



SA No. 1226 of 2013

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED : 18-03-2025

CORAM:

The Hon'ble MR.JUSTICE SATHI KUMAR SUKUMARA KURUP

Second Appeal No. 1226 of 2013

and

M.P. Nos. 1 and 2 of 2013

Vanaja Munian

.. Appellant

-Vs-

Bhuvanagiri Town Panchayat,
represented by its Executive Officer,
Bhuvanagiri and Post,
Chidambaram Taluk.

.. Respondent

Second Appeal filed under Section 100 of Civil Procedure Code against the judgment and decree dated 27.06.2013 passed in A.S. No. 31 of 2012 on the file of the Subordinate Judge, Chidambaram reversing the judgment and decree dated 02.08.2012 passed in O.S. No. 10 of 2003 on the file of Principal District Munsif, Chidambaram.

For Appellant

: Mr. S. Giritharan

For Respondent

: Dr. S. Surya

Additional Government Pleader

JUDGMENT

The Second Appeal has been filed against the judgment and decree dated 27.06.2013 passed in A.S. No. 31 of 2012 on the file of the learned Subordinate Judge, Chidambaram reversing the judgment and decree dated



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02.08.2012 passed in O.S. No. 10 of 2003 on the file of learned Principal

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2. The Plaintiff in the suit is the Appellant in this Appeal. He had filed the suit against the Respondent/first Defendant and one other Ravi @ Rajagopalan for a permanent injunction restraining the Defendants, their men, agents and persons claiming under them from in any manner interfering with the Plaintiff's peaceful possession and enjoyment of the suit property and not to evict the Plaintiff from the suit property.

3. According to the Plaintiff, he had purchased suit scheduled property by a registered Sale Deed dated 10.05.2000 and from then on, he is in possession and enjoyment of the same. It is claimed by the Plaintiff that he had constructed a roofed house after getting appropriate approval from the authorities concerned and living there. He also claimed that Electricity Service connection was provided to the building constructed by him and he is enjoying the electricity amenity as well. Further, the Plaintiff has mortgaged the property in question with Tamilnadu Electricity Employees Co-operative Society for construction of the building on 11.10.2000 and based on the loan given to him, he had constructed the roofed RCC building. While so, on



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09.12.2002, the Respondent/first Defendant issued a notice calling upon the Plaintiff to remove the building constructed by him, failing which it will be removed at the cost of the Plaintiff. The Plaintiff issued a reply notice on 18.12.2002. In spite of the reply sent, the officials attached to the first Defendant Town Panchayat are attempting to dispossess the Plaintiff and therefore, he had filed the suit for a bare injunction.

4. On notice, the Defendants filed written statement repudiating the plaint averments. According to the first Defendant, on 06.04.1995, a gift deed was given and registered by the Plaintiff himself in favour of the first Defendant Panchayat. The gift deed was acted upon and a road was laid in the land in Survey No.93/1A1A and the public road was vested with the first Defendant for its maintenance. Subsequently, on 17.04.1995, the Plaintiff made another gift deed to the first Defendant Panchayat and the land covered thereof have been taken possession of by the first Defendant. The lands gifted are being utilised for laying of a road or public park. After gifting the land, the Plaintiff is attempting to alienate those lands, which cannot be permitted. When once gift is given, the land is vested with the first Defendant and the Plaintiff cannot claim ownership of those lands. After giving the land as a gift, the Plaintiff has encroached a part of the public park which is illegal. The



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Plaintiff is therefore not entitled to the relief of injunction as prayed for in the suit. Accordingly, the first Defendant prayed for dismissal of the suit.

5. The second Defendant filed written statement stating that he is a Ward Councillor. That the Plaintiff had encroached the land vested with the first Defendant, meant to be used as park. That the said land forming part of the larger extent of lands was originally owned by one Kaliyamurthy and Alagammai. The said owners while laying out the said land as house site had executed gift deed in respect of certain extent of lands in favour of the first Defendant. That the suit property forms part of the lands gifted to the first Defendant. That this Defendant received complaints from the general public regarding the encroachment made by the Plaintiff. As this Defendant was instrumental in initiating action against the Plaintiff, suit has been laid against this Defendant falsely.

6. Before the trial Court, the Plaintiff examined himself as P.W-1 and marked Ex.A-1 to Ex.A-10. On behalf of the Defendants, the Superintendent working in the first Defendant Town Panchayat was examined as D.W-1 and the second Defendant was examined as D.W-2 and Ex. B-1 to Ex.B-4 were marked. On appreciation of the oral and documentary evidence,



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the trial Court granted a decree in favour of the Plaintiff by observing that the Plaintiff is in possession and enjoyment of the suit scheduled property. The trial Court, by taking note of the notice sent to the Plaintiff under Ex.A-4 concluded that it only shows that the Plaintiff is in possession of the suit scheduled property and accordingly granted a decree for permanent injunction.

7. Aggrieved by the decree and judgment dated 02.08.2012 passed in O.S. No. 10 of 2023, the first Defendant had filed A.S. No. 31 of 2012. The Appellate Court, by the judgment dated 27.06.2013 reversed the Judgment and Decree passed by the trial Court on the ground that under Ex.B-2, the Plaintiff was given permission to construct a building in Plot No.58, but the Plaintiff constructed the building in violation of the approved plan. Under Ex.A-9, while according approval for the plan, certain conditions have been imposed in which it was clearly mentioned that in the event of any violation of the conditions, the Panchayat will remove the unauthorised construction. The Plaintiff violated the provisions in the building Rules and encroached upon the park area. Therefore, the notice under Ex.A-4 was issued to the Plaintiff. Further, the Appellate Court pointed out that the Plaintiff purchased land measuring 1056¼ square feet under Ex.A-1, but the relief is claimed for the full extent of Ex.A-1 and Ex.A-2, which is an unregistered sale agreement.



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The possession of the Plaintiff is not lawful and therefore, the injunction granted by the trial court is liable to be vacated. Accordingly, the first Appellate Court reversed the decree and judgment passed by the trial Court and allowed the Appeal on 27.06.2013.

8. Challenging the judgment and decree dated 27.06.2013 passed in A.S. No. 31 of 2012, the present Second Appeal is filed by the Plaintiff.

9. The learned Counsel for the Appellant submitted that the Plaintiff purchased an approved house site in Bhuvanagiri Town in the layout named as Thillai Nagar which was an approved layout by the CMDA. The Plaintiff obtained loan from the Tamil Nadu Electricity Employee's Co-operative Society by mortgaging the house site to an extent of 1056 1/4 Sq.ft, It is further submitted that the plan for construction of building was approved by the first Defendant Panchayat. It is further submitted that the Appellant herein purchased adjacent land also based on an agreement of sale from his vendor M. Kaliyamurthy, who is the person who had put up layout for housing plots and gifted the plot for public purpose such as park. While so, after putting up construction, the second Defendant with an ulterior motive issued the notice to demolish the construction, on the ground that the construction was made in the



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site donated by the land owner and the land in question is earmarked for Park.

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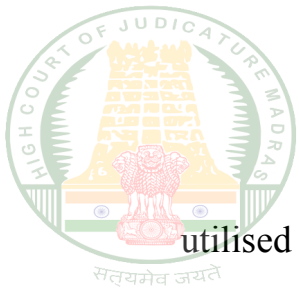
10. The learned Counsel for the Appellant invited attention of this Court to the written Statement filed by the Defendants wherein it is claimed that the Plaintiff himself donated the site, but it is a typeographical error. The Plaintiff is only the purchaser and not a person who put up layout of the housing sites. The learned Counsel for the Appellant also invited the attention of this Court to the evidence of the Plaintiff as P.W-1 and the documents marked on the side of the Plaintiff and also the evidence of Bhuvanagiri Panchayat as D.W-1. In the cross-examination of D.W-1, he admits that in Plot No.58, a different person had put up construction and also admits that the gift deed did not contain correct particulars regarding boundaries or plot numbers. Further, D.W-1 in his evidence claims that the Plaintiff was granted permission to put up construction in Plot No.58. Subsequently in cross-examination, he admits that already there is a construction by a different person in plot No.58 and adds that the Plaintiff had put up construction in the space earmarked for park which is adjacent to Plot No.58. Further, in the cross-examination, he admits that before granting approval to the Plaintiff, the Officers of first Defendant had not inspected the site, where the Plaintiff sought to put up construction. On the basis of appreciation of evidence, the



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learned Principal District Munsif, Chidambaram granted a decree of injunction not to demolish the construction put up by the Plaintiff in the house site that he had purchased, but it was erroneously reversed by the appellate Court. Accordingly, the learned counsel for the Appellant prayed for allowing the appeal by setting aside the judgment and decree passed by the first Appellate Court.

11. Per contra, the learned Additional Government Pleader appearing for the Respondent/first Defendant submitted that under Ex.A-4, notice dated 09.12.2002, the Plaintiff was called upon to demolish the offending construction. Upon receipt of such notice, the Plaintiff submitted a reply dated 18.12.2002. According to the learned Additional Government Pleader the Panchayat had given permission for constructing a house in Plot No.58 in an extent of 1056¼ square feet, but the Plaintiff has sought to restrain the Defendants from interfering with the land measuring 2675 square feet. The Plaintiff is claiming right over the additional extent of land on the basis of an unregistered agreement of sale entered into between the Plaintiff and the land owner Mr.Kaliyamurthy. The land covered in the agreement of sale belongs to the first Defendant Panchayat over which the Plaintiff cannot claim any right. The additional extent of land was gifted by the vendor of the Plaintiff which is



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utilised as a public park. When once a gift is made, the land covered in the gift deed vests with the first Defendant Panchayat absolutely over which the Plaintiff cannot have any right.

12. The learned Additional Government Pleader appearing for the Respondent invited the attention of this Court to the typed set of papers filed by the Appellant in the Second Appeal particularly to the plaint averments and the description of property wherein property is sought to be identified with survey number without giving Plot Number and giving the total extent as 2675 sq.ft. The learned Additional Government Pleader also invited the attention of this Court to the observation of the learned Appellate Court Judge while discussing the evidence available before the trial Court to arrive at a conclusion that the Plaintiff had approached the Court giving out description of the property without giving specific boundaries and also not supported with the documents on which he seeks right over the property. Further, the Plaintiff relied on sale agreement deed alleged to have been obtained from Mr.Kaliyamurthy, vendor. However, to clear the air of controversy, the said Kaliyamurthy was not impleaded as a party in the suit or examined as a witness on the side of the Plaintiff. It is the said Kaliyamurthy who had gifted the lands in favour of the first Defendant Panchayat, while so, the Plaintiff

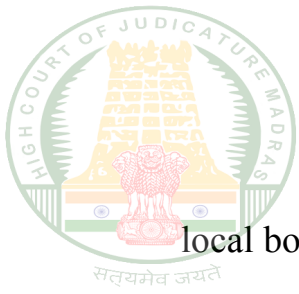


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ought to have examined his vendor as a witness on his side, but he failed to do

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13. The learned Additional Government Pleader for the Respondent invited the attention of this Court to the observation of the learned first Appellate Court Judge in A.S.No.31 of 2012 dated 27.06.2013 in paragraph 13 and admissions made by the Plaintiff as P.W-1 in his cross examination regarding the sale agreement deed obtained from one Kaliyamurthy, vendor of the Plaintiff. In the agreement of sale, the property has been identified as southern side of the land belonging to Plaintiff without the survey number. Thus, the Plaintiff had not approached the Court with proper details of his case which was rightly pointed out by the first appellate Court. In fact, an advocate commissioner was appointed by the trial court and when he inspected the property after issuing due notice, objections were raised for inspecting the property on the ground that an application for removal of the counsel for the Plaintiff is pending consideration before the Court. Ultimately, the advocate commissioner did not measure the house of the Plaintiff and the cattle shed, since the Plaintiff restrained the advocate commissioner from inspecting them. However, the advocate commissioner identified the property in dispute as the southern side of plot No.58, which is part of the suit property gifted to the



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local body by the developer of the plots.

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14. The learned Additional Government Pleader for the Respondent also invited the attention of this Court to the proceedings of the local body wherein the Plaintiff was sanctioned plan for putting up construction of house in which the Plot number had not been stated. Whereas the property is part of the property that was gifted to the local body for public purpose as park for which the Plaintiff had sought relief by filing this suit. The learned District Munsif had not considered those facts while appreciating the evidence and thereby mechanically granted a decree in favour of the Plaintiff in O.S.No.10 of 2003, whereas the learned Sub Judge, Chidambaram on re-appreciation of evidence found out that the Plaintiff is attempting to get declaration of title to the property beyond the property which he had purchased by encroaching part of the public property gifted to the local body for public purpose as park. Therefore the learned first Appellate Judge had rightly set aside the decree in favour of the Plaintiff. The judgment of the learned Sub Judge, Chidambaram in A.S.No.31 of 2012 dated 27.06.2013 is a well reasoned judgment and does not warrant interference. Therefore the learned Additional Government Pleader appearing for the Respondent prayed for dismissal of the present Second Appeal by confirming the judgment and decree of the first Appellate



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15. On 05.07.2024, when the Second Appeal was listed for admission, the following substantial questions of law were framed for consideration and they are:-

i) Whether the first Defendant is estopped from issuing Exhibit.A-4 for demolition of building for which the approval was granted by the first Defendant?

ii) Whether the first Appellate Court failed to draw adverse inference against the first Defendant for not producing relevant files regarding the construction of the house?

16. Heard the learned counsel for the Appellant and the learned Additional Government Pleader for the Respondent. Perused the plaint, written statement of the Defendants, copy of the Sale Deed executed by Kaliyamurthy and Alagammai in favour of Plaintiff marked as Ex.A-1 and the sale agreement in the name of the Plaintiff for purchase of 1625 sq.ft, of vacant site which was marked as Ex.A-2.

17. The Plaintiff has filed the present suit under Appeal for bare injunction. It is the Plaintiff's case that he purchased the suit property under Ex.A-1 and mortgaged the said property, obtained loan and constructed a RCC roofed structure after obtaining planning approval under Ex.A-9. The Plaintiff



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even performed Grihapravesam under Ex.A-3 and residing thereon since then.

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That the first Defendant issued Ex.A-4 notice calling upon the Plaintiff to quit and deliver the building as it is constructed on encroached land meant for public purpose as park as the said land is vested with the Panchayat by virtue of the gift deed executed by the land owner in favour of the first Defendant Panchayat under Ex.B-3. That therefore, the Plaintiff had sought bare injunction. The plaint pleadings are bereft of any particulars.

18. On perusal of Ex.A-1 it is seen that 1056.25 sq. ft. of land is conveyed to the Plaintiff whose boundary is given as North of park, South of Plot No.58, East of 22 ft. road, West of Vadigal Kanni. However, on perusal of planning permission under Ex.B-4 it is seen that permission has been given to construct building in Plot No.58 measuring an extent of 1056.25 sq.ft.

19. In the suit schedule, the suit property has been given as measuring 2675 sq. ft. There are no pleadings in the plaint as to how the Plaintiff, who had purchased 1056.25 sq. ft. is claiming injunction for 2675 sq.ft. of property. There is no mention of any sale agreement in the plaint. However, during evidence, the Plaintiff had chosen to mark Ex.A-2 sale agreement dated 07.12.2002 entered into with Kaliyamurthy for purchase of 1625 sq. ft. of



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vacant land. It is settled principle of law that any amount of evidence in the absence of pleadings is inadmissible in law. Therefore, the Plaintiff is not entitled to the relief of permanent injunction in respect of suit scheduled property measuring an extent of 2675 sq. ft. as the Plaintiff has only pleaded that he is the owner of 1056.25 sq. ft. of land and filed documents in support thereof.

20. On consideration of the rival submissions, it is found that the Plaintiff had sought permanent injunction against the first Defendant, Town Panchayat, Bhuvanagiri, represented by its Executive Officer. The Plaintiff had purchased the property under Ex.A-1 Sale Deed dated 10.05.2000 relating to land measuring 1056¼ sq.ft of vacant site. The Plaintiff during his evidence states that he had entered into sale agreement under Ex.A-2 dated 07.12.2002 with the owner of the lands Kaliyamurthy for an extent of 1625 sq. ft. who had laid out the plots converting the agricultural lands into house sites. It appears that the said land forms part of the lands for which he had executed a gift deed in favour of Bhuvanagiri Town Panchayat for common purpose. As per the Town and Country Planning Act, those who convert lands into housing sites has to develop roads for accessibility to the owners of the houses and for every 100 house sites, one plot or sufficient space has to be gifted to the local body



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for common use of the residents of the area either as park or as playground or burial ground, primary health centre, recreational clubs, temple etc., Therefore the persons who convert lands into house sites are duty bound to execute such gift to the local body as a condition precedent for approval of the plots. In this case, the said Kaliyamurthy is a developer of the layout by name Thillai Nagar. He had gifted certain lands, however, after gifting several lands, he had entered into a sale agreement with the Plaintiff under Ex.A-2 dated 07.12.2002. Therefore the site for which demolition notice was given is to be treated as a land, owned by the Bhuvanagiri Town Panchayat and not Kaliyamurthy or the Plaintiff. The Plaintiff is entitled to maintain a suit for injunction only with regard to the property under Ex.A-1 within the specific boundaries mentioned under Ex.A-1 which is a registered Sale Deed. By filing this suit, he had attempted to seek injunction against the lands vested with local body. After gifting the property to the local body, Kaliyamurthy cannot enter into sale agreement with the Plaintiff, in this case, for land measuring 1625 sq.ft., of vacant site which is part of the property gifted to the Bhuvanagiri Town Panchayat adjoining Plot No.58.

21. When the suit was pending before the learned Principal District Munsif, the Defendants in this case had taken out a petition for appointment of



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Advocate Commissioner to make a local inspection and file a report regarding physical features of the property. When the Advocate Commissioner went to the property in dispute to make local inspection, to measure the property and find out the physical features, the Plaintiff objected to the visit of the Advocate Commissioner which is recorded under Ex.C-1 and Ex.C-2/Report of the Advocate Commissioner. This shows the conduct of the Plaintiff to prevent an officer of the court to measure the property as per the warrant issued to him. While so, the Plaintiff has no right in seeking discretionary relief of injunction from the Court. The Plaintiff is duty bound to obey the Court proceedings and to respect the Court proceedings. As part of the Court proceedings, when the Advocate Commissioner visited the property, the Plaintiff objected to the visit of the local inspection. This only indicates that the Plaintiff has something to hide from the Court and that is why he had objected to the visit of the Advocate Commissioner when he visited for legal inspection. Anyhow the Advocate Commissioner has filed his report and plan under Ex.C-1 and Ex.C2 before the trial court.

22. On perusal of Ex.C-2, it is found that the land is abutting Plot No.58. The evidence of the Plaintiff in cross examination shows that he is in enjoyment of the property adjoining Plot No.58 and he seeks injunction only



for that property. Cleverly the Plaintiff had entered into sale agreement with Kaliyamurthy who is restrained from entering into such sale agreement, after having gifted the property to Bhuvanagiri Town Panchayat as per the Town and Country Planning Act. The said Kaliyamurthy had obtained approval for the entire layout by name Thillai Nagar from the Director of Town and Country planning. After gifting the property to the local body, the donor is estopped from creating encumbrances in the property that he had already gifted to the Bhuvanagiri town Panchayat. That is the reason why till this date, the sale agreement under Ex.A-2 dated 07.12.2002 has not culminated into that of a Sale Deed. In any event, a sale agreement will not confer any right to the Plaintiff unless the sale is completed. The Plaintiff as a party to such illegal act, cannot seek the discretionary relief of injunction for his immoral and illegal conduct.

23. It is needless to mention that the averments in the plaint will hold good only to protect the Plaintiff's right to the property that he had purchased through proper registered Sale Deed under Ex.A-1 with area of 1056 ¼ sq.ft with specific boundaries as found in Ex.A-1. He had however enclosed the southern portion of house site in Plot 58 under Ex.A-2 and put up construction which cannot at all be legalised by this Court. The Plaintiff by filing this suit is attempting to get an order from the Court for the property to which he has no



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24. On perusal of the plaint, it is found that the four side boundaries and Plot number wantonly were not provided in the plaint. That shows the Plaintiff had not approached the Court with clean hands. A person who had not approached the Court with clean hands cannot seek discretionary relief of permanent injunction against the lawful conduct of the Government and local body. The evidence of the Plaintiff is found that he is burking the truth from the Court. The learned Principal District Munsif failed to consider those facts while granting injunction against the Defendants as per judgment dated 02.08.2012 in O.S.No.10 of 2003. On re-appraisal of the evidence before the trial Court, the learned Sub Judge, Chidambaram had properly appreciated the evidence in proper perspective. In paragraph 13 and 14 of the judgment in Appeal Suit No.31 of 2012 the Appellate Court clearly found out that the Plaintiff had approached the Court by clubbing the lands under Ex.A-1 and Ex.A-2 to show as if he is the owner of the total area of 2675 sq.ft that is beyond what he is legally entitled under Ex.A-1 registered Sale Deed. Therefore the Plaintiff cannot seek protection by grant of decree for injunction. If at all the approval is granted, it is to be granted with the specific boundaries under Ex.A-1 and not to the encroached portion under Ex.A-2. The so called sale agreement entered into with the developer Kaliyamurthy under Ex.A-2 by

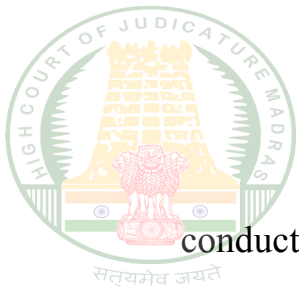


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the Plaintiff is an illegal contract which cannot be enforced. Kaliyamurthy, the person who had entered into sale agreement was not impleaded as a party in the suit. He was also not examined as a witness during trial. This shows the Plaintiff is a colluding party with Kaliyamurthy for illegal gain. By encroaching part of the property that was gifted to the Bhuvanagiri town Panchayat the Plaintiff has no right to seek for injunction.

25. As rightly pointed out by the learned Additional Government Pleader for the Respondent, the Plaintiff has not approached the Court with clean hands. He had cleverly suppressed the details of the property in the schedule of property by giving various survey numbers and not identifying the property clearly with specific boundaries. The evidence of the Plaintiff is not in consonance with the pleadings in the plaint. The Plaintiff cannot claim that having granted building approval, the conduct of the first Defendant, local body in issuing notice calling for demolition of the superstructure put up by the Plaintiff attracts the principle of Estoppel. If what had been argued by the learned Counsel for the Appellant is accepted, then in all cases, the encroachers will be seeking the discretionary relief of injunction for the illegalities committed by them. They should be aware that laws of this country are for the common benefit of all its citizens. Some mischievous citizens may violate and approach the Court with ulterior motive to justify their illegal



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conduct. For those persons, the Court cannot grant discretionary relief of injunction. The Specific Relief Act is clear regarding grant of discretionary relief to the parties who approach the Court with correct particulars and those who violate the laws cannot seek protection of the laws. The local body is empowered to grant building approval if it is within the confines of law. After having obtained the approval, the conduct of the Plaintiff in attempting to encroach the part of the property vested with the local body is illegal. The Plaintiff is seeking indulgence of this Court as though the issuance of Ex.A-4 attracts the principle of estoppel because the local body already granted an approval. This cannot be accepted because the approval was granted for the property covered under Ex.A-1. The judgment of the Appellate Court is found proper as per the discussions in paragraph Nos. 13 and 14 of the judgment. Therefore the judgment of dismissal of the suit for injunction by the first Appellate Court is found proper and it does not warrant any interference by this Court. Both the substantial questions of law raised in this appeal are answered against the Appellant.

26. In the light of the above discussions, the first Defendant is not estopped from issuing Ex.A-4 for demolition of building for which the approval was granted by the first Defendant, since the approval was granted only for construction in the approved plot and not for construction over the



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encroachment in the site reserved for public purpose by the Local Body. The Appellant herein had encroached on the vacant site mentioned for public purpose by the Local Body and put up construction. Therefore, the first Defendant is not estopped from issuing Ex.A-4 for demolition of building put up in the encroached portion violating building plan approval. **The Substantial Question of law-1 is answered against the Plaintiff and in favour of the first Defendant.**

27. In the light of the above discussion, the first Appellate Court had not failed to draw adverse inference against the first Defendant for not producing relevant files regarding grant of approval for construction of house. It is clearly made out in the evidence that the Plaintiff had encroached on the vacant site for which he has no right. For this, the documents of the first Defendant is not at all necessary. The plaint itself indicates that the Plaintiff had encroached. When the Plaintiff had purchased the property under Ex.A-1, he had attempted to seek injunction by producing a document as sale agreement for 1625 sq. ft. which is nothing but an encroachment on the property belonging to the local body. Therefore, the first Appellate Court had not failed to draw adverse inference against the first Defendant for not producing relevant files regarding grant of approval for construction of house



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by seeking to produce the relevant files, the Plaintiff will not succeed the Plaintiff had to stand or fall on the strength of his own case and not by picking holes in the evidence of the Defendant. **The Substantial Question of law-2 is answered against the Plaintiff and in favour of the first Defendant.**

28. The judgment and decree dated 27.06.2013 passed in A.S. No. 31 of 2012 on the file of the learned Subordinate Judge, Chidambaram reversing the judgment and decree dated 02.08.2012 passed in O.S. No. 10 of 2003 on the file of the learned Principal District Munsif, Chidambaram is found proper.

In the result, **this Second Appeal is dismissed.** The judgment and decree dated 27.06.2013 passed in A.S. No. 31 of 2012 on the file of the learned Subordinate Judge, Chidambaram reversing the judgment and decree dated 02.08.2012 passed in O.S. No. 10 of 2003 on the file of the learned Principal District Munsif, Chidambaram is confirmed. No costs. Consequently, connected miscellaneous petitions are closed.

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Internet : Yes/No

Index : Yes/No

Speaking/Non-speaking order



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To

1. The Subordinate Judge,
Chidambaram.
2. The Principal District Munsif,
Chidambaram.
3. The Section Officer,
Vernacular Record Section,
Madras High Court,
Chennai – 600 104.



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SATHI KUMAR SUKUMARA KURUP, J

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Judgment in
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