been discharged and since the 12th defendant no longer being a proper and necessary party, was discharged by an order of this Court.

9. The written statement filed by the eleventh defendant, in brief, is as follows:



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The 11th defendant is Life Insurance Corporation Housing Finance Limited. According to the 11th defendant, the plaintiffs have no valid title over the suit property, which has been mortgaged in favour of the 11th defendant in and by MODT dated 05.05.2017, registered as Document No.1458 of 2017 on the file of SRO, Ashok Nagar. According to the 11th defendant, G.Ramamoorthy, S/o S.Gopalakrishnan was in possession and enjoyment of the property being the sole surviving legal heir of S.Gopalakrishnan and that after the demise of G.Ramamoorthy on 18.02.2002, his wife, Anandhi/the first defendant herein, had inherited the property being the surviving legal heir of G.Ramamoorthy. The first defendant had dealt with the suit property through her Power Agent on 05.05.2017 in favour of the eighth defendant in Document No.1457 of 2017. The eighth defendant, through the ninth defendant, who is his power agent, had applied for housing loan with the 11th defendant and purchased the suit property. The panel advocate of the 11th defendant has cleared the title at the hands of G.Ramamoorthy and therefore, the first defendant/Anandhi had every right to deal with the suit property. The 11th defendant had issued payments to the vendor which were also reflected in the sale deed registered on 05.05.2017. The 11th defendant had sanctioned housing loan only after perusing the title deeds and confirming the flow of the title and



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hence the plaintiffs have no right over the suit property. It is further stated by

the 11th defendant that since the 8th defendant did not honour his commitments by paying the loan instalments, the 11th defendant had classified the loan account of the 8th defendant as Non-Performing Asset on 10.01.2018 and also proceeded to issue Notice under Section 13(2) of SARAESI Act on 17.07.2018. According to the 11th defendant, they have also taken symbolic possession of the suit property on 24.12.2018 and in such view of the matter, the plaintiffs are not entitled to any relief in the suit and therefore prayed for dismissal of the suit.

10. On 26.07.2023, this Court framed the following issues:-

1. Whether the deceased/1st plaintiff has purchased the plaint schedule property under the sale deed dated 10.12.1981 registered as Document No.6461 of 1981, SRO, Kodambakkam?
2. Whether the documents relied on by the 1st defendant in O.S No.6373 of 2014 on the file of the Hon'ble VIII Assistant City Civil Judge, Chennai are true and genuine?
3. Whether the documents relied on by the 5th and 6th defendants in O.S No.204 of 2015 on the file of the



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Hon'ble VIII Assistant City Civil Judge, Chennai are true and genuine?

4. Whether the defendants 7 to 12 have derived any right, title or interest in the suit property from the 1st defendant?

5. Whether the alleged purchase of suit property by the defendants 8 to 10 during the pendency of the present suit is valid?

6. Whether the plaintiffs are entitled to declaration of title to the suit property?

7. Whether the sale deed dated 05.05.2017 registered as document No.1457 of 2017 and sale deed dated 16.10.2018 registered as document No.2639 of 2018, SRO Ashok Nagar are true and valid?

8. Whether the plaintiffs are entitled to reliefs of permanent injunction as prayed for?

9. Whether the suit is barred by limitation?

10. Whether the suit is bad for non-joinder of necessary parties?



11. What other reliefs the parties are entitled to?

11. However, considering the specific pleadings in the plaint and the written statement of the 11th defendant, the issue Nos.9 and 10 are omitted since there is no plea of limitation or non-joinder of necessary parties taken by the 11th defendant. Hence Issue Nos.9 and 10 do not arise for consideration. Therefore, Issue Nos.9 and 10 are omitted and Issue Nos.1 to 8, all being interconnected are taken up together.

Issue Nos. 1 to 8:

12. The 2nd plaintiff examined herself as P.W.1 and Exs.P.1 to P.23 were marked and she was cross examined by the contesting 11th defendant. On the side of the defendants, no oral evidence was let in. However, with the consent of the learned counsel for the plaintiffs, Exs.D.1 to D.6 have been marked.

13. I have heard Mr.K.Hari Shankar, learned counsel for the plaintiffs and Mr.R.Imayavaramban, for M/s Ramalingam and Associates, learned counsel for the 11th defendant. As already stated herein above, excepting the 11th defendant none of the other defendants came forward to contest the suit. I have considered the submissions advanced by the learned counsel on either side and have gone



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through the oral and documentary evidence available on record.

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14. It is the specific case of the plaintiffs that the deceased plaintiff who originally approached this Court, purchased the suit property, in and by sale deed dated 10.12.1981. The said sale deed has been marked as Ex.P.3. It is evident from Ex.P.3 that by way of abundant caution, the purchaser has also insisted on the son of the vendor viz., G.Srinivasa Kumar to join execution of the Sale Deed and his son, G.Srinivasa Kumar has also signed in Ex.P.3 Sale deed. Ex.P.1 is the Sale Deed, under which, the vendor of the plaintiff had purchased the property way back in the year 1969. Under Ex.P.5 the Extract from Town Survey Land Register, which is equivalent to a patta, has been granted to the 1st plaintiff. It is the admitted fact that though suits came to be filed by the defendants 1, 5 and 6 before City Civil Court in O.S.No.6373 of 2014 and O.S.No.204 of 2015, the defendants did not pursue the said cases and both the suits came to be dismissed for default. In fact, even before this Court, these defendants have not thought it fit to contest the present suit.

15. Under Ex.P.4, the vendor of the plaintiff viz., S.Gopalakrishnan and his Son G.Srinivasa Kumar in and by way of Cancellation Deed dated 28.01.1982, have cancelled the sale deed in favour of the 1st plaintiff. Strangely



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in the averments in the said cancellation deed, it is stated that the purchaser did not require the suit property any more and he expressed his wish to the vendors to revoke the sale deed and both of them mutually agreed to cancel the sale deed. The said cancellation has not been signed by the first plaintiff R.Subramanian. It is the specific case of the plaintiffs that the said cancellation of sale deed Ex.P.4 is a fabricated and forged document.

16. Ex.P.6 is the death certificate of S.Gopalakrishnan which is relied on by the defendants. It is seen that from Ex.P.6 that S.Gopalakrishnan is said to have been permanently residing at No.A.89, 12th Avenue, Ashok Nagar, Chennai and that he died on 02.11.1992. The said Death Certificate has been issued only on 09.09.2014, though it is mentioned in the certificate that the death was registered on 15.11.1992. The Death Certificate of S.Gopalakrishnan has also been filed by the plaintiff in Ex.P.11, according to which, the said S.Gopalakrishnan died on 06.02.2003 and the date of registration of death is 13.02.2003 and the death certificate has been issued within a month thereafter on 12.03.2003.

17. Ex.P.7 is the legal heirship certificate which has been relied on by the defendants to trace title to the suit property. The said legal heirship certificate



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discloses that S.Gopalakrishnan was a permanent resident in the suit property and that he died on 02.11.1992 and was survived by wife Pappammal and son Ramamoorthy. Ex.P.12 is the legal heirship certificate of G.Ramamoorthy, who is alleged to be the son of S.Gopalakrishnan. The said G.Ramamoorthy is said to have been survived by his wife R.Anandhi, the 1st defendant. Strangely, when the defendants were conscious of the fact that S.Gopalakrishnan had executed a Sale Deed in favour of the 1st plaintiff R.Subramanian and the said document was coming in the way of the scheme of things for the defendants, they have projected a document as if the said S.Gopalakrishnan and his son G.Srinivasa Kumar had cancelled the Sale Deed with the consent of the 1st plaintiff on 28.01.1982.

18. Atleast from this document, it is clear that the defendants were fully aware of the fact that S.Gopalakrishnan's son was G.Srinivasa Kumar and not Ramamoorthy. However, while obtaining legalheirship certificate for S.Gopalakrishnan, the defendants have projected his son to be one Ramamoorthy instead of G.Srinivasa Kumar. On the basis of the said Death Certificate and legalheirship certificate projecting Ramamoorthy to be the surviving legal heir of S.Gopalakrishnan, along with Pappamal and subsequently the said Ramamoorthy died on 18.02.2002 leaving behind the first



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defendant, documents have been brought about as if the first defendant had executed a power of attorney in Ex.P.13 in favour of the second defendant to enable the second defendant to alienate the property. The said power of attorney Ex.P.13 was cancelled by a cancellation of power of attorney dated 02.05.2014 in Document No.1051 of 2014.

19. A letter was addressed by the first defendant to the second defendant informing the second defendant about the revocation of power of attorney and in and by the said communication, the first defendant called upon the second defendant to return the document of the title pertaining to the suit property. Despite such cancellation of power of attorney and the letter informing the second defendant about the same, the second defendant representing the first defendant has proceeded to execute a sale deed on 12.06.2014 in favour of the defendants 3 and 4 (Ex.P.16). The first defendant has also chosen to execute another revocation of power of attorney deed on 14.08.2014 (Ex.P.18). It is also seen that the first defendant had executed another power of attorney in favour of the second defendant on 02.04.2010. It is the said power of attorney which was cancelled on 14.08.2014. However, in the interregnum period, the second defendant executed a sale deed in favour of the defendants 3 and 4.



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20. It is also seen that the 1st plaintiff lodged a police complaint on 18.11.2014 and again on 19.11.2014 and had also addressed a complaint to the Commissioner of Police on 12.12.2014 enclosing his document of title and patta. These have been marked as Exs.P.20, P.21 and P.22 respectively. The plaint in O.S.No.6373 of 2014 has been marked as Ex.P.23. Strangely, in Ex.P.23, the first defendant has not chosen to plead anything about the Sale Deed in favour of the plaintiff and the alleged cancellation of the sale deed by S.Gopalakrishnan and his son and proceeded to narrate in the plaint as if after purchase of the property, S.Gopalakrishnan died intestate, leaving behind his wife Pappammal and son Ramamoorthy, who have succeeded to the entire property and consequent to his demise, the plaintiff therein, as his widow had only surviving legal heir became the absolute owner of the suit property. Even in the said suit, it is seen from the copy of the plaint that not even a single document had been filed to evidence physical possession of the property at the hands of the first defendant herein.

21. On the contrary, the plaintiff has filed the original sale deed, under which, S.Gopalakrishnan purchased the property from the Madras State Housing Board in the year 1969 and also the sale deed dated 10.12.1981, under which, the first plaintiff purchased the property from S.Gopalakrishnan. Ex.P.5



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the original extract of Town Survey Land Register in favour of the first plaintiff is also produced and the original of the patta and the sale deed in favour of the first plaintiff have also been produced, verified and thereafter, the photocopies have been marked.

22. The plaintiffs have also promptly rushed to the police authorities to protect their possession. It is really strange that the 11th defendant has proceeded to sanction housing loan to the 8th defendant on the strength of documents produced by the defendants. Even according to the first defendant, the property was admittedly owned by S.Gopalakrishnan only. However, having noticed that S.Gopalakrishnan had already dealt with the property and in the said sale deed in favour of the first plaintiff, the son of S.Gopalakrishnan viz., G.Srinivasa Kumar had also joined the execution of the sale deed, when a cancellation deed has been projected as if the said S.Gopalakrishnan and his son G.Srinivasa Kumar have cancelled the sale deed in favour of the first plaintiff R.Subramanian, the 11th defendant ought to have suspected foul play. The reasons set out in the cancellation deed are stranger than fiction. It is stated as if the first plaintiff did not want the the property he purchased and therefore he requested a cancellation deed to be executed and in pursuance of the said request, the said S. Gopalakrishnan and his son G.Srinivasa Kumar have



