



WEB COPY

CRP No. 719 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 16-02-2026

CORAM

THE HON'BLE MR.JUSTICE S. SOUNTHAR

CRP No. 719 of 2026 and

CMP No. 3769 of 2026

1. P.Subramanian
No.10E-1, Subbu Apartment,
Coimbatore – 641018.

2. Selvamani
No.10E-1, Subbu Apartment,
Coimbatore - 641018.

..Petitioner(s)

Vs

D.Josephine Mary
W/o. Anandan alias V.Dhivyanandhan,
D.no.992, Sathy Main Road,
Coimbatore - 641012.

..Respondent(s)

Prayer: Civil Revision Petition filed under Article 227 of Constitution of India to set aside the fair and final order dated 09.10.2025 made in IA No.4 of 2024 in OS NO.159 of 2021 on the file of the II Additional District Munsif Court, Coimbatore by allowing this CRP.

For Petitioner(s):

Ms. N. Swetha Priya

for Mr. D.R.Arun Kumar



ORDER

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2. The respondent herein/ plaintiff filed a suit in O.S.No.159 of 2021 against the petitioners herein/defendants 1 and 2 seeking declaration that the sale agreement dated 10.10.2012 executed by the first defendant in favour of the 2nd defendant was null and void and not binding on the plaintiff and for consequential direction to the defendants to hand over the sale deed dated 29.02.1988 and the settlement deed dated 27.08.2008 to the plaintiff. The respondent/plaintiff also sought for injunction restraining the defendants from alienating or encumbering the suit property.

3. It is the case of the respondent/ plaintiff that she and her husband borrowed a sum of Rs.50,000/- from the first defendant and at the relevant point of time, the plaintiff executed a power of attorney with regard to the suit property in favour of the first defendant and she handed over to him the above mentioned documents along with the signed blank promissory notes, blank stamp papers and blank green sheets. It is the further case of the plaintiff that her signatures were obtained in the above mentioned documents by utilising the dominating position of the first defendant at the time of lending money.



4. The suit was resisted by the petitioners/defendants by filing written statement, wherein, a plea was raised regarding the sale deed executed by the first defendant in favour of the 2nd defendant on 29.01.2015. The written statement of the defendants was filed on 14.03.2022. Immediately, the respondent/plaintiff filed the instant application seeking amendment of plaint, so as to include a prayer seeking declaration that the sale deed dated 29.01.2015 executed by the first defendant in favour of the 2nd defendant was null and void and consequential relief of delivery of possession. The said application was allowed by the Trial Court. Aggrieved by the same, the petitioner has come before this court.

5. The learned counsel for the petitioners would submit that the plea raised by the respondent/plaintiff that she acquired knowledge about the sale deed only after filing written statement by the defendants is not at all acceptable, as the plaintiff should have acquired knowledge about the sale deed from the encumbrance certificate obtained by her prior to the filing of the suit.

6. It is seen from the typed set of papers that even in the affidavit filed in support of the amendment application, the respondent/plaintiff claimed that in the encumbrance certificate obtained by her, prior to the filing of the suit, there was no mention about the sale deed executed by the first defendant in favour of the 2nd defendant in the year 2015. The respondent also stated that after filing of



written statement by the defendants, she found that the entry for subsequent sale deed executed by the first defendant in favour of the 2nd defendant was not reflected in the encumbrance certificate obtained by her and filed before the Trial Court at the time of filing the suit. The Trial Court also recorded that the sale deed executed by the 1st defendant (as power agent) in favour of the 2nd defendant was not reflected in the encumbrance certificate filed by the plaintiff at the time of filing of suit. Therefore, the averments made in the affidavit filed in support of the amendment application that the respondent/plaintiff acquired knowledge about the subsequent sale only after filing of the written statement appear to be correct.

7. Admittedly, trial in the suit is not yet commenced and the respondent/plaintiff had already challenged the sale agreement, in which, she wanted to challenge the consequential sale deed and she also sought recovery of possession of the suit property from the defendants. In such circumstances, this court feels that to prevent multiplicity of proceedings and to adjudicate the dispute between the parties in a comprehensive way, the amendment application need to be allowed. Therefore, I do not find any error in the impugned order passed by the Trial Court.



8 . Accordingly, this civil revision petition is dismissed. There shall be no order as to costs. Connected miscellaneous petition is closed.

16-02-2026

Index: Yes/No

Speaking/Non-speaking order

Neutral Citation: Yes/No

MST

To

The II Additional District Munsif,
Coimbatore.



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S.SOUNTHAR, J.

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