



A.S.No.418 of 2022

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15.07.2025

CORAM:

THE HONOURABLE Dr. JUSTICE G.JAYACHANDRAN

A.S.No.418 of 2022

Baskar

.. Appellant

Vs.

1.Jeyaprakasam

2.V.Ramasamy

N.Ramsamy (Died)

Perumal (Died)

Meesaikaran @ Sivan @ Sivanesan (Died)

3.Mani

4.Mahendran

5.Selvam

6.Raja @ Vignesh

7.Minor Simmon

8.Yogalakshmi

9.Angammal

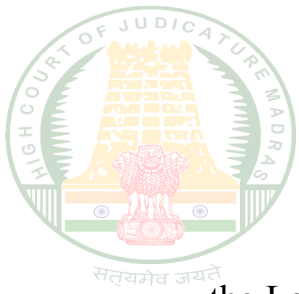
10.Kaliannan

11.Sarawathi

12.Umarani

.. Respondents

PRAYER: Appeal Suit is filed under Section 96 of Civil Procedure Code, to set aside the Judgment and Decree order dated 04.02.2021 passed by



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the Learned the Principal District / Fast Track Mahila Judge, Namakkal in
O.S.No.105 of 2011.

For Appellant : Mr.S.Sheik Ismail

For R1 : Mr.S.Senthil

For R2 : Unclaimed

For R3 : Died (Steps due)

For R4 & R5 : Not ready notice

For R7 to R12 : No appearance

JUDGMENT

The suit filed for declaration of title and consequential injunction, which was decreed in favour of the plaintiffs by the trial Court, is the subject matter of the present appeal.

2. The case of the plaintiffs is that the suit property is the self-acquired property of the plaintiffs, who are brothers. They purchased the property and have been in possession and enjoyment of it. Their vendor, Angammal acquired the property through settlement deed dated 23.03.1973. At the time of executing the sale deed in favour of the plaintiffs, she also handed over the original title documents to them.

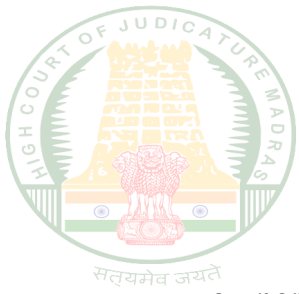


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3. The plaintiffs being a Ceylon citizens, they were residing in Ceylon and managing the property through their agent. While so, on 10.03.2011, when the plaintiff came to India, they found that the defendants 2 to 4 had created a fabricated sale deed dated 10.11.2010 and got it registered. Further, investigation revealed that defendants 3 and 4 had impersonated for the execution of the fraudulent sale deed dated 10.11.2010. The documents produced for identification during the registration process were also found to be forged. Hence the suit has been filed for a declaration. The plaintiffs are the owners of the suit property and the defendants should be restrained from creating any encumbrance based on the fraudulent sale deed dated 10.11.2010.

4. In the written statement, the 1st defendant had stated that the plaintiffs are not the true owners of the property and that it was sold by Angammal under a sale deed dated 21.05.1982. He further stated that the plaintiffs were never in possession and enjoyment of the suit property. Since the plaintiffs are citizens of Srilanka, their alleged purchase of the property is not in accordance with the applicable rules governing property



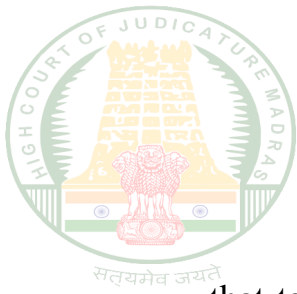
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ownership by foreigners and therefore, they cannot be considered the true owners of the property.

5. In the absence of proof that the plaintiffs or their ancestors are of Indian origin and have a right to purchase property in India, the suit for declaration of title is not maintainable. It is denied that the defendants 3 and 4 were impersonators, who executed a fraudulent sale deed in favour of the 1st defendant dated 10.11.2010. All other allegations made against the defendants are also denied. According to the 1st defendant, he purchased the property from the rightful owner and taken possession on the strength of sale deed dated 10.11.2010 and had constructed compound wall to safeguard the property.

6. The 4th defendant had filed a written statement before his death. The said written statement was adopted by the 10th defendant who was impleaded as legal heir of the 4th defendant. The 1st defendant had fake ignorance of the sale deed dated 10.11.2010, which was executed in his name, allegedly executed by the 3rd and 4th defendants. He submitted



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that taking advantage of the poverty, the 1st defendant convinced him that the suit property could be alienated by creating documents and induced him to become a party to the impersonation and fraudulent execution of the sale deed.

7. The trial Court based on the pleadings framed the following issues:

“1.Whether the plaintiffs are entitled to the declaration and permanent injunction?

2.Whether the sale deed dated 10.11.2010 executed by defendants 2 to 4 in favour of the 1st defendant is out of impersonation and not valid?

3.To what relief if any the plaintiff is entitled to?”

8. The plaintiffs examined four (4) witnesses and marked fourteen (14) documents as Ex.A1 to Ex.A14. The defendants examined three (3) witnesses and marked one exhibit as Ex.B1. The Court also marked seven (7) documents as Ex.X1 to Ex.X7.



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9. The trial Court, after considering the documents and the admission of the 1st defendant that the sale deed dated 10.11.2010 was not executed by the 1st plaintiff, who was present in Court and after taking note of the fact that the document produced by the vendor before the Sub Registrar office at the time of registering Ex.A3 dated 10.11.2010 and the documents marked as Ex.X1, Ex.X2 & Ex.X3 along with the proceedings of the District Registrar cancelling the sale deed dated 10.11.2010 in favour of the 1st defendant, held that the plaintiffs are the owners of the suit property by virtue of sale deed dated 21.05.1982 marked as Ex.A1 and the 1st defendant who claims right over the property through Ex.A3 sale deed dated 10.11.2010 has no right to interfere with the peaceful possession and enjoyment of the property, in view of cancellation of the sale deed.

10. Having found that the sale deed was executed by impersonation, the present appeal has been filed challenging the said judgment and decree on the ground that the trial Court ought to have dismissed the suit on the basis that the plaintiffs, being a foreign nationals, have no *locus standi* to maintain the suit. It is further contended that the



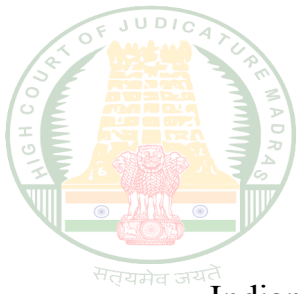
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alleged purchase of the suit property under Ex.A1 is in contravention of Foreign Exchange Regulation Act (FERA), the Indian Contract Act and the circular issued by the Reserve Bank of India. It is contended that agricultural land cannot be conveyed to the foreign nationals, in light of the RBI circular and also Section 23 of the Indian Contract Act, prohibits of such transaction.

11. The learned counsel appearing for the respondents 1 & 2 submitted that the appellant specifically claims right in the property based on the sale deed dated 10.11.2010 which has been proved beyond doubt as a fraudulent document created by impersonation. Therefore, the appellant cannot have any *locus standi* to question the plaintiffs' title by citing RBI regulations or Section 23 of the Indian Contracts Act, which does not say anything about the transaction of immovable property between an Indian citizen and a foreign national.

12. This Court, on considering the submissions and the grounds of appeal, finds that neither the RBI regulations nor Section 23 of the



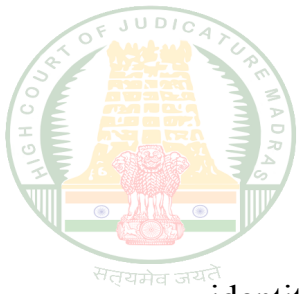
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Indian Contract Act creates a statutory bar for foreigners to purchase the land in India. Unless and until there is a law prohibiting foreigners from purchasing property in India, the sale deed Ex.A1 cannot be doubted. Even assuming that there is some violation of the provisions of FERA in relation to the purchase of the property, it is for the appropriate authorities to take action against such transaction. The appellant, who has taken advantage of the absence of the land owners, had created a fraudulent sale deed in his favour through impersonation and the same been well established through the evidence.

13. Particularly, one of the impersonators himself has filed a written statement admitting that he was induced by the appellant/1st defendant to impersonate one of the plaintiffs for the purpose of executing the fraudulent sale deed in favour of the 1st defendant. That apart, a detailed enquiry been conducted by the District Registrar, culminating in an order cancelling the sale deed dated 10.11.2010 (Ex.A3).

14. In such circumstances, the sale deed dated 10.11.2010, having been executed by impersonation using a fake driving license as



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identity proof and further used to open a bank account and complete registration formalities, clearly establishes a case of land grabbing by impersonation.

15. This has also been established by the fact that based on the complaint given by the 1st plaintiff, the police registered a case for land grabbing against the impersonators and the 1st defendant. Later admitting their act of impersonation and voluntarily they come forward to cancel the sale deed dated 10.11.2010.

16. In view of the said fact, this Court finds no merit in the appeal. Hence, this Appeal Suit stands dismissed with costs.

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Index: Yes/No
Speaking/Non Speaking order
Neutral Citation: Yes/No
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DR.G.JAYACHANDRAN,J.

rpl

To

- 1.The Principal District / Fast Track Mahila Judge, Namakkal.
- 2.The Section Officer, V.R.Section, High Court of Madras, Chennai.

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