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S.A.No.1095 of 2014

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 08.12.2025

PRESENT:

THE HONOURABLE DR.JUSTICE A.D.MARIA CLETE

S.A. No. 1095 of 2014

1.Rayar

2.Muthukrishnan

3.Babu

...Appellants

Vs.

Rajamani Ammal
W/o.Chellaiah,
School Street,
Sanrorpalayam,
Cuddalore District.

... Respondent

PRAYER: Second Appeal filed against the Judgment and Decree dated 25.04.2013 in A.S.No.42 of 2012 on the file of the Principal District Judge, Cuddalore confirming the Judgment and Decree dated 30.03.2012 in O.S.No.112 of 2011 on the file of the Principal Subordinate Judge, Cuddalore.

For Appellants : Mr. C.V. Vijayakumar.

For Respondent : Ms. G. Sumithra.

J U D G M E N T



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2.This Second Appeal is directed against the judgment and decree dated 25.04.2013 passed by the learned Principal District Judge, Cuddalore, in A.S.No.42 of 2012, confirming the judgment and decree dated 30.03.2012 passed by the learned Principal Subordinate Judge, Cuddalore, in O.S.No.112 of 2011.

3.The appellants herein are the defendants in the suit. For the sake of convenience, the parties are referred to as they are arrayed in the plaint.

4.The brief facts necessary to dispose of this Second Appeal are as follows:
The plaintiff filed the suit for declaration of title and for consequential permanent injunction in respect of two items of landed property situated at Sanrorpalayam Village, Cuddalore District. According to the plaint, the first defendant was the owner of both items of suit properties and he executed settlement deeds dated 06.10.2003, marked as Exs.A1, in favour of the plaintiff, who is his daughter, and also handed over possession of the suit properties to her. The plaintiff has been in possession and enjoyment of the suit properties ever since.



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5.The first defendant subsequently executed a deed of revocation by cancellation deed dated 31.01.2011, marked as Ex.B1, and thereafter executed another settlement deed dated 31.01.2011, marked as Ex.B2, in favour of defendants 2 and 3, who are the grandsons of the first defendant through his sons. When the defendants attempted to interfere with the plaintiff's possession, the suit came to be filed.

6.The first defendant filed his written statement contending that the settlement deed dated 06.10.2003 was obtained from him by the plaintiff and her husband by taking advantage of his old age when he visited his daughter's house and that he was made to sign without knowing the contents of the documents. According to him, the settlement deeds were not acted upon and possession was not handed over. He further claimed that he came to know about the existence of Ex. A1 only in the year 2010 and therefore, by way of caution, he revoked the settlement deed and executed settlement in favour of his grandsons.

7.The trial court, after framing necessary issues and on consideration of both oral and documentary evidence, concluded that the settlement deed Ex. A1 was executed voluntarily by the first defendant, that it was validly acted upon, and



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accordingly decreed the suit. The first appellate court confirmed the judgment and decree of the trial court.

8.In the Second Appeal, the appellants primarily questioned the concurrent findings of the courts below relating to the validity of Ex. A1, contending that the first defendant had signed the document without knowing its contents and that fraud was played upon him.

9.A perusal of Ex. A1 would show that the settlement deed is a bilateral document, and even according to the evidence of the first defendant himself, the suit properties are in the possession of the plaintiff. This clearly establishes that Ex. A1 was not only executed but was also acted upon. Once the settlement was acted upon and possession was delivered, the first defendant had no right to unilaterally cancel the same. Even assuming that the contention of the first defendant regarding alleged fraud were true, the proper remedy available to him was to approach the civil court seeking cancellation of the document. He could not have unilaterally revoked the settlement on his own without recourse to law and behind the back of the setlee .



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10. Therefore, the revocation deed Ex. B1 is invalid in law. Once the first defendant had divested himself of his rights in the suit properties by virtue of Ex.A1, he had no authority to deal with the same thereafter. Consequently, the subsequent settlement deed Ex. B2 executed in favour of defendants 2 and 3 is also invalid. Both the courts below have rightly applied the settled principles of law and arrived at concurrent findings based on proper appreciation of evidence. The appellant has not been able to demonstrate any perversity, illegality, or misapplication of law warranting interference.

11. This Court finds that no substantial question of law, as required under Section 100 of the Code of Civil Procedure, arises for consideration in this Second Appeal. The appeal merely seeks reappraisal of evidence, which is impermissible in second appellate jurisdiction.

12. In fine, the Second Appeal is dismissed at the admission stage. No order as to costs. Consequently, connected miscellaneous petition, if any, stands closed.



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Index : Yes/No

NCC : Yes/No

Speaking Order / Non-Speaking Order

To

1.The Principal District Judge,
Cuddalore.

2.The Principal Subordinate Judge,
Cuddalore.

3.The Section Officer,
V.R.Section,
High Court of Madras.

DR. A.D. MARIA CLETE, J

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