



S.A. Nos. 505 and 506 of 2009

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on 27.10.2025

Pronounced on .11.2025

CORAM

THE HONOURABLE Ms. JUSTICE R.N.MANJULA

S.A. Nos. 505 and 506 of 2009
and
M.P. Nos. 1 of 2009 and 1 and 1 of 2010

1. Chandrasekaran (Died)

2. Tamizhselvi

3. K.Saranya

...Appellants in both S.A.s

(Appellants 2 & 3 are impleaded vide order dated 31.07.2025 in C.M.P. Nos. 15837, 15840 and 15879 of 2025 in S.A. No. 505 of 2009 and order dated 31.07.2025 in C.M.P. Nos. 15835, 15839 and 15841 of 2025 in S.A. No. 506 of 2009)

Vs.

1.Ranganathan

2.Sayadevi

... Respondents in both S.A.s

PRAYER in S.A. No. 505 of 2009: Second Appeal is filed under section 100 of the Code of Civil Procedure, 1908, to set aside the judgment and decree dated 28.11.2008 passed in A.S. No. 2 of 2006 on the file of the 1st Additional Sub-Court, Cuddalore in reversing the judgment and decree dated 23.09.2005 passed in O.S. No. 45 of 2003 on the file of the Principal District Munsif, Cuddalore.



PRAYER in S.A. No. 506 of 2009: Second Appeal is filed under section 100 of the Code of Civil Procedure, 1908, to set aside the judgment and decree dated 28.11.2008 passed in A.S. No. 80 of 2005 on the file of the 1st Additional Sub-Court, Cuddalore in reversing the judgment and decree dated 23.09.2005 passed in O.S. No. 45 of 2003 on the file of the Principal District Munsif, Cuddalore.

For Appellants : Mr.P.Mani (in both S.A.s)

For Respondents : Mr.R.Gururaj (in both S.A.s)

COMMON JUDGMENT

The plaintiff is the first appellant, who has filed the suit in O.S. No. 45 of 2003 seeking the relief of declaration of title and permanent injunction in respect of the A and 'B' schedule properties. The Trial Court has partly decreed the suit in respect of 'A' schedule property and partly dismissed the suit in respect of 'B' schedule property. The plaintiff has filed an appeal in A.S. No. 2 of 2006 and the appeal was also dismissed by confirming the judgment of the Trial Court. The defendants have also filed an appeal in respect of the decree granted in favour of the plaintiff as against 'A' schedule property and that was allowed. After having lost both the appeals, the appellant has filed these second appeals.



2. Short facts as pleaded in the plaint:- 'A' schedule property originally belonged to Muthammal. She has sold 'A' schedule property in favour of the Thailammal by virtue of a Sale deed dated 19.05.1980 and from then onwards, Thailammal is in possession and enjoyment of the same and later, she sold 'A' schedule property to the plaintiff on 28.05.2002. The 'B' schedule property is situated on western side of the 'A' schedule property. 'A' schedule property measures 15 cents and 'B' schedule property measures 14 cents. The plaintiff also owns other lands on the Northern and Western side of the suit property. Pattas for 'A' and 'B' schedule properties stand in the name of the plaintiff in Patta No.75. The plaintiff is paying kists to the suit schedule properties. The defendants, who are total strangers, started to plough the 'A' and 'B' schedule land by trespassing into same on 20.01.2003. A police complaint has been given against the defendants and the police advised the plaintiff to file a civil suit and seek remedy. Accordingly, the plaintiff has filed a suit seeking the relief of declaration that he is the owner of the plaint A and 'B' schedule properties with a consequential permanent injunction.



3. The written statement of the defendants in brief:-

3.1. The sale deed executed by Muthammal in favour of the Thailammal with regard to the 'A' schedule property is not a genuine document and it is a fabricated one. Muthammal had no title to convey with regard to 'A' schedule property. The sale deed does not say how she is entitled to the 'A' schedule property. The Patta also did not stand in the name of the Muthammal. The sale deed comprises eastern 15 cents and for which she had no title. Even in the sale deed, the western owner is shown as Kamalammal. The plaintiff is estopped from denying Kamalammal's title. Kamalammal is entitled not only to the 14 cents on the western side, but to the whole extent of 29 cents, which is inclusive of A and 'B' schedule properties. Thailammal had never been in possession of the suit property. The northern and eastern boundaries given in the sale deeds are wrong. The property on the north side belonged to Arunachalam from whom Appavoo Gounder purchased. Appavoo is no more and he is the father-in-law of the first defendant. Now, Appavoo's sons Radhakrishnan Vagaira are in possession.



3.2. The plaintiff and the Radhakrishnan had entered into an Exchange Deed in which the plaintiff got the western side and the property on the East belonged to Shanmuga Gounder. The boundaries of Survey N0.68/19 in the sale deed dated 19.05.1980 are not correct. Hence, the sale deed dated 28.05.2002 executed by Thailammal in favour of the plaintiff is not valid. The plaintiff is estopped from denying Kamalammal's title. In the sale deed dated 28.05.2002, the eastern owner has been correctly shown in the boundary as Shanmugam but the northern owner is wrongly shown as the plaintiff. The northern side property owners are Radhakrishnan Vagaira. Radhakrishnan is the first defendant's brother-in-law. Appavoo was Radhakrishnan's father. The plaintiff never took possession of the 'A' schedule property and the documents produced by him is a self-serving one.

3.3. 'B' schedule property is not properly described. The southern boundary of the property alone is correct. The eastern owner is shown as Sakthivel, but his title has been bypassed by claiming the title in Thailammal and Muthammal.



3.4. The entire 29 cents in Survey No.68/19 belonged to Kamalammal.

The Kamalammal sold the eastern 24 cents to minor Sakthivel represented by his guardian through a registered sale deed dated 22.12.1982. Elumalai and Shanmugam are younger brothers of Appavoo. Elumalai is shown as the eastern owner and Arunachalam is shown as the owner of northern and southern side. The property on the west has been given to the plaintiff in exchange. After Sakthivel attained majority, the 2nd defendant purchased the eastern 14½ cents through a sale deed dated 19.08.2002. On the same day, the western half was purchased by the plaintiff. While Sakthivel had retained 9 cents, Kamalammal had retained 5 cents. Hence, they both jointly sold to the plaintiff. In the sale deed dated 19.08.2002 through which property was purchased by the plaintiff, he has admitted that Sakthivel as the eastern owner. The Sakthivel is the purchaser from Kamalammal and he is the 2nd defendant's vendor. The plaintiff is estopped from denying the title of the defendants and their possession. The defendants alone are in possession of the eastern 14 cents. The plaintiff has given two schedules just to confuse the Court. He suppressed exchange deeds and other deliberations.



3.5. The Patta, which is alleged to have been issued to him on 13.08.2002, is not a genuine document and must have been procured by fraud or misrepresentation. The plaintiff has purchased the property only on 19.08.2002. Even before that he could not have held Patta in his name. On 18.06.2002 only Patta was issued to Sakthivel though the property was transferred to his name much earlier. In view of the misdescription in the plaint, the suit has to be dismissed.

4. On the basis of the above pleadings, the following issues are framed by the Trial Court:-

1. Whether the sale deed dated: 28.5.2002 in favour of the plaintiff is true?
2. Whether the plaintiff is entitled for declaration as prayed for?
3. Whether the plaintiff is entitled for permanent injunction as prayed for?
4. Is it correct to state that the plaintiff's vendor has no title over the plaint schedule property?
5. To what other relief that the plaintiff is entitled for?



5. During the course of trial, on the side of the plaintiff, two witnesses were examined as P.W.1 and P.W.2 and Exs.A1 to A10 documents were marked and on the side of the defendants, three witnesses were examined as DW1 to DW3 and defendants side documents have been marked as Exs.B1 to Ex.B21. The Commissioner's report and plan along with Sketch have been marked as Ex.C1 and Ex.C2.

6. At the conclusion of trial and considering the evidences available on both sides, the trial Court had partly decreed the suit in respect of the 'A' schedule property and partly dismissed the suit in respect of 'B' schedule property. The First Appeal preferred by the plaintiff in respect of 'B' schedule property was dismissed and the First Appeal preferred by the defendants in respect of 'A' schedule property was allowed. Since the plaintiff has lost both the First Appeals, he preferred the present Second Appeal.

7. The second appeals have been filed by raising the following substantial questions of law:-

A. Whether the lower appellate erred in law in relying upon the oral evidence of PW2 in deciding parties title to the suit lands disregarding the



registered sale deed produced by the parties when under Section 92 of the Indian Evidence Act, 1872, oral evidence is inadmissible to contradict written documents?

B. Whether the lower appellate court erred in law in misconstruing Exs.A2 and A3 sale deeds and holding that both the said sale deeds relate to the very same property when in fact both the said sale deeds relate to different properties with different boundaries?

C. Whether in law the judgment and decree passed by the courts below are sustainable when they have failed to consider and appreciate the oral and documentary evidence on record in their proper perspective?

On hearing the submissions of the learned counsel for the appellant and also perusing the records, the above questions of law are re-framed as under:-

(i) Whether the Lower Appellate Court is erred in law by relying the oral evidence of PW12 by disregarding the registered sale deeds and consequently, Sections 91 and 92 of the Indian Evidence Act?

Arguments:-

8. The learned counsel for the plaintiff submitted that the plaintiff has already purchased the eastern side property from Thailammal through Ex.A2, which he had shown in the suit 'A' schedule property. The plaintiff's



predecessor in title Thailammal has purchased the 'A' schedule property from one Muthammal. The extent of the eastern side ('A' schedule property) is 15 cents and the extent of the western side ('B' schedule property) is 14½ cents situated in Survey No. 47/3. The old survey number of Survey No.47/3 is 68/19. It is further submitted that Kamalammal is not entitled to the whole of 29 cents in Survey No.47/3, but she is entitled to only 14½ cents on the western side. Kamalammal has sold 24 cents out of 29 cents in favour of Sakthivel vide Ex.B13 dated 22.12.1982. Even though the plaintiff has purchased 9½ cents out of 24 cents on 19.08.2002, he has also purchased 5 cents from Kamalammal vide Ex.A3, totally 14½ cents. Since the plaintiff had already purchased the eastern side 15 cents from Thailammal, Sakthivel has got no title to transfer eastern side 14½ cents in favour of the 2nd defendant. By virtue of Ex.A2 and Ex.A3, the plaintiff has become the owner of the whole of the A and 'B' schedule properties, but the First Appellate Court without properly appreciating the title deeds of the plaintiff, has dismissed the First Appeal filed by the plaintiff and allowed the First Appeal filed by the defendants.

9. The learned counsel for the defendants submitted that though the plaintiff is said to have purchased 15 cents on the eastern side of Survey No.



47/3 vide Ex.A2, Thailammal, who is the vendor of the plaintiff, did not have any title to pass in favour of the plaintiff. The property particulars of Ex.A2 sale deed does not have proper boundaries. Even for any extraneous reasons Ex.A2 is taken as a document conveying title, the plaintiff has purchased the very same property once again from Kamalammal and Sakthivel through Ex.A3 also. Sakthivel is the purchaser of 24 cents out of 29 cents from the hands of Kamalammal and out of which 14½ cents have been purchased by the 2nd defendant through Ex.B12. Since Ex.A3 plaintiff's sale deed has been executed by Sakthivel and Kamalammal jointly conveying title in respect of 9½ cents and 5 cents respectively, totally 14½ cents and was registered on the same date, i.e., 19.08.2002, the plaintiff cannot deny the title of Kamalammal.



10. It is further submitted that the successor in title of Kamalammal, viz., Sakthivel, sold eastern side 14½ cents to the 2nd defendant on the same day on 19.08.2002 through Ex.B12. Since the plaintiff had admitted the title of his vendor Sakthivel, who had purchased the whole of 24 cents out of 29 cents from Kamalammal, he cannot deny the title of Kamalammal and so, the defendants' entitlement to eastern side 14½ cents.

Discussion:-

11. The suit properties, i.e., both A and 'B' schedule properties, measure together 29 cents situated in Survey No. 47/3. The suit 'B' schedule property is about 14½ cents and 'A' schedule property is about 15 cents out of the whole of the property in Survey No. 47/3. The old Survey No. for Survey No. 47/3 is Survey No. 68/19. Even though the plaintiff did not have any quarrel as to his title of the vendors, viz., Sakthivel and Kamalammal, in respect of 14½ cents in 'B' schedule property, he denies their title in respect of the 'A' schedule property. The plaintiff's specific contention is that 15 cents in 'A' schedule property originally belonged to Muthammal and she sold the same in favour of Thailammal through Ex.A1 dated 19.05.1980 and Thailammal, who in turn had sold 15 cents vide Ex.A2 dated 28.05.2002 in favour of the plaintiff. According to the plaintiff, he has purchased the whole of 29 cents in



Survey No. 47/3 through Ex.A2 and A3. The property particulars in Ex.A1 sale deed in the boundary details, the western side owner is shown as Kamalammal.

12. The learned counsel for the defendats claimed thatKamalammal's property is on the eastern side and in the boundary details of Ex.A1, it has been wrongly stated as though Kamalammal's property is on the western side. Though the plaintiff claimed that Muthammal and thereafter, Thailammal was entitled to 15 cents on the northern side of Survey No. 68/19 (new Survey No. 47/3), no document for possession either in the name of Muthammal or in the name of Thailammal has been produced.

13. The specific contention of the defendants is that Thailammal did not have any right in respect of any of the extent of the property in respect of new Survey No.47/3 and Ex.A1 and Ex. A2 sale deeds are sham and nominal ones. Admittedly, no supportive documents have been produced to show that Muthammal's husband was originally in enjoyment of 29 cents in old Survey No. 68/19 and thereafter, Muthammal inherited it from her husband. In the title deed Ex.A1 executed by Muthammal in favour of Thailammal also, nothing has been stated about the origin of title of the property subjected to



conveyance in the said document. Only if the plaintiff could prove any document to show that Ex.A1 title deed in favour of Thailammal has been acted upon, the plaintiff could get a valid title be passed in his favour from Thailammal through Ex.A2. None of the documents, like, Patta, Adangal or any other revenue records have been produced to show that Muthammal's husband Ramasamy and thereafter, Muthammal and subsequently, Thailammal had been in possession and enjoyment of the 15 cents on the eastern side in Survey No. 47/3. Except the description in Ex.A1 and Ex.A2 that the western side owner is Kamalammal, nothing is produced to show the right antecedence and enjoyment of Muthammal, Thailammal and the plaintiff in respect of the eastern side as claimed by the plaintiff.

14. The plaintiff who has been examined as PW1 has stated in his evidence that the suit properties are shown as two schedules and it belonged to different persons. He further submitted that the two suit items in the suit properties do not belong to same person and hence, it has been shown as two items. The predecessor in title for one half of the property is one Thailammal and another half of the property is purchased from Sakthivel and Kamalammal. If the plaintiff claims title in respect of the whole of 29 cents, it is obligatory on the part of the plaintiff to show the predecessor in title for the



whole of the 29 cents.

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15. In the evidence of PW1, he has stated that he can produce the Patta in the name of the Muthammal and his husband but he has not produced any such Patta to prove the same.

16. Curiously, the plaintiff, who claimed the whole of 29 cents belonged to Muthammal and thereafter, Thailammal, had purchased 14½ cents from the defendant's predecessor in title, viz., Sakthivel and Kamalammal. In fact, the plaintiff is said to have purchased the western side of Survey No. 47/3 through a registered sale deed/Ex.A3. The vendors of Ex.A3 are Kamalammal and Sakthivel. The said Sakthivel has purchased 24 cents out of 29 cents from Kamalammal. The very same Sakthivel has sold the eastern side 14½ cents in favour of the 2nd defendant. So, in short, both the 2nd defendant and the plaintiff has purchased the portions in new Survey No. 47/3 through Ex.A3 and B12 respectively. Even though the plaintiff has claimed that he has only purchased western part of 14½ cents through Ex.A3, in the boundary details, eastern side has been shown as Sakthivel's land. The Sakthivel is none other than the purchaser from Kamalammal.



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17. The plaintiff's claim is that Kamalammal's property is lying only on the western side. It has to be noted that by passage of time, the value of the property has increased. As stated already, the 2nd defendant has purchased 14½ cents on the eastern side and what was remaining is only other 14½ cents on the western side.

18. Had the plaintiff been happy about the purchase made through Thailammal, he would not have purchased the same extent of 14½ cents once again through Ex.A3. In Ex.A3, which is the petitioner's own document, eastern boundary is shown as one Sakthivel's land. If the plaintiff did not accept the title of the Kamalammal, he should not have purchased the extent of 14½ cents on the very same day of 19.08.2002. Even though the plaintiff claims the whole of 29 cents by construing his title through Ex.A2 also, the fact remains that the plaintiff did not establish his vendor's title in respect of 'A' schedule property. In other words, if the plaintiff does not have doubt about his title and the title of his predecessor, he would not have purchased 14½ cents on the very same day (i.e.,) on 19.08.2002. The plaintiff cannot blow hot and cold. At one stretch, he claims that he is entitled to whole of 29 cents in suit survey No. 47/3 and at another stretch, he claims that the

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defendant's vendor is also the plaintiff's vendor and predecessor in title.

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19. Normally, when a contract is reduced into writing as per Section 91 of the Indian Evidence Act, the fact has to be proved through the production of the said document. If the plaintiff is very much definite about his title, which he has acquired from Thailammal, he could have obtained joint Patta in his name. In fact, in Ex.A3 sale deed also the plaintiff has purchased the eastern side only and that is the reason why, the eastern side of the schedule property has been shown as Shanmugam and not the plaintiff. Muthammal also did not have previous title deeds, however, the Patta has been standing in the name of Muthammal for the whole of 29 cents. Only because the plaintiff realized that he did not purchase the property in Survey No. 47/3, he rushed to purchase one half of the property from Sakthivel. It was one on the same day, when the 2nd defendant has also purchased the remaining extent of 14½ cents from Sakthivel. So, this will only show that the Kamalammal alone was entitled to 29 cents in old Survey No.68/19 and she alone can execute title deeds in respect of that land in favour of any other party including Muthammal. Kamalammal had passed valid title in favour of Sakthivel in respect of 24 cents, after retaining 5 cents with her. The 2nd defendant had



purchased 14½ cents out of 24 cents sold to Sakthivel, which is clearly on the eastern side. This alone has been purchased in the name of the 2nd defendant. Through Ex.A3, the plaintiff has purchased the remaining 14½ which is clearly on the western side.

20. Had the Trial Court decreed the suit in respect of 'B' schedule property instead of 'A' schedule property, the parties would have got satisfied to some extent. But the Trial Court has decreed the suit in respect of 'A' schedule property and that prompted both the plaintiff and defendants to file their respective First Appeals. But, the First Appellate Court had dismissed the first appeal filed by the plaintiff and allowed the first appeal filed by the defendants even without taking into consideration of Ex.A3 and Ex.B12. Since both the plaintiff and the 2nd defendant derive title in respect of their eastern and western portion only through Ex.A3 and Ex.B12, without any confusion, the oral evidence of the plaintiff and the defendants will not supersede the written recitals of Ex.A3 and Ex.B12. The same analogy cannot be adopted to Ex.A2 and Ex.A3 in view of the reasons that the plaintiff did not produce any document to show that Ex.A1 and Ex.A2 had ever been acted upon and the eastern side of new Survey No. 47/3 had been in possession and



enjoyment of Muthammal and thereafter, Thailammal.

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21. As the plaintiff could not prove that he had acquired title from persons, who had valid title in respect of 15 cents on the eastern side of new Survey No. 47/3, it would have been appropriate for the Courts below to dismiss the relief for the plaintiff in respect of 'A' schedule and granted the relief in respect of B schedule. As the both the plaintiff and the 2nd defendant have purchased portions of property in new Survey No. 47/3 on one and the same day on 19.08.2022 vide Ex.A3 and Ex.B12, both of them are estopped from claiming anything contrary to their own action of purchasing property from a common owner, viz., Kamalammal and Sakthivel.

22. The Courts below ought not to have given significance to the oral evidence without considering the well established position of law prescribed under Sections 91 and 92 of the Indian Evidence Act. Thus, the substantial question of law is answered.

23. In the result, the second appeals are disposed by modifying the relief granted by the First Appellate court and Trial Court in respect of 'B' schedule property instead of 'A' schedule property in A.S. Nos. 80 of 2005



S.A. Nos. 505 and 506 of 2000

and 2 of 2006 and O.S. No. 45 of 2003 respectively. Consequently, the suit is decreed in respect of 'B' schedule property and the suit is dismissed in respect of 'A' schedule property. Consequently, Miscellaneous Petitions are closed.

No costs.

Index : Yes/No

.11.2025

Speaking order : Yes/No

NCC : Yes/No

Maya

To

1. I Additional Sub-Court,
Cuddalore.
2. The Principal District Munsif,
Cuddalore.
3. The Section Officer,
V.R. Section,
High Court, Madras.



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