



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 25.03.2026

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THE HONOURABLE MR.JUSTICE S.SOUNTHAR

S.A.No.925 of 2021

Chinnathambi
(died on 26.08.2020)

1.Krishnammal

2.I.Sivakumar

3.K.Uma Maheswari

4.R.Chitra

... Appellants

vs.

1.Vajravelu

2.Malarvizhi

3.Kamalraj

4.Subha

5.Arul

... Respondents

*(Cause title accepted vide Court order dated 23.09.2021 made in
CMP.No.15196/2021 in SA.SR.No.69337/2021)*

PRAYER: Second Appeal is filed under Section 100 of the Code of Civil Procedure, to set aside the Judgment and Decree dated 12.02.2019 in



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A.S.No.21 of 2018 on the file of the Principal District Judge, Namakkal, confirming the judgment and decree dated 11.03.2016 in O.S.No.73 of 2014 on the file of the Subordinate Judge Court, Rasipuram and thereby allow the appeal.

For Appellant : Mr.N.Suresh

For R1 : Mr.K.Venkatasubban
for M/s.Sarvabhauman Associates

For R2 to R5 : Not ready in notice

J U D G M E N T

The plaintiffs 2 to 5 in the suit are the appellants.

2. The deceased Chinnathambi and appellants herein, who are all legal representatives of Chinnathambi's brother Iyyanar filed a suit seeking cancellation of Sale Deed allegedly executed by them on 13.08.2013 in favour of the 1st respondent/defendant. They also sought for injunction restraining the defendant from alienating the suit property. The suit was dismissed by the Trial Court and the finding of the Trial Court was affirmed by the First Appellate Court. Challenging the concurrent finding, the plaintiffs 2 to 5 have filed the present Second Appeal.



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3. The Legal Representatives of the deceased 1st plaintiff have been impleaded as respondents 2 to 5.

4. According to the plaintiffs, the suit property belonged to 1st plaintiff, Chinnathambi and his two brothers namely Iyyanar and Rajendran. They purchased the suit property under Sale Deed dated 24.08.1974. The defendant filed a suit in O.S.No.319 of 2004 seeking Specific Performance of the alleged agreement dated 21.06.2004 executed by 1st plaintiff and his two brother Iyyanar and Rajendran. The plaintiffs, who were arrayed as defendants in the said suit, filed written statement denying execution of the Sale Agreement. The said suit was dismissed for default on 03.03.2011 owing to non-appearance of the plaintiff therein.

5. According to the plaintiffs, thereafter, the defendant approached the plaintiffs and represented that in order to cancel the Sale Agreement dated 21.06.2004, a document could be executed and registered. Believing the words of the defendant, the 1st plaintiff and his brother Iyyanar, predecessor-in-interest of plaintiffs 2 to 5 signed the document. It was also stated that for executing the said document, the 1st plaintiff and Iyyanar did not receive any consideration. After sometime, the defendant attempted to interfere with the



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plaintiffs right over the suit property. Thereafter, the plaintiff on enquiry came to know that the defendant prepared a Sale Deed in respