



S.A.No.672 of 2021

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on	20.08.2025
Pronounced on	14.11.2025

CORAM

THE HONOURABLE MRS.JUSTICE K.GOVINDARAJAN THILAKAVADI

S.A.No.672 of 2021 and
C.M.P. No.13496 of 2021

G. Ramesh

...Appellant

Vs.

E. Tamil Thendral

...Respondent

Prayer : Second Appeal filed under Section 100 CPC, 1908 against the judgment and decree dated 05.03.2021 passed in A.S. No.16 of 2018, on the file of the Subordinate Court, Vaniyambadi, Vellore District, confirming the Judgment and decree dated 04.07.2018 passed in O.S.No.137 of 2015, on the file of the District Munsif Court, Vaniyambadi.



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WEB COPY For Appellant : Mr. K. Umar

For Respondent : Mr.PA. Sudesh Kumar
for M/s. Sun Associates

JUDGMENT

In this Second Appeal, the judgment and decree dated 05.03.2021 passed in A.S. No.16 of 2018, on the file of the Subordinate Court, Vaniyambadi, Vellore District, confirming the Judgment and decree dated 04.07.2018 passed in O.S.No.137 of 2015, on the file of the District Munsif Court, Vaniyambadi.

2. The appellant/defendant who lost his case before the courts below, is the appellant herein. The respondent/plaintiff has filed a suit in O.S. No.137/2015 on the file of District Munsif, Vaniyampadi for permanent injunction as against the defendant from damaging or putting up construction over the suit property without the permission of the plaintiff.

3. For the sake of convenience, the parties are referred to as per



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4. The case of the plaintiff in the above suit is that one Thahir Ahmed Sahib and his wife Ashrafunisa Begum jointly purchased the suit property vide sale deed dated 16.08.1982 and were in joint possession and enjoyment over the said property by paying property tax to the Vaniyambadi Municipality. The defendant was a tenant under them whose tenancy was terminated from 30.07.2015. On 15.07.2015, the plaintiff purchased the suit property and took possession of the same on the same day. From 01.08.2015 onwards, the defendant became a tenant under the plaintiff for a monthly rent of Rs.4,000/- by virtue of oral tenancy agreement. The plaintiff is paying property tax for the suit property. While so, the defendant demolished the wall on the western side of the suit property and started constructing a new wall without the permission of the plaintiff. Hence, the plaintiff was constrained to file the above suit for injunction.



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5. The claim of the plaintiff was resisted by the defendant by stating that the plaintiff do not have any right or interest in the suit property. There is no landlord tenant relationship between the plaintiff and the defendant. The defendant had paid advance money to Thahir Ahmed on various dates and the said Thahir Ahmed demanded further advance of Rs.5,00,000/- on 10.06.2015 and threatened him to vacate. Hence, the defendant filed a suit in O.S. No.113/2015 and obtained an order of injunction against the said Thahir Ahmed and the plaintiff. By stating that there is no cause of action in the present suit, prayed for dismissal of the suit.

6. The trial court, after analysing the oral and documentary evidence, decreed the suit in favour of the plaintiff, against which the defendant preferred an appeal in A.S. No.16/2018 before the Sub Court, Vaniyambadi and the same was also dismissed. Challenging the same, the present Second Appeal has been preferred by the defendant.



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7. The second Appeal has been admitted on the following substantial questions of law:

- a) *Whether the suit filed by the plaintiff is maintainable, where the plaintiff had purchased the vacant land through Ex.A3 and evaded the stamp duty and registration fee by suppressing the existence of superstructure and seeking the relief for superstructure?*
- b) *Whether the plaintiff is entitled to get the decree for a the equitable relief of permanent injunction, when there is a finding by the appellate court that the plaintiff had evaded stamp duty and registration fees?*
- c) *Whether the courts below are right in decreeing the suit without framing an issue and rendering a finding that the plaintiff had proved the existence of landlord tenant relationship, when the defendant had taken a specific stand that he is not the tenant of the plaintiff?"*



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8. The learned counsel for the appellant / defendant submits that the plaintiff / respondent failed to establish the jural relationship between the plaintiff and the defendant as landlord and tenant. The first appellate court having rendered a finding that the plaintiff has suppressed the availability of building in Ex.A3 sale deed in order to evade the payment of stamp duty and registration charges ought not to have granted the relief of injunction in favour of the plaintiff which resulted in miscarriage of justice. He would further submit that the sale deed under Ex.A3 is inadmissible in evidence for want of payment of stamp duty and registration and that Ex.A3 sale deed is only a sham transaction. His further submission is that there is nothing on record to show that the defendant had demolished the western wall as mentioned in the plaint. His further contention is that, the respondent plaintiff ought to have approached the Rent Control Court that has exclusive jurisdiction to entertain the suit. Therefore, the decree passed by the Civil Court, having no jurisdiction, it is nullity. To support his contentions, he has relied on the following decisions of the Hon'ble



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Supreme Court.

- 1. Sushil Kumar Mehta vs. Gobind Ram Bohra (dead) through his Lrs. reported in (1990) 1 SCC 193**
- 2. Vidya Dhar and Others vs. Multi Screen Media Private Limited reported in (2013) 10 SCC 145.**

Hence prayed for setting aside the judgment and decree passed by the courts below.

