



IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 11.06.2025

PRONOUNCED ON: 18.07.2025

CORAM

THE HONOURABLE MR JUSTICE C.V. KARTHIKEYAN

C.S No. 766 of 2013

1. Tmt.Lakshmi Ammal (Deceased)
2.M.Krishnan
3.M.Gajendran
(Plaintiffs 2 & 3 are brought on record
as legal heirs of the deceased 1st
plaintiff as per order dated 18.01.2012
in A.No.2809 of 2011)

4.K.Anjali
5.Rani.S
6.Renuka Devi
7.Ambika
(Defendants 9, 12 to 14 are transposed
as plaintiffs 4 to 7 as per order dated
28.08.2024 in A.No.3587 of 2024)

Plaintiff(s)

Vs

1. K.G.Kokila
2.K.V.Gopal
3.N.Sriramulu
4.Suriya Kumari



5.Sasi

6.Veeraragavan

7.Sri Lakshmi Ranganathan

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8.Punjab National Bank Housing Finance Ltd.

Rep. by its Branch Manager,

No.14, Sudharshan Building,

3rd Floor, Whites Rd. Royapettah, Chennai -14.

9.K.Anjali (Transposed as plaintiff No.4)

10.V.Shanthi

11.P.Meena

Defendants 9, 10 & 11 are impleaded as per order
dated 04.07.2012 in A.No.1474 of 2012.

12.Rani (Transposed as plaintiff No.5)

13.Renuka Devi (Transposed as plaintiff No.6)

14.Ambika (Transposed as plaintiff No.7)

Defendant(s)

Defendants 9, 12, 13 & 14 are transposed as plaintiffs
as per order dated 28.08.2024 in A.No.3587 of 2024.

PRAYER:

This Civil Suit is filed under Order VII Rule 1 of CPC and read with Order IV Rule 1 of Original Side Rules, 1956 prayed for a judgment and decree against the Defendants:

(a).to permit the plaintiff to sue as an indigent person.

(b).Cancelling the sale deed dated 24.03.2005 executed by the 1st defendant under power in favour of the 3rd defendant and registered as Document No.2447 of 2005 at SRO, Sembium for the property more fully described in Schedule – A hereunder as Null and Void and not binding on the plaintiff.



(c).Cancelling the sale deed dated 24.03.2005 executed by the 1st defendant under power in favour of the 4th defendant and registered as Document No.2448 of 2005 at SRO, Sembium for the property more fully described in Schedules – B hereunder as null and void and not binding on the plaintiff.

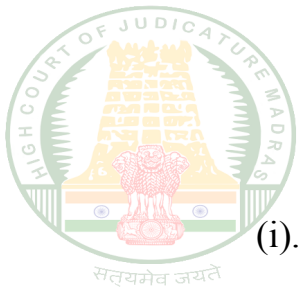
(d).Cancelling the sale deed dated 24.03.2005 executed by the 1st defendant under power in favour of the 5th defendant and registered as Document No.2449 of 2005 at SRO, Sembium for the property more fully described in Schedules – C hereunder as null and void and not binding on the plaintiff.

(e).Declaring the cancellation of power of attorney done by the plaintiff by way of the registered deed of the cancellation of power of attorney dated 07.04.2005 executed by the plaintiff and registered as Document No.983 of 2005 at SRO, Sembium, cancelling the power of attorney dated 29.02.2001 executed by the plaintiff in favour of the 1st defendant and registered as document No.324/01 at SRO, Sembium, for the properties more fully described in the schedules here under as valid.

(f).Cancelling the sale deed dated 10.01.2008 executed by the 6th defendant the power of attorney of 4th defendant in favour of the 7th defendant and registered as document No.198 of 2008 at SRO, Sembium for partition of the property described in Schedule – C here under as Null and Void and not binding on the plaintiff.

(g).Directing the defendants to handover the possession of the suit schedule mentioned properties to the plaintiff, in default to pay Rs.90,00,000/- (Ninety Lakhs) with interest at 24% from 24.03.2005 till the date of payment.

(h).Granting a permanent injunction restraining the defendants, their henchmen, servants and anyone acting on their behalf from in any way alienating the suit schedule mentioned properties or any part or parcel of the property thereof to or in favour of anyone or any third party.



