



C.S.No.247 of 2022

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON 19.08.2025	PRONOUNCED ON 27.10.2025
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CORAM :

THE HON'BLE MR.JUSTICE K.KUMARESH BABU

C.S.No.247 of 2022

1.Mr.K.Ashok Kumar
2.Mrs.A.Sasikala
3.Mrs.A.Vijayalakshmi
... Plaintiffs

Vs

1.Mr.C.Sengodan
2.Mr.C.Govindaraj
3.Mr.R.B.Kumar
... Defendants

Prayer : Civil Suit filed under Order V Rule 1 of Madras High Court Original Side Rules read with Order VIII Rule 1 CPC to pass decree and Judgment against the defendant as hereunder:-

a) Directing the defendants to pay to the plaintiff a sum of Rs.1,25,00,000/- (Rupees One Crore Twenty Five Lakhs only) with future interest at 24% per annum for the outstanding amount of Rs.1,16,00,000/- from the date of the



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plaint till the date of realization.

b) Awarding the costs of the suit.

For Plaintiff : Mr.D.S.Ramesh

For Defendants : Mr.G.Ramesh Kannan for DD2 & D3

Mr.T.L.Thirumalaisamy for

Mr.D.Anand Raja for D1

JUDGMENT

This present suit has been filed by the plaintiffs for the recovery of the money of Rs.1,25,00,000/-(Rupees One Crore Twenty Five Lakhs only) with future interest at 24% per annum for the outstanding amount of Rs.1,16,00,000/- from the date of the Complaint till the date of realization and for awarding the costs of the Suit.

2. The case of the plaintiffs is that the plaintiffs purchased the suit property from the first defendant through the defendants 2 and 3 who are the power agents of the first defendant herein, for a total Sale Consideration of Rs.90,00,000/-(Rupees Ninety Lakhs only). Thereafter, the plaintiffs entered into a Construction Agreement to construct a house in the Suit Property and had



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paid a sum of Rs.20,00,000/- (Rupees Twenty Lakhs only) towards it. The previous owner of the suit property Mr.Parameshwaran, who sold the suit property to the first defendant through a power agent Mr. Ganesan, challenged the Power of Attorney deed in favour of Mr.Ganesan and sale deed in favour of the first defendant. The aforesaid Mr.Parameshwaran also filed two suits as against the 1st defendant and Mr.Ganesan and also against the plaintiffs. Both the aforesaid suits are pending before the said Trial Court. Mr.Parameshwaran had lodged a complaint before the District Registrar and IG of Registration to cancel the bogus deeds. Pursuant to the said complaint an enquiry was conducted, two Deeds executed in favour of the Mr.Ganesan and the Plaintiffs were canceled on 14.07.2022. Hence, the plaintiffs filed this suit for the recovery of the sale consideration and other charges paid for registration along with interest from the date of pliant till the date of realization.

3. The case of the 1st defendant is that the allegations of forgery and collusion with one Mr.Ganesan, as made against him in the plaint, are false and frivolous. The District Registrar had passed an erroneous Order, against which he preferred an Appeal and the same is still pending, the outcome of which is crucial for determining the maintainability of the present suit. The present suit



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is premature as the maintainability of reliefs sought herein depends upon the outcome of the other suits, which were still pending. The plaintiffs have not impleaded the two important parties namely, Mr.Parameshwaran and Mr.Ganesan, without whom a proper adjudication of the dispute cannot be made. The present Suit is liable to be dismissed for the Non-Joiner of proper and necessary parties and is not maintainable as it is barred by time limitation.

4. The case of the 2nd and 3rd defendants is that, they only acted as lawful Power Agents to the 1st defendant and had committed no mistakes on their part. The sale consideration paid by the plaintiffs during the execution of the Sale Deed was immediately handed over to their principal, the 1st defendant herein. Therefore they cannot be held liable to repay any amounts to the plaintiffs. The allegations made in the plaint were only against the 1st defendant and Mr.Ganesan. Hence they pray to be relieved and discharged from all the allegations and liabilities in the Suit.

5. Based on the above said pleadings the following issues have been framed:

a. Whether the Plaintiffs were a bonafide purchaser of the Property



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without knowledge of the actual title or identity of the title holder of the property?

b. Whether the consideration under the sale deed had passed over to the defendants?

c. Whether the plaintiffs had subsequently put up construction and if so, the estimated value of the constructed portion?

d. Whether the suit is barred by the law of limitation?

e. Whether there is cause of action for the plaintiffs as against D2 and D3?

f. Whether the plaintiffs are entitled for the relief sought in the suit ?

g. Whether any other reliefs to be granted ?

6. The first Plaintiff has been examined as PW1 and he has produced 20 documents to support his deposition which are marked as Ex.P1 to Ex.P20. The first defendant has been examined as DW1 and the third defendant has been examined as DW2.

7. Heard the learned counsel Mr.D.S.Ramesh, appearing on behalf of the plaintiffs, learned counsel Mr.T.L.Thirumalaisamy appearing for learned



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counsel Mr.D.Anand Raja appearing on behalf of the 1st defendant and learned counsel Mr.G.Ramesh Kannan appearing on behalf of the 2nd and 3rd defendants.

8. Mr.D.S.Ramesh, the learned counsel appearing for the plaintiffs would submit that the 2nd and 3rd defendants had approached the plaintiffs to sell suit property belonging to the 1st defendant. The said 2nd and 3rd defendants were acting as the Power Agents to the 1st defendant, pursuant to the Deed of Power of Attorney dated 27.01.2016 executed in favour of them by the 1st defendant, which has been marked as Ex.P5. The learned counsel further submits that the plaintiffs accepting the offer made by the 2nd and 3rd defendants had further met the 1st defendant in person and requested the Sale Deed to be executed by him, for which the 1st defendant refused as he wasn't available due to his impending trip to a foreign nation and therefore the transaction ought to be completed through his power agents, the 2nd and 3rd defendants herein. The learned counsel submits that the plaintiffs had agreed to pay a sum of Rs.90,00,000/- (Rupees Ninety Lakhs only) as the Sale Consideration towards the Suit Property to the 2nd and 3rd defendants, who, in turn would execute Sale Deed in favour of the Plaintiffs. The Plaintiffs had paid a sum of Rs.90,00,000/- to the 2nd and 3rd defendants and acknowledging the same the



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said defendants had issued a cash receipt to the plaintiffs dated 04.06.2018 which has been marked as Ex.P6. Subsequently the 2nd and 3rd defendants executed a Sale Deed dated 04.06.2018, registered as Document No.7242 of 2018, in favour of the plaintiffs, which has been marked as Ex.P7. The learned counsel submits that after the registration of the Sale Deed the plaintiffs had obtained patta, chitta, adangal for the Suit property on the basis of the Sale Deed and the 1st defendant's patta. Subsequently the 1st plaintiff entered into a Construction Agreement with one Mr.Rajasekar to construct a house in the Suit Property and had paid a sum of Rs.20,00,000/- (Rupees Twenty Lakhs only) towards it, pursuant to which the construction of the basement was completed. The receipts for the payments made by the plaintiffs are marked as Ex.P9 (Series)

9. The learned Counsel for the plaintiff submits that while the aforesaid construction was underway, one Mr.Parameshwaran who was the vendor to the 1st defendant and from whom the 1st defendant had purchased the Suit property approached the Plaintiffs and claimed himself to be the rightful owner of the Suit property and had stopped the construction work of the plaintiffs. The learned Counsel for the plaintiffs further submits that the entire transaction



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related to the Suit Property, between the 1st defendant and said Mr.Parameshwaran, had taken place through one Mr.Ganesan, who is both the uncle and Power Agent of Mr.Parameshwaran by the virtue of the General Power of Attorney dated 01.09.1997 registered as Document No.765 of 1997, executed by Mr.Parameshwaran in favour of Mr.Ganesan, which has been marked as Ex.P3. The learned counsel of the plaintiffs submits that the aforesaid Mr.Parameshwaran had denied executing any Power of Attorney Deeds in favour of Mr.Ganesan or anyone else and had also denied selling the Suit Property to the 1st defendant or anyone else. He had leveled serious allegations on Mr.Ganesan and the 1st defendant, that the said Power of Attorney (Ex.P3) was forged. He had further alleged that the 1st defendant in collusion with his uncle Mr.Ganesan had obtained the Sale Deed dated 09.02.1998 executed in favour of him by Mr.Ganesan and registered as Document No.372 of 1998, which has been marked as Ex.P4. The said Mr.Parameshwaran had further informed the Plaintiffs that he had lodged a complaint against his uncle Mr.Ganesan and the 1st defendant, in the land grabbing cell, Central Crime Branch, Office of the Commissioner of Police, Vepery and had produced his complaint copy dated 17.03.2014 which has been marked as Ex.P10. In pursuant to the aforesaid complaint an FIR was registered



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against Mr.Ganesan and the 1st defendant in Crime No. 492 of 2014, the FIR Copy dated 18.12.2014 which has been marked as Ex.P11. The learned counsel further state that Mr.Parameshwaran had further informed that in pursuant to the aforesaid case his uncle Mr.Ganesan was arrested and the 1st defendant had filed anticipatory bail before this court. The learned counsel submits that when the plaintiffs immediately approached and enquired about the same to the defendants and asked to return their money, the defendants assured that they would settle the issues soon and asked the plaintiffs to proceed on with the construction. The learned counsel for the plaintiffs would submit that above said Mr.Parameshwaran had filed two suits in the year of 2018 namely, O.S.No.103 of 2018 against Mr.Ganesan and the 1st defendant, copy of the plaint copy marked as Ex.P12 and O.S.No.483 of 2018 against the 1st defendant and the plaintiffs, copy of the plaint copy marked as Ex.P13. Both the aforesaid suits are pending before the District Munsif Court of Poonamallee. The learned counsel further submits that the Mr.Parameshwaran had also filed a complaint before the District Registrar and as well as the IG of Registration to cancel the alleged bogus Power of Attorney (Ex.P3) executed in favour of one Mr.Ganesan and the Sale Deed dated 09.02.1998 (Ex.P4) executed in favour of the 1st defendant. Pursuant to the aforesaid complaint lodged by



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Mr.Parameshwaran before the IG of Registration an enquiry was conducted by the Registry authorities in which the plaintiffs had participated and produced the necessary documents and requested the authorities to verify the facts submitted by Mr.Parameshwaran. The learned counsel submits that during the enquiry before the District Registrar, it was found that the Power of Attorney dated 01.09.1997 (Ex.P3) executed in favour of Mr.Ganesan was found to be bogus and it was fraudently obtained by the way of impersonation and because of which the Sale Deed dated 09.02.1998 (Ex.P4) executed in favour of the 1st defendant by Mr.Ganesan were canceled. Consequently the Power of Attorney dated 27.01.2016 (Ex.P5) executed in favour of the 2nd and 3rd defendants by the 1st defendants and the Sale Deed dated 04.06.2018 (Ex.P7) executed by the 2nd and 3rd defendants in favour of the plaintiffs, were also canceled, and copy of the final order passed by the Deputy IG of Registrar dated 14.07.2022 have been marked as Ex.P19.

10. The learned counsel of the Plaintiffs submits that after the cancellation of the Sale Deeds (Ex.P7) they had approached the defendants and seeking them to refund the amounts expended by the Plaintiffs on the Suit Property namely, the Sale Consideration, Registration fees and the Construction



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Cost, but the defendants refused to settle the amount. The learned counsel contends that the 2nd and 3rd defendants in collusion with the 1st defendant, had deliberately cheated the plaintiffs and suppressed all the material facts relating to the Suit Property and had fraudulently received the Sale Consideration of Rs.90 Lakhs. The learned counsel further contends that the 1st defendant was aware of the criminal complaint (Ex.P10) filed against one Mr.Ganesan and himself in the year of 2014 and pursuant to which the FIR (Ex.P11) dated 18.12.2014 was registered. The learned counsel of the Plaintiffs would emphasize that, the 1st defendant himself in his cross examination had admitted that by the year of 2016 he was aware of the aforesaid Criminal complaint initiated against him and conceded that he had sought for anticipatory Bail (in CRL OP. No.26136 of 2016) before this court in the year of 2016. Despite the knowledge about Criminal Case Pending before the Land Grabbing Police related to the Suit Property, the defendants deliberately withheld such crucial information from the plaintiffs, suppressed the materials facts, and Sold the suit property to the plaintiffs in the year of 2018, and fraudulently had obtained the amount of Rs.90,00,000/- as Sale Consideration. The learned counsel vehemently contends that the aforesaid admission unequivocally establishes the defendants' had consciously suppressed the material facts from the Plaintiffs



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with an intention to defraud them. The plaintiffs' payment of the aforesaid Sale Consideration towards the 2nd and 3rd defendants stands substantiated by the cash receipt issued by the said defendants dated 04.06.2018 (Ex.P6). The learned counsel therefore finally contends that, in view of the foregoing averments and submissions made, the plaintiff is entitled to receive the total Sale consideration of Rs.90,00,000/-(Rupees Ninety Lakhs only) along with the loss of expenditure incurred upon them for the Registration fees of Rs.6,00,000/-(Rupees Six Lakhs only) along with the amount spent on Construction Work of Rs.20,00,000/-(Rupees Twenty Lakhs only) aggregating it into total amount of Rs.1,16,00,000/- (Rupees One Crore Sixteen Lakhs only), with the added interest at the rate of 24% per annum on the aforesaid outstanding amount of Rs.1,16,00,000/-, the plaintiffs are entitled to Rs.1,25,00,000/- (Rupees One Crore Twenty Five Lakhs only).

11. Mr.G.Ramesh Kannan, learned counsel appearing on behalf of the 2nd and 3rd defendants submits that the 1st defendant had executed General Power of Attorney Deed dated 27.01.2016 in favour of them (Ex.P5) and the said defendants had genuinely acted as the Power Agents of the 1st defendants without any legal mistake on their part. The learned counsel submits that said



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defendants had executed a Sale Deed dated 04.06.2018 (Ex.P7) in favour of the Plaintiffs and had paid the Sale Consideration received from the Plaintiffs to their Principle, the 1st defendant herein. The learned counsel further submits that the plaintiffs had accepted to purchase the Suit Property only after being satisfied with the Title and Ownership of the property and had also got legal opinion regarding the same. It is submitted that the 2nd and 3rd defendants had came to know about the Civil and Criminal Cases pending against the 1st defendant and one Mr.Ganesan only through the Plaintiffs themselves, therefore the allegations made against them of colluding with the 1st defendant and suppressing the material facts is not true.

12. The learned counsel for the 2nd and 3rd defendants contend that the said defendants had acted as the legal Power Agents of the 1st defendant without any mistakes on their part and they cannot be held liable to refund any amount to the plaintiffs with regard to the Suit property. He also contends that two suits filed by one Mr.Parameshwaran in O.S.No.103 of 2018 and O.S.No.483 of 2018 pertaining to the Suit property is still pending before the District Munsif Court of Poonamallee. The learned counsel further contends that the plaintiffs had not impleaded Mr.Parameshwaran and his power agent



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Mr.Ganesan as the parties to the present suit. As Mr.Parameshwaran was the vendor of the 1st defendant and his Power Agent one Mr.Ganesan was the one who executed the Sale Deed in favour of the 1st defendant. The learned counsel vehemently contends that it is crucial to implead the above said Mr.Parameshwaran and Mr.Ganesan as the parties to the present suit to ensure proper adjudication. Therefore the learned counsel contends that the present suit is liable to be dismissed for the Non-Joiner of the proper and necessary parties.

13. Mr.T.L.ThirumalaiSamy, the learned counsel appearing for the 1st defendant. The learned counsel submits that the 1st defendant had purchased the Suit Property for a valid Consideration, from one Mr.Ganesan who was the Power Agent of Mr.Parameshwaran in the year of 1998 and a Sale Deed dated 09.02.1998 registered as Document No.372 of 1998 in the SRO of Kundrathur (Ex.P4). The learned Counsel submits that the 1st defendant had executed a Power of Attorney dated 27.01.2016 (Ex.P5) in favour of the 2nd and 3rd defendants, who were running a Construction Company under the name and style of SGS Construction. The learned counsel further submits that the 1st defendant had received a sum of Rs.86,75,000/-(Rupees Eighty Six Lakhs and



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Seventy Five Thousands only) from the 2nd and 3rd defendants at the time of execution of the aforesaid Power of Attorney. He thereby submits that 1st defendant was not aware of the Sale Deed dated 04.06.2018 (Ex.P7) executed by the 2nd and 3rd defendants in favour of the plaintiff, nor did he receive the Sale Consideration of Rs.90,00,000/- Lakhs mentioned in the aforesaid Sale Deed, as he had already received the entire sum of Rs. 86,75,000/- from the 2nd and 3rd defendants at the time of executing the Power of Attorney in the year 2016 itself. The learned counsel further submits that he had handed over the Original Documents which he had received from one Mr.Ganesan to the 2nd and 3rd defendant at the time of execution of the Power of Attorney itself, which in turn was handed over to the plaintiffs during the execution of the Sale deed in favour of them, through which the plaintiffs had obtained the Patta, Chitta and adangal in favour of them.

14. The learned counsel further submits that false complaints have been lodged against him by one Mr.Parameshwaran as a result of which an FIR under crime number 492 of 2014 was registered and the same at present has been taken on file as C.C.No.5149 of 2023 before the Metropolitan Magistrate of Egmore, which the 1st defendant has been defending till now. The learned



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counsel also submits that the one Mr.Parameshwaran had filed frivolous complaints before various forums against the 1st defendant, one such complaint was filed before the 1st defendant before the IG of Registration, pursuant to which the 1st defendant had participated in the Proceedings before the District Registrar in the year of 2019. He further submits that the District Registrar had passed an order dated 14.07.2022 (Ex.P19) without hearing the 1st defendant, and subsequently aggrieved by the same the 1st defendant had preferred an Appeal before the Appellate Authority, which is still pending. The learned counsel further submits that one Mr.Parameshwaran had filed two suits namely O.S.No.103 of 2018 and O.S.No.483 of 2018, against the defendant and the respective others, which are still pending before the District Munsif Court of Poonamallee, and the 1st defendant had filed a detailed written statement in those cases.

15. The learned counsel appearing on behalf of the 1st defendant, contends that the 1st defendant was not aware of the execution of the Sale Deed (Ex.P7) by the 2nd and 3rd defendant in favour of the Plaintiffs and he did not receive the Sale Consideration of Rs.90 Lakhs mentioned in the aforesaid Sale Deed and he had already received the entire amount of Rs.86,75,000/- from the



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2nd and 3rd defendant during the time of execution of the Power of Attorney(Ex.P5) itself. The 3rd defendant in his deposition as DW2 had further agreed that he along with the 2nd defendant had paid the 1st defendant Rs.86,75,000/- during the execution of the PoA and had further acknowledged of receiving the receipt for the same, thereby the aforesaid deposition itself proves that 1st defendant cannot be held liable for the Sale Consideration of Rs.90 Lakhs paid by the Plaintiffs. The learned counsel further contends that the Plaintiffs had neither impleaded one Mr.Parameshwaran or his Power Agent Mr.Ganesan as the parties to the present suit. As Mr.Parameshwaran was the vendor who sold the suit property to the 1st defendant through his Power Agent Mr.Ganesan, who had executed the Sale deed (Ex.P4) in favour of the 1st defendant, and it is necessary to implead them to assure the proper adjudication of the suit. Hence the learned counsel contends that the Suit is not maintainable for the Non-Joinder of necessary and proper parties.

16. The learned counsel further contends that the present Suit is a premature Suit as various litigation related to the Suit Property are still pending before various forums. He submits that the Original Suits filed by one Mr.Parameshwaran in O.S.No.103 of 2018 and O.S.No.483 of 2018 are *sub*



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judice before the District Munsif Court of Poonamallee. The O.S.No.103 of 2018 was filed, *inter alia*, seeking to declare the PoA executed by Mr.Parameshwaran in favour of Mr.Ganesan (Ex.P3) and the Sale Deed executed by Mr.Ganesan in favour of the 1st defendant, as null and void, and O.S.No.483 of 2018 was filed, *inter alia*, seeking to declare the Sale Deed executed between the 2nd and 3rd defendants and the Plaintiffs as null and void. The learned counsel also contends that the 1st defendant had preferred an Appeal before the District Registrar against the order dated 14.07.2022 determining the Cloud over Title of the Suit Property on the ground that the District Registrar did not have any authority or power to decide whether the document is a fraudulent one or not. He further submits that the 1st defendant had filed a Writ Petition in WP No.35834 of 2024 against the aforesaid said order dated 14.07.2022 passed by the District Registrar and the same is pending for consideration. The learned counsel contends that the outcomes in both the aforesaid suits and appeal are very crucial to determine the maintainability of the Present suit and hence the present suit is liable to be dismissed as premature. The learned counsel further contends that the Plaintiffs had agreed to purchased the Suit Property only after due verification of the Title and getting the legal opinion thereon, which in fact has been admitted by the 1st



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plaintiff during his cross examination as PW1, establishing that the plaintiff was very much aware and had knowledge of the Title of the property and the actual title holder.

17. The learned counsel further contends that the Contract agreement dated 24.08.2018 (Ex.P8) between the Plaintiffs and one Mr.Rajasekar is a unregistered one. He further contends that receipts marked as Ex.P9, as the evidence to the payment of Rs.20,00,000/- by the Plaintiffs to Mr.Rajasekar on various dates are only printouts and are not in original receipt format. He also highlights that the documents marked as Ex.P9 (series) merely bears a signature over the revenue stamps, neither the name nor the seal of the Construction Company of Mr.Rajasekar is present in those documents and moreover the learned counsel points out that the aforesaid Mr.Rajasekar has not been examined as a witness. Thereby the learned counsel strongly contends that the Plaintiffs have failed to establish their contention that they had put up a construction on the suit property and as well as failed to prove the estimated value of such construction.

18. The learned counsel further contends that the Plaintiffs came to know



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about the cloud over the Title of Suit Property in the year of 2018 through Mr.Parameshwaran which had been admitted in the cross examination of PW1, and yet the Plaintiffs had filed the present suit only in the year 2022, which establishes that the present suit has been barred by limitation according to the Article 110 of Limitation Act and further the plaintiffs have made no averments seeking exemption as mandated in the Order VII Rule 6 of CPC. Therefore the learned counsel vehemently contends that the Present Suit is liable to be dismissed as barred by limitation; there is no cause of action and the present suit is not maintainable for the Non-Joinder of necessary and proper parties.

19. I have considered the submissions made by the learned counsels appearing on either side and perused the materials available on record.

20. Issue (d)

It is the claim of the first defendant that the plaintiff having knowledge of the dispute raised by the third party with regard to the title of the property as early as on 28.12.2018 had filed the present suit only in the year 2022 and therefore, the suit is barred by law of limitation.

21. That apart, he would submit that the plaintiffs have purchased the



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property under Ex.P7 on 04.06.2018 and the present suit had been filed on 19.10.2022. Hence, a reading of Section 3 of the Transfer of Property Act along with Article 110 of the Limitation Act, the present suit is wholly barred by law of limitation. From the admitted pleadings and the deposition of the respective parties, it could be seen that the plaintiffs have purchased the property under Ex.P7 on 04.06.2018 and that the vendor of the first defendant had disputed the title of the first defendant during December 2018. The vendor of the first defendant had instituted a suit against the first defendant and one another seeking to declare the Sale Deed that had been executed in favour of the first defendant and also the Power of Attorney in the name of the another as null and void. Under Ex.P13, a further suit had been filed against the first defendant and the plaintiffs for a declaration that Ex.P7 is null and void and not binding upon the vendor of the first defendant and also for a mandatory injunction to direct the Sub-Registrar to remove the entry with regard to Ex.P7.

22. It is also to be noted that under Ex.P19, the Deputy Inspector General of Registration by its order dated 14.07.2022, had held that Ex.P3 to be a fraudulent document and that based upon the same, no further documents could be registered.



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23. When that being so, on and from the date of Ex.P19, ie., 14.07.2022 the plaintiffs have lost their right in the property. The limitation to sue the defendants would accrue. In such cases, Article 113 of the Schedule to the Limitation Act would be applicable. In such view of the matter, the issue is decided against the defendants and answered in favour of the plaintiffs.

24. Issue (e) & (b)

It is the claim of the second and third defendants that they having been appointed as Power Agent of the first defendant cannot be held to be liable for the sale consideration. The third defendant, who had examined himself as DW2, to the suggestion made in question No.11 had acknowledged the receipt of sale consideration of Rs.90,00,000/- from the plaintiffs. They have also admitted Ex.P6 document which is the receipt issued by them. When such being the categorical admission made by DW2 in his evidence, this Court is of the considered view that there is a cause of action with the plaintiffs to also proceed against the second and third defendants.

25. Further the consideration, that is passed under Ex.P7 which is sought



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to be driven home under Ex.P6 has been admitted to by DW2. Therefore, this Court is of the considered view that the consideration had been passed under the sale deed to the defendants. Further, even in the written statement filed by DW1, he had admitted that the second and third defendants had paid a sum of Rs.86,75,000/-. When that being so, this Court is of the considered view that the consideration under the Sale Deed has been passed over to the defendants.

26. Issue (a)

The first defendant in his written statement had categorically pleaded that he had executed a Power of Attorney which was coupled with interest, as the value of the property had been paid to him by the defendants 2 & 3 and that with regard to Ex.P7, he has nothing to do with it. The second and third defendants in their written statement has categorically pleaded that the plaintiffs having been satisfied with regard to the title and ownership of the property have agreed to purchase the property under Ex.P7. DW1, who is the first defendant had admitted to the suggestion in question No.29, that it had come to his knowledge in December 2016 about the complaint filed by his vendor against him and he had also admits that in the year 2016, he had also moved this Court seeking for anticipatory bail in CrI.O.P.No.26136 of 2016.



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Even though DW1 had denied meeting of the PW1 before executing the Sale Deed, DW2 had asserted that PW1 had in fact met DW1. The DW2 had been cross-examined by the learned counsel for DW1 and it is surprising to note that there is no suggestion put by him to undo the suggestion to question No.8 put by the learned counsel for the plaintiffs with regard to the meeting between the plaintiffs and the first defendant. In that event, it could only be presumed that plaintiffs and DW1 had met before the execution of Ex.P7. Having knowledge about the criminal case instituted by the vendor of the first defendant, the first defendant had failed to inform the plaintiffs about the title dispute. Further it is not even the case of the defendants that plaintiffs were aware of the title dispute. In such view of the matter, this Court comes to the conclusion that the plaintiffs are the bonafide purchaser of the property.

27. Issue (c)

Under Ex.P8 & 9, the plaintiffs have placed the original contract agreement entered between himself and the builder with regard to the builders agreement and also the payment receipts, pursuant to the said contract. Even though, Ex.P8, was not thoroughly dislodged by the defendants during their cross-examination of PW1, it could be seen that Ex.P9 series which are the



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payment receipts made pursuant to Ex.P8. It could be seen that the suggestions from question Nos.67 to 70 to dislodge Ex.P9 also was in vein. Ex.P8 is an agreement that had been entered between the first plaintiff with one individual Rajasekar and not with any construction company of the said Rajasekar. Further, Ex.P9 series are revenue stamps receipts signed by the said Rajasekar. The suggestions with regard to the payment receipts that too by the learned counsel for the second and third defendants, in the considered view of this Court do not dislodge the claim of the plaintiffs with regard to the construction and the estimated value of the construction and the payments made by the plaintiffs for the expenses incurred for the construction. In such view of the matter, the said issue would have to be answered in favour of the plaintiffs.

28. Issue (f)

In view of the conclusions arrived at with regard to issues (a), (b) and (c) this Court is of the conclusive view that the plaintiffs are entitled for the reliefs sought for in the suit.

29. In fine, the suit is decreed directing the defendants to jointly and severally pay the plaintiffs for a sum of Rs.1,25,00,000/- together with future



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interest at the rate of 9% p.a. from the date of the plaint till the date of its

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realisation. However, there shall be no order as to costs.

27.10.2025

Gba

Index : Yes/No

Internet: Yes/No



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List of witnesses examined on the side of the plaintiff:

PW1- K.Ashok Kumar

List of documents marked on the side of the plaintiff:

Exp1	Original sale deed in the name of Sundara Vadanam and Mrs.Kalaimani vide Document No.8802/1987, dated 25.11.1987
Exp2	Original sale deed executed by N.Sundara Vadanam and Mrs.Kalaimani in favour of Parameshwaran vide Document No.2717/1990, dated 0309.1990
Exp3	Original General Power of Attorney executed by Parameshwaran in favour of Rs.Ganesan vide Document No.765/1997 dated 01.09.1997.
Exp4	Original Sale deed executed by R.Paraameshwaran through his power agent R.Ganesan in favour of Sengodan vide Document No.372/1998, dated 09.02.1998.
Exp5	Original General Power of Attorney executed by Sengodan in favour of C.Govindaraj and R.B.Kumar vide Document No.1043/2016, dated 27.01.2016.
Exp6	Original cash receipt issued by the 2 nd and 3 rd defendants to the plaintiff dated 04.06.2018.
Exp7	Original sale deed executed by the 2 nd and 3 rd defendants in favour of the plaintiff vide Document No.7242 of 2018 dated 04.06.2018.
Exp8	Original contract agreement between the plaintiff and Rajasekar dated 24.08.2018.
Exp9	Original contract agreement payment receipts.
Exp10	Office copy of the R.Parameshwaran gave a complaint to the Deputy Commissioner of Police dated 17.03.2014.
Exp11	Photocopy of the FIR copy dated 18.12.2014.
Exp12	Office copy of the plaint copy in O.S.No.103/2018.
Exp13	Office copy of the plaint copy of O.S.No.483/2018
Exp14	Copy of final report in C.C.No.1439/2020



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Exp15	Office copy of the plaintiff sent a letter to the Commissioner and SI(CCB) along with original receipt issued by Commissioner office dated 06.08.2021.
Exp16	Original Sub Inspector of Police sent a notice to the plaintiff dated 28.08.2021.
Exp17	Original Inspector of Police sent a notice to the plaintiff dated 27.02.2022.
Exp18	Original closing letter issued by the Inspector of Police dated 05.04.2022.
Exp19	Photocopy of final order passed by the Deputy IG of Registrar dated 14.07.2022. (The counsel for defendant objected for marking this document).
Exp20	Photocopy of encumbrance certificate during the period 01.01.2017 to 10.07.2018. (The counsel for defendant objected for marking this document.)

List of witnesses examined on the side of the defendant:

DW1-Mr.C.Sengodan

DW2-Mr.R.B.Kumar

List of documents marked on the side of the defendant:

NIL

27.10.2025

Gba

Index : Yes/ No

Internet : Yes/ No

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K.KUMARESH BABU.J.

Gba

Pre-Delivery Judgment in

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