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cancelled the sale deed. The first plaintiff is not a signatory to the said cancellation deed and further, there is no whisper about the fate of the sale consideration paid by the 1st plaintiff to the said S.Gopalakrishnan. Even in the plaint in O.S.No.6373 of 2024, filed by the first defendant in City Civil Court, there is absolutely no pleading about the said cancellation deed which vested title of the suit property back with the said S.Gopalakrishnan. Even assuming without admitting the truth and veracity of the said cancellation deed, when the cancellation deed, under which title is shown to be flowing from S.Gopalakrishnan to the first defendant, even though the name of the son of S.Gopalakrishnan has been mentioned as G.Srinivasa Kumar, it is not known how the name of Ramamoorthy has been introduced in the legal heirship certificate of S.Gopalakrishnan. Even the date of death of S.Gopalakrishnan appears to be incorrectly provided. Further, in the death certificate relied on by the defendants, it is stated that as if S.Gopalakrishnan was a permanent resident of the suit property. It cannot be true since the suit property is admittedly a vacant land. Therefore, the death certificate is also highly doubtful. The legal heir certificate based on the said death certificate is also consequently a doubtful document.

23. The second plaintiff as P.W.1 has clearly stated as to how her



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husband purchased the property and was in possession and enjoyment of the same and also about the attempts of trespass and encroachment by unknown members of the public and pursuant diligent steps taken by her husband have also been spoken by the 2nd plaintiff in her chief examination. In cross examination of P.W.1 by the learned counsel for the 11st defendant, no material admission has been brought about warranting impeachment of title of the plaintiffs. The 11th defendant has admittedly advanced housing loan to the 8th defendant. It is claimed by the 11th defendant that the panel advocates have checked the flow of title and found the 1st defendant to have valid title over the suit property. However, as stated earlier, when the original sale deed was in favour of S.Gopalakrishnan, the vendor of the 1st plaintiff and the same having been executed by then Madras State Housing Board under Ex.P.1 the registered sale deed, subsequently executed by the said S.Gopalakrishnan with his son G.Srinivasa Kumar, joining the execution of the sale deed in favour of the 1st plaintiff by way of abundant caution had been validly executed and registered, first and foremost, it was not open to the vendors to unilaterally cancel the said sale deed.

24. Law is well settled on these aspects. In fact, the Hon'ble Full Bench of this Court in the case of *Latif Estate Line India Limited vs Hadeeja Ammal*



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and Others reported in *(2011) 2 CTC 1* had categorically held that a unilateral

cancellation of the sale deed is invalid in the eye of law. Therefore, in the light of the settled legal position, it is not known how the panel lawyers of the 11th defendant had accepted the validity and legality of the said cancellation deed. Further, as already pointed out, the purchaser is not a signatory to the cancellation deed and the reasons assigned for cancellation is also totally unbelievable. Even otherwise, when the said cancellation deed also clearly states that the son of S.Gopalakrishnan is one G.Srinivasa Kumar, the 11th defendant's panel lawyers ought to have questioned as to how the first defendant's husband Ramamoorthy was stated to be the son of S.Gopalakrishnan. The death certificate and legal heirship certificate produced by the first defendant ought to have been doubted by the 11th defendant. Unfortunately, the 11th defendant, without noticing these glaring errors on the face of the records, proceeded to accept the title of the 1st defendant and sanctioned the loan in favour of eighth defendant. The 11th defendant has not exercised due diligence while going into the question of legal and valid title of the first defendant. Further, not a single document has been shown to evidence physical possession being available with the first defendant at any point of time. On the contrary, the plaintiffs have been in absolute possession from the date of their purchase and when there was an attempt of trespass, they have lodged



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police complaints and also a complaint with the Commissioner of Police, enclosing their documents of title and patta. Even the original documents of title are with the plaintiffs, it is strange as to how the 11th defendant has dispensed with the production of the sale deed in favour of S.Gopalakrishnan, in originals.