(i).Awarding the costs of the suit.

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For Plaintiff(s): K.S.Ilangovan
For M/s.Achari and Antoni
Associates

For Defendants: Set – Exparte

JUDGMENT

The suit had been filed seeking cancellation of sale deed dated 24.03.2005 executed by the 1st defendant as power of attorney agent in favour of the 3rd defendant and registered as Document No.2447 of 2005 in the Sub Registrar Office, Sembiam and for cancelling yet another sale deed again dated 24.03.2005 executed by the 1st defendant as power of attorney agent in favour of the 4th defendant and registered as Document No.2448 of 2005 in the Sub Registrar Office, Sembiam and for cancelling yet another sale deed again dated 24.03.2005 executed by the 1st defendant as power of attorney agent in favour of the 5th defendant and registered as Document No.2449 of 2005 in the Sub Registrar Office, Sembiam and for a declaration that the cancellation of power of attorney by the plaintiffs by way of Document No.983 of 2005 dated 07.04.2005 and registered in the Sub Registrar Office, Sembiam cancelling



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the power of attorney dated 29.02.2001 executed by the plaintiffs in favour of the 1st defendant which was registered as Document No.324 of 2001 in the Sub Registrar as valid and to cancel sale deed dated 10.01.2008 executed by the 6th defendant as power of attorney agent of the 4th defendant in favour of the 7th defendant and registered as Document No.198 of 2008 in the Sub Registrar Office, Sembiam and to direct the defendants to handover possession of the suit schedule properties to the plaintiff and in default to pay a sum of Rs.90/- Lakhs together with interest at 24% from 24.03.2005 till the date of payment and to grant permanent injunction restraining defendants from alienating the suit property and for costs of the suit.

2. There are three properties described as Schedule A, B and C in the schedule to the plaint. Schedule A is land bearing Plot Nos.A, B and C in Survey No.18/01 at Annai Velankanni Nagar Extension, Chennai – 600 051 totally measuring 6582 Sq.ft. Schedule B is land in Plot Nos.D and E again in Survey No.18/1, Annai Vellankanni Nagar Extension, Chennai – 600 051 measuring about 4425 sq.ft. Schedule C is land in Plot Nos.F and G also in



Survey No.18/01 in Annai Vellankanni Nagar Extension, Chennai – 600 051

measuring 4993 sq.ft.

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3. During the pendency of the suit, the plaintiff died and her legal representatives had been brought on record. Subsequently, 9th, 12th, 13th and 14th defendants were transposed as 4th, 5th, 6th and 7th plaintiffs by order dated 28.08.2024 in A.No.3587 of 2024.

4. In the plaint, it had been contended that the 1st plaintiff was the exclusive owner of the properties described in the schedule which totally measured 74 cents. This had been purchased by her father Govindaraj by a registered sale deed dated 05.08.1933 registered as Document No.1245 of 1933. After the death of the parents, the 1st plaintiff and her brother, Parthasarathy, were in joint possession and enjoyment of the total property. Thereafter, on the death of the brother, his wife Jagathambal and 1st plaintiff were in joint possession and enjoyment.



5.The 1st plaintiff filed C.S.No.229 of 1989 against Jagathambal claiming 1/2 share of the total property and a judgment was passed on 09.01.1997 decreeing the suit. The 1st plaintiff therefore claims that she is the owner of the 37 cents out of the total area of 74 cents. Separate patta had also been issued in the name of the 1st plaintiff. The 1st plaintiff was residing in the property along with her sons and daughters. Subsequently, she had taken a decision to sell the suit scheduled properties. Her daughter introduced the 1st and 2nd defendants to assist in selling the suit schedule properties. On 09.11.2000, the 1st plaintiff along with the sons and daughters had entered into an Agreement of Sale with the 2nd defendant for the suit schedule properties. The 2nd defendant had paid a sum of Rs.2,00,000/- out of total sale consideration of Rs.12,95,000/-. It was agreed that the balance sale consideration would be paid at the time of registration of the sale deed. Thereafter, further advance was paid to the daughter of the 1st plaintiff and 1st plaintiff to a sum of Rs.3,00,000/- in two separate instalments on 11.11.2000 and 15.11.2000. The total advance of Rs.5,00,000/- were shared by the sons and daughters of the 1st plaintiff. The 1st plaintiff had not received any consideration.



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6.The 1st plaintiff again wanted to sell the property. The 2nd defendant again approached her and sought that the 1st plaintiff may grant power of attorney in favour of the 1st defendant, so that the properties could be sold to third parties for a higher consideration. The 1st plaintiff along with the sons and daughters had executed a power of attorney in favour 1st defendant on 22.02.2001.

7.The 1st plaintiff sought information as to the status of the properties but the 2nd defendant gave evasive responses. The 1st plaintiff then sought to cancel the power of attorney and approached the 1st and 2nd defendants on 22.03.2005 expressing that intention. However, the 1st and 2nd defendants stated that the properties could be sold for a total sum of Rs.90,00,000/- and trusting those words, the 1st plaintiff came back with hope. But however, since the 1st and 2nd defendants did not give any further information, the 1st plaintiff issued a notice on 28.03.2005 informing them about her intention to cancel the power of attorney and also cancelled the power of attorney by a registered cancellation deed dated 07.04.2005. The 1st plaintiff then received a reply on



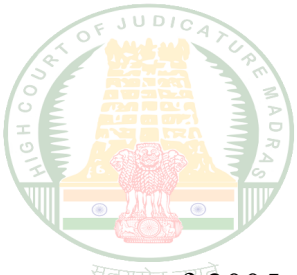
04.04.2005 and another reply on 05.04.2005 from the 1st and 2nd defendants

informing that the lands had already been transferred to third parties.

8.The 1st plaintiff contended that the properties had been sold for very low consideration. The 3rd, 4th and 5th defendants who had purchased the properties are close relatives of the 1st and 2nd defendants and it is therefore contended that they had colluded to cheat the 1st plaintiff.

9.There was an attempt to dispossess the 1st plaintiff, necessitating the 1st plaintiff to file O.S.No.3154 of 2005 before the XIV Assistant City Civil Court, Chennai, seeking permanent injunction restraining the 1st and 2nd defendants from interfering with the peaceful possession and enjoyment of the property by the 1st plaintiff. However, interim injunction was not granted and the 1st plaintiff was dispossessed from the suit properties.

10.It is contended that there was a further sale effected in favour of the 7th defendant who is also a relative of the 1st to 6th defendants. It had been further stated that a construction had been put up in the suit property.



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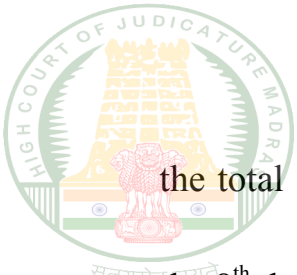
11. In view of the fact that in the written statement in O.S.No.3154 of 2005, the defendants had disclosed about the details of the sale deed, the present suit had been filed seeking cancellation of the sale deeds and to affirm the cancellation of the power of attorney. In the meanwhile, the 1st plaintiff had died and her two sons were impleaded as 2nd and 3rd plaintiffs.

12. The 2nd defendant had filed a written statement denying the allegations. It had been contended by the 1st defendant that since the 2nd and 3rd plaintiffs did not take care of their mother, she had entered into agreement of sale with the 2nd defendants on 09.11.2000 for sale of the suit properties for a sum of Rs.12,95,000/-. It had been contended that after receiving the entire sale consideration, the 1st plaintiff and her sons and daughters executed an irrevocable power of attorney on 22.02.2001 registered as Document No.324 of 2001 in the office of the Sub-Registrar, Sembiam. The 2nd defendant denied that he had paid only a sum of Rs.5,00,000/- and that a sum of Rs.7,95,000/- had not paid towards the sale consideration.



13.It had been further contended that the 1st plaintiff had pleaded contrary facts in her plaint in O.S.No.3154 of 2005. It had been reiterated that the total sale consideration was only Rs.12,95,000/- and the entire consideration had been paid and an irrevocable power of attorney had been executed by the plaintiffs in favour of the 1st defendant. It had been further stated that in pursuance of the power of attorney, the 1st defendant had sold the properties to the 3rd, 4th and 5th defendants. It had been asserted that the sale deed had been valuably executed and registered and had been acted upon. The allegation that the plaintiffs were dispossessed was specifically denied. It had thus been stated that the suit should be dismissed.