9. On the other hand, the learned counsel for the respondent / plaintiff submits that the suit property was purchased by the plaintiff under Ex.A3 dated 15.07.2015 and took possession of the property on the same day. The defendant was inducted as a tenant under the plaintiff from 01.08.2015 for a monthly rent of Rs.4,000/-. While so, the defendant without the permission of the plaintiff demolished the western side wall of the suit property and started constructing a new wall which compelled the plaintiff to file the above suit. The courts below after appreciating the



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materials on record rightly decreed the suit in favour of the plaintiff which warrants any interference by this Court.

10. Heard on both sides. Records perused.

11. The first and foremost contention of the appellant / defendant is that in Ex.A3 sale deed, the existence of the superstructure was suppressed and therefore, the plaintiff cannot claim any right over the suit property under Ex.A3 sale deed which requires stamp duty and registration. It is not in dispute that in Ex.A3 sale deed the existence of the superstructure is not mentioned. However, the existence of the building in the suit property is not denied by the defendant. In fact, in RCOP 31/2015 filed by the defendant for depositing the monthly rent by invoking provision of Section 8(5) of Tamil Nadu Buildings (Lease and Rent Control) Act 1960, admitted the plaintiff's vendor as landlord and that he is a tenant under him. The defendant had also filed a suit in O.S. No.113/2015 against Thahir Ahmed Sahib, not to evict him from the petition premises without



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due process of law. Now it has to be seen whether the suppression of the existence of the superstructure in the suit property can be questioned by the defendant. The defendant's case is that the plaintiff is not having any right over the suit property by virtue of Ex.A3 sale deed dated 15.07.2015. As rightly pointed out by the trial court, the defendant has no *locus standi* to dispute the sale transaction between Thahir Ahmed Sahib and the plaintiff and that the defendant is liable to accept the plaintiff as owner after receiving the notice from the erstwhile owner under Ex.B1 which was marked in RCOP No.31/2015, directing the defendant to pay the rent to the plaintiff. The defendant cannot question the validity of the sale deed in favour of the plaintiff for not mentioning the existence of the superstructure. In the above suit, the dispute is only with regard to the alleged constructions made by the defendant without the permission of the plaintiff. The first appellate court has categorically held that the report and photographs marked as Ex.C1 and Ex.C2 clearly indicates about the new wall constructed with hallow bricks. The defendant failed to establish that with prior permission from the plaintiff or from his previous owner he had



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made the above constructions. The tenant's ability to question the landlord's title, including the specifics of a sale deed, is generally very limited due to the principle of estoppel under Section 116 of the Indian Evidence Act. A tenant cannot challenge the validity of a registered sale deed between the previous landlord and the new owner. The tenant's right is to occupy the property as per the existing lease agreement, not to question the landlord's title or the details of the sale transaction. The specific issue of the sale deed 'not showing the building' (presumably an omission or an error in the property description) is unlikely to give the tenant legal standing to invalidate the sale. The tenancy continues under the new owner by operation of law (Section 109 of the Transfer of Property Act), and the new owner 'steps into the shoes' of the old landlord. Under Section 116 of the Indian Evidence Act, a tenant is generally 'estopped' or barred from denying the landlord's title during the continuance of their tenancy. A tenant can only challenge the sale deed under very specific, limited circumstances which generally relate to defects in the transfer itself, on standard legal ground such as fraud, coercion,



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forgery, if the seller had no legal title to transfer and not usually the property description. Moreover, while an error in the property description might be a ground for the buyer or seller to seek rectification deed or challenge the sale in certain scenarios, it generally would not give the tenant a right to question the entire transactions validity, unless it is part of a larger claim of fraud that affects their specific, pre-existing legal rights, e.g. if the sale deed fraudulently excluded the tenanted building to facilitate an illegal eviction which is not found in the present case. Therefore, the new owner sale deed having a potentially incomplete description of the property is unlikely to be a valid ground for a tenant to question the fundamental change of ownership or avoid their obligations as a tenant to the new landlord. The respondent/plaintiff has filed the above suit for permanent injunction restraining the appellant/defendant by putting up any construction in the suit property without the permission of the respondent/plaintiff. The above relief can only be granted by a Civil Court. Hence, the contention made by the appellant/defendant that the Civil Court has no jurisdiction to entertain the above suit is unsustainable. The courts



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below after considering the above facts and circumstances of the case rightly granted the relief in favour of the plaintiff.

12. In view of the above said discussion, this Court is of the considered view that the judgment and decree passed by the courts below are perfectly valid and no interference is warranted. Hence, the Second Appeal fails and the same is dismissed. The judgment and decree dated 05.03.2021 passed in A.S. No.16 of 2018, on the file of the Subordinate Court, Vaniyambadi, Vellore District, confirming the Judgment and decree dated 04.07.2018 passed in O.S.No.137 of 2015, on the file of the District Munsif Court, Vaniyambadi, is upheld. No costs. Consequently, connected Civil Miscellaneous Petition is closed.

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Index: Yes/No
Internet: Yes/No
Speaking/Non-Speaking order

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To

1. The Subordinate Court, Vaniyambadi, Vellore District.
2. The District Munsif Court, Vaniyambadi
3. The Section Officer, VR Section, High Court, Madras.



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K.GOVINDARAJAN THILAKAVADI,J
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Pre delivery Judgment in
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