25. More over, the defendants who have attempted to interfere with the plaintiffs possession and enjoyment and usurp title to the suit property, have chosen to stay away from the present suit. If really they are bonafide purchasers for valuable consideration, especially the eighth defendant, he would have come forward to contest the suit. Even according to the 11th defendant, the 8th defendant has not honoured his commitments in repaying the housing loan. Thus it is abundantly clear that the 8th defendant has also taken the 11th defendant for a ride. When the 11th defendant has proceeded to certify the title at the hands of the 1st defendant, without properly appreciating the flow of title and the documents available on record, even assuming the documents projected on the side of the defendants, the 11th defendant cannot claim any charge or proprietary right in and over the suit property. The MODT in favour of the 11th defendant is on the strength of fabricated documents and not a valid document which would bind the plaintiffs and therefore, no rights would accrue to the 11th defendant to even claim charge over the suit property.



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WEB COP 26. In such view of the matter, the plaintiffs are entitled to all the reliefs sought for in the plaint and the Issue Nos.1 to 8 are answered in favour of the plaintiffs.

27. In the result, the suit is decreed as prayed for with costs.

16-08-2024

Index: Yes/No
Speaking Order/Non-Speaking Order
sr
To

The Section Officer,
Original Side (Records),
High Court, Chennai.

Witnesses examined on the side of the plaintiffs:

P.W.1. - Mrs.Kalavathy Subramanian

Exhibits produced on the side of the plaintiffs:

S.No.	Exhibits	Date	Description
1.	P-1	06.09.1969	Photocopy of the Sale deed
2.	P-2	05.11.1969	Photocopy of the Sale Deed in favour of S.Gopalakrishnan by Madras State Housing Board registered as Document No.3187/1969 on 05.11.1969. Copy of the Sale Deed in the possession of the plaintiff dated 06.10.1969.
3.	P-3	10.12.1981	Photocopy of the Sale Deed executed by S.Gopalakrishnan in



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S.No.	Exhibits	Date	Description
			favour of the plaintiff Mr.R.Subramanian, registered as Document No.6461/1984, SRO Kodambakkam datd 10.12.1981.
4.	P-4	28.01.1982	Photocopy of the Cancellation Deed executed by S.Gopalakrishnan and G.Srinivasa Kumar, registered as Doc.No.327/1982, SRO, Kodambakkam dated 28.01.1982
5.	P-5	21.12.1987	Photocopy of Extract from Town Survey Land Register
6.	P-6	15.11.1992	Photocopy of Death Certificate of S.Gopalakrishnan
7.	P-7	25.05.2014	Photocopy of Legalheir Certificate of S.Gopalakrishnan
8	P-8	26.02.1995	Death Certificate of G.Pappammal
9	P-9	19.06.1996	Photocopy of Sale Deed in favour of G.Ramamoorthy executed by TNHB as Doc.No.4527/1996 dated 19.06.1996
10	P-10	13.06.2001	Photocopy of Patta issued in favour of G.Ramamoorthy
11	P.11	-	Photocopy of Death Certificate of S.Gopalakrishnan
12	P-12	20.03.2003	Photocopy of the Legalheir Certificate of G.Ramamoorthy
13	P-13	09.06.2010	Photocopy of General Power of Attorney by Anandthi in favour of M.K.Raja
14	P-14	02.05.2014	Photocopy of the Cancellation of General Power of Attorney in favour of M.KRaja by Anandhi
15	P-15	03.05.2014	Photocopy of the Letter from 1 st



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S.No.	Exhibits	Date	Description
			defendant to 2 nd defendant
16	P-16	29.04.2010	Photocopy of the Agreement of Sale executed by M.K.Raja in favour of Senthil and Shanmugam
17	P-17	15.07.2014	Photocopy of the Death Certificate of Ramamoorthy
18	P-18	14.08.2014	Photocopy of the Cancellation of Power of Attorney in favour of M.K.Raja by Anandhi
19	P-19	03.11.2014	Photocopy of the Police Complaint by 1 st defendant
20	P-20	18.11.2014	Photocopy of the Police Complaint given by the plaintiffs to R.6, Kumaran Nagar Police Station, Chennai along with CSR dated 18.11.2014.
21	P-21	19.11.2014	Photocopy of the Police Complaint given by the Plaintiffs and J.Anandraj to R.6, Kumaran Nagar Police Station, Chennai dated 19.11.2014.
22	P-22	12.12.2014	Photocopy of the Police Complaint given by the Plaintiff to the Commissioner of Police, Vepery, Chennai dated 12.12.2014.
23	P-23	November 2014	Photocopy of the Plaint in O.S.No.6373 before VII Assistant City Civil Court, Chennai



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Witnesses examined on the side of the defendants

WEB COPY Nil.

Exhibits produced on the side of the defendants:

S.No.	Exhibits	Date	Description
1.	Ex.D.1	28.03.2017	Sanction letter issued by the eleventh defendant
2.	ExD.2	-	Loan agreement executed by eighth defendant represented by his power agent ninth defendant in favour of eleventh defendant
3.	Ex.D-3	05.05.2017	Memorandum of Deposit of Title Deeds executed by eighth defendant represented by his power agent ninth defendant in favour of eleventh defendant, registered as Document No.1458 of 2017 on the file of SRO, Ashok Nagar.
4.	Ex.D-4	05.05.2017	Sale Deed executed by the first defendant represented by her power agent Seventh defendant in favour of eighth defendant represented by his power agent ninth defendant, registered as Document No.1457 of 2017 on the file of SRO, Ashok Nagar
5.	Ex.D-5	17.07.2018	Demand Notice issued under Section 13(2) of SARFAESI Act, 2002 by the eleventh defendant to the eighth and ninth defendants
6.	Ex.D-6	24.12.2018	Possession Notice issued under Section 13(4) of SARFAESI Act,



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S.No.	Exhibits	Date	Description
			2002 by the eleventh defendants to the eighth and ninth defendants

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P.B.BALAJI,J.,

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Pre-Delivery Judgment in
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Pursuant to the judgment being pronounced, Mr.Harishankar, learned counsel for the plaintiffs would make a request for the decree being registered with the concerned Sub Registrar, cancelling the endorsement pertaining to the documents viz., (1) Sale Deed in favour of S.Gopalakrishnan by Madras State Housing Board registered as Document No.3187/1969 on 05.11.1969 (Ex.P2); (2) Cancellation Deed executed by S.Gopalakrishnan and G.Srinivasa Kumar, registered as Doc.No.327/1982, SRO, Kodambakkam dated 28.01.1982 (Ex.P4); (3) Sale Deed in favour of G.Ramamoorthy executed by TNHB as



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Doc.No.4527/1996 dated 19.06.1996 (Ex.P9) and (4) Sale Deed executed by the first defendant represented by her power agent Seventh defendant in favour of eighth defendant represented by his power agent ninth defendant, registered as Document No.1457 of 2017 on the file of SRO, Ashok Nagar (Ex.D4).

2. The Registry is directed to include the following direction in the paragraph No.27 of the above judgment:-

“Registry shall issue a communication to the Sub Registrar, Kodambakkam/Ashok Nagar to make necessary entry of this decree which is nullifying the four documents viz., (1) Sale Deed in favour of S.Gopalakrishnan by Madras State Housing Board registered as Document No.3187/1969 on 05.11.1969 (Ex.P2); (2) Cancellation Deed executed by S.Gopalakrishnan and G.Srinivasa Kumar, registered as Doc.No.327/1982, SRO, Kodambakkam dated 28.01.1982 (Ex.P4); (3) Sale Deed in favour of G.Ramamoorthy executed by TNHB as Doc.No.4527/1996 dated 19.06.1996 (Ex.P9) and (4) Sale Deed executed by the first defendant represented by her power agent Seventh defendant in favour of eighth defendant represented by his power agent ninth defendant, registered as Document No.1457 of 2017 on the file of SRO, Ashok Nagar (Ex.D4). The plaintiffs shall pay the necessary batta for communicating the decree to the Sub Registrar Office,



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Kodambakkam/Ashok Nagar, Chennai.”

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3. Except for the aforesaid modification, judgment dated 16.08.2024 remains unaltered in all other respects.

16.08.2024

rkp

P.B.BALAJI,J.,

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