14.The 8th defendant, Punjab National Bank Housing Finance Limited at Royapettah, Chennai had filed their written statement stating that they were not aware of the transactions mentioned in the plaint. It had been stated that the 7th defendant had purchased a plot together with undivided share in a land in the portion of the B schedule property in Plot No.E and had mortgaged and had received land from the 8th defendant. It had been stated that



the total loan had been discharged and repaid. It had therefore been stated that

the 8th defendant is an unnecessary party to the suit.

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15. On the basis of the pleadings, the following issues were framed:

“1. Whether the plaintiffs are entitled to cancel the sale deeds

dated 24.03.2005?

2. Whether the sale deeds dated 24.03.2005 have been

executed without paying consideration to the 1st plaintiff?

3. Whether the plaintiffs are entitled for recovery of possession

as prayed for?

4. Whether the suit is barred by limitation?

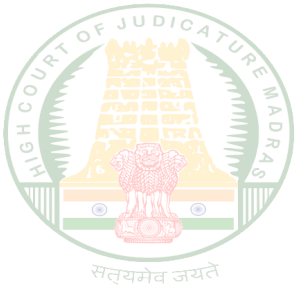
5. Whether the suit is hit by Order II Rule 1 of CPC?”

16. Since the defendants did not participate in the trial proceedings,

they were set exparte on 21.04.2025. In the meanwhile, the 9th, 12th, 13th and 14th

defendants were transposed as plaintiffs by order dated 28.08.2024 in

A.No.3587 of 2024.



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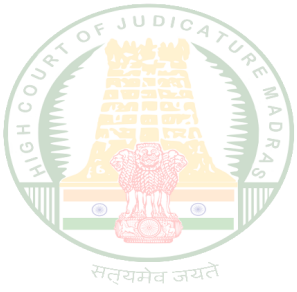
17.The plaintiffs were then directed to tender evidence.

18.It must also be mentioned that the suit had been presented by the plaintiff as an indigent person and after enquiry by the Master, A.No.1990 of 2008 had been allowed permitting the plaintiff to sue as indigent person.

19.During trial, the 6th plaintiff, M.Renukadevi, examined herself as PW-1 and filed her proof affidavit. She also marked Exs.P1 to P9. Ex.P1 is the certified copy of the Power of Attorney dated 22.02.2001 and Ex.P6 is the certified copy of the Deed of Cancellation of the Power of Attorney dated 07.04.2005. Exs.P2, P3 and P4 were certified copy of the Sale Deeds all dated 24.03.2005. Ex.P7 is the certified copy of the Sale Deed dated 10.01.2008. Ex.P5 was the copy of the Legal Notice dated 28.03.2005.

Issue No.1:

20.This issue surrounds the relief whether the plaintiffs are entitled for the relief of cancellation of the sale deeds dated 24.03.2025.



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21. In the plaint, it had been contended that the deceased 1st plaintiff, Tmt. Lakshmi Ammal was the exclusive owner of the properties which had been described in the schedule to the plaint. The properties originally belonged to her father Govindaraj, who had acquired the properties by way of a registered sale deed dated 05.08.1933 registered as Document No.1245 of 1933. The total area of the land is about 74 cents. After his death, the 1st plaintiff Lakshmiammal and her brother Parthasarathy were in joint possession and enjoyment of the entire 74 cents. The 1st plaintiff further contended that her brother died on 02.11.1993 and thereafter, the 1st plaintiff Lakshmiammal and her sister-in-law Jagathambal were in joint possession and enjoyment of the total area.

22. The 1st plaintiff Lakshmiammal filed a suit for partition before this Court in C.S.No.229 of 1989 against Jagathambal claiming 1/2 share in the properties. By judgment dated 09.01.1997 the suit was decreed and thus the 1st plaintiff acquired 37 cents out of total area of 74 cents. The 1st plaintiff also



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obtained a separate patta. It had been further contended that the 1st plaintiff wanted to sell the properties since her sons and daughters were not taking care of her. Her daughter then introduced the 1st and 2nd defendants to sell the property. An agreement of sale had been entered into on 09.11.2000 by the 1st plaintiff and her sons and daughters with the 2nd defendant. The total value of the property was Rs.12,95,000/-. The 2nd defendant paid Rs.2,00,000/- as advance and it was contended that the balance would be paid at the time of registration of the sale deed. The time period was fixed at three months. It had been further stated that the 2nd defendant paid another sum of Rs.3,00,000/- as further advance in two separate installments on 11.11.2000 and 15.11.2000. Thus, a total sum of Rs.5,00,000/- had been paid as advance. The balance payable was Rs.7,95,000/-. Since that amount was not paid, the 1st plaintiff had taken a decision to sell the property to other third parties. At that time, the 2nd defendant approached the 1st plaintiff and requested her to give a power of attorney in favour of the 1st defendant so that the property could be sold for large sums of money.



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23. The 1st plaintiff and her sons and daughters then executed a registered power of attorney Ex.P1 on 22.02.2001. But it was contended that the 1st and 2nd defendants did not take any steps to sell the properties. The 1st plaintiff and her sons and daughters therefore, executed a deed of cancellation of power of attorney / Ex.P6 on 07.04.2005. The 1st plaintiff then came to know that even earlier, on 24.03.2005, three sale deeds had been executed in Exs.P2, P3 and P4 with respect to the suit properties. This information was conveyed by the 1st and 2nd defendants in the reply notices to the 1st plaintiff issued on 04.04.2005 and 05.04.2005. It was only thereafter, that the plaintiffs had taken a decision to cancel the power of attorney document.

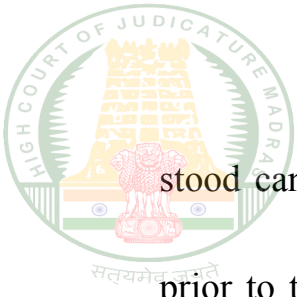
24. The sequence of the dates reveal that initially power of attorney was executed on 22.02.2001 and on the basis of the power of attorney, three sale deeds had been executed on 24.03.2005 and thereafter, a notice had been issued by the plaintiff on 28.03.2005 which was replied on 04.04.2005 and 05.04.2005 and thereafter, the power of attorney was cancelled on 07.04.2005.



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25. It is thus evident that, on the date when the sale deeds were executed, the power of attorney was still in force. The power of attorney dated 22.02.2001 had been marked as Ex.P1. In Ex.P1, specific power had been granted to the 1st defendant, K.G.Kokila to act on behalf of the plaintiffs to negotiate with any intending purchaser for sale of the properties, to fix the sale price, to receive advance amount, to issue valid receipt, to receive entire sale consideration and to execute registered sale deed on behalf of the plaintiffs in favour of the purchaser or his nominee. It is thus clear that comprehensive authority had been granted to the 1st defendant to negotiate and enter into a contract of sale and to execute a sale deed on receiving consideration with respect to the suit properties. Clause 9 of the power of attorney further stipulated that the plaintiffs agreed to ratify and confirm all acts done by the power of attorney. Clause 10 further provided that the power of attorney is irrevocable.

26. Thus on the execution of the power of attorney, the 1st defendant had acquired a right to deal with the property. This right continued till the power



stood cancelled. The power was cancelled on 07.04.2005 by Ex.P6. But even prior to that date, on 24.03.2005, the properties had been conveyed by the 1st defendant in favour of the other defendants. On that date, the 1st defendant had every right and authority to execute and register the sale deeds. The power of attorney was cancelled much later on 07.04.2005 under Ex.P6. Since, the sale deeds in Exs.P2, P3 and P4 were executed by the 1st defendant in her capacity as agent of the plaintiffs, acting on a power of attorney executed for that purpose, I hold that the sale deeds had been lawfully executed and there was no legal infirmities on the right of their executant of the sale deeds to so execute the sale deeds. I hold that the plaintiffs are not entitled for the relief of cancellation of sale deeds. This issue is answered against the plaintiffs.

Issue No:2

27.This issue is whether the sale deeds dated 24.03.2005 in Exs.P2, P3 and P4 had been executed without paying any consideration to the 1st plaintiff.



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28. The 1st defendant had executed the said sale deeds under the authority given in Ex.P1, power of attorney. Even in the power of attorney, specific power was granted to negotiate with any intending purchaser for sale of the properties, to fix the sale price, to receive the advance amount, to issue valid receipt, to receive entire sale consideration and to execute a registered sale deed.

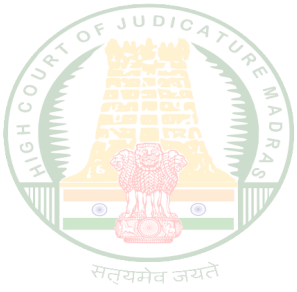
29. Section 203 of the Indian Contract Act, 1872 is as follows:

*“203. When principal may revoke agent’s authority.—The principal may, save as is otherwise provided by the last preceding section, revoke the authority given to his agent at any time **before the authority has been exercised** so as to bind the principal.”*

(Emphasis Supplied)

30. Section 204 of the Indian Contract Act, 1872 is as follows:

“204. Revocation where authority has been partly exercised.—The principal cannot revoke the authority given to his agent after the authority has been partly exercised, so far as regards such acts and obligations as arise from acts already done in the agency.”



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follows:

(a) A authorizes B to buy 1,000 bales of cotton on account of A, and to pay for it out of A's moneys remaining in B's hands. B buys 1,000 bales of cotton in his own name, so as to make himself personally liable for the price. A cannot revoke B's authority so far as regards payment for the cotton.

(b) A authorizes B to buy 1,000 bales of cotton on account of A, and to pay for it out of A's moneys remaining in B's hands. B buys 1,000 bales of cotton in A's name, and so as not to render himself personally liable for the price. A can revoke B's authority to pay for the cotton."

32. A perusal of the aforementioned provision show that a principal may revoke the authority given to the agent at any time “**before**” the authority has been exercised so as to bind the principal. It is thus clear that if the authority had been exercised then the principal cannot revoke the agency. The act has become a *fait accompli*.



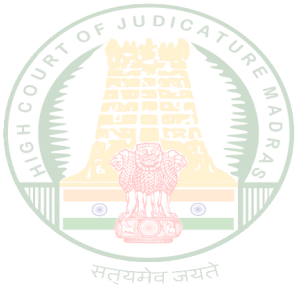
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33. Section 204 further provides that a principal cannot revoke the authority if it had been partly exercised to the extent of that particular act done by the agent. If the authority had been completely exercised, then nothing survives as between the principal and the agent and the revocation has no effect at all.

34. Section 206 further provides as follows:

“206. Notice of revocation or renunciation.—Reasonable notice must be given of such revocation or renunciation, otherwise the damage thereby resulting to the principal or the agent, as the case may be, must be made good to the one by the other.”

35. It is thus seen that notice must be issued of such revocation. In the instant case, the sale deeds had been executed on 24.03.2005. They had been informed on 04.04.2005 / 05.04.2005. The power of attorney had been revoked later on 07.04.2005.



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36.If according to the plaintiffs, the sale consideration had not been paid to them, then the principal / the plaintiffs have a right to the benefit which had been gained by the agent, in this case, the 1st defendant.

37.Section 216 of the Indian Contract Act, 1872 is as follows:

“216. Principal’s right to benefit gained by agent dealing on his own account in business of agency.—If an agent, without the knowledge of his principal, deals in the business of the agency on his own account instead of on account of his principal, the principal is entitled to claim from the agent any benefit which may have resulted to him from the transaction.”

38.The plaintiffs can only sue for recovery of the amount received by the agent under the sale deed. That relief had not been prayed in the plaint. Therefore hold that the plaintiffs have not made out a case that they have not received the sale consideration. If they have not received the sale consideration



then they should have filed the suit claiming the sale consideration. This issue necessarily has to be answered against the plaintiffs.

Issue Nos.3 & 4:

39. These issues surround whether the plaintiffs are entitled for recovery of possession and whether the suit is barred by limitation. The 1st plaintiff was made aware of the fact that the sale deeds had been executed on 24.03.2005 by the reply notice dated 04.04.2005 / 05.04.2005. Subsequently, further transactions had been done over the suit properties under Ex.P7, which is a copy of the further sale deed dated 10.01.2008. The plaintiffs have not taken any other effective steps except to revoke the power of attorney. They had handed over possession even under Ex.P1, the power of attorney dated 22.02.2001. The suit had been presented on 27.02.2008 within a period of three years from the date of sale deeds dated 24.03.2005. Therefore, the suit is not barred by the law of limitation but the plaintiffs relief to seek possession cannot be granted since the sale deeds had been executed lawfully by the 1st defendant acting under the specific power given by the plaintiffs and therefore there is no



illegality surrounding the execution and registration of the sale deeds. I

therefore hold with respect to Issue No.3 that the plaintiffs are not entitled for

recovery of possession but hold with respect to Issue No.4 that the suit is not

barred by the law of limitation.

Issue No.5:

40.This issue surrounds whether the suit is barred under Order II

Rule 2 of CPC, though in the issue it is mentioned Order II Rule I CPC.

41.This issue arises since the 1st plaintiff had earlier filed

O.S.No.3154 of 2005 for permanent injunction restraining the 1st and 2nd

defendants from interfering with the peaceful possession of the suit properties.

This suit was filed on 11.05.2005. In that particular suit, even though 1st plaintiff

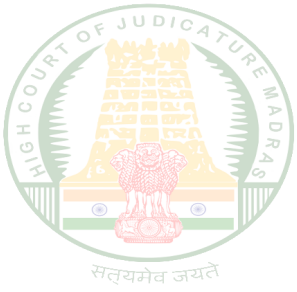
was aware on 05.04.2005 that the sale deeds had been executed and registered

with respect to the properties, the plaintiff had not sought the larger relief of

cancellation of the sale deeds or with respect to any of the reliefs now sought in

this suit. No reason has been advanced as to why such relief had not been

sought in the earlier suit.



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42. Order II Rule 2(1) of CPC is as follows:

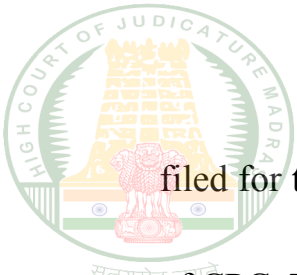
“O.II Rule 2. Suit to include the whole claim.—(1) Every suit shall include the whole of the claim which the plaintiff is entitled to make in respect of the cause of action; but a plaintiff may relinquish any portion of his claim in order to bring the suit within the jurisdiction of any Court.”

43. It provides that the suit shall include the whole of the claim.

44. Order II Rule 2(3) of CPC is as follows:

“(3) Omission to sue for one of several reliefs.—A person entitled to more than one relief in respect of the same cause of action may sue for all or any of such reliefs; but if he omits, except with the leave of the Court, to sue for all such reliefs, he shall not afterwards sue for any relief so omitted.”

45. Thus, even though the plaintiffs had cause of action when the earlier suit was instituted, there is no reason given why the earlier suit was not



filed for the reliefs now sought. This suit is barred by Order II Rule 2(1) and (3)

of CPC. This issue is answered against the plaintiffs.

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Issue No.6:

46.In the result, the suit stands dismissed. No order as to costs.

18 .07.2025

smv

Index:Yes/No

Speaking/Non-speaking order

Internet:Yes

Neutral Citation:Yes/No

**List of witness on the side of plaintiffs:**

P.W.1 – Mrs.M.Renuga Devi

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List of Exhibits:

S.No	Exhibit No.	Date	Description
1	Ex.P1	22.02.2001	Certified copy of the power of attorney.
2	Ex.P2	24.03.2005	Certified copy of the Sale Deed bearing Doc.No.2447/2005.
3	Ex.P3	24.03.2005	Certified copy of the Sale Deed bearing Doc.No.2448/2005.
4	Ex.P4	24.03.2005	Certified copy of the Sale Deed bearing Doc.No.2449/2005.
5	Ex.P5	28.03.2005	Office copy of the legal notice.
6	Ex.P6	07.04.2005	Office copy of the deed of cancellation of power of attorney.
7	Ex.P7	10.01.2008	Certified copy of the sale deed.
8	Ex.P8	10.01.2008	Certified copy of the Memorandum of the deposit of title deeds.
9	Ex.P9	20.02.2008	Original Encumbrance Certificate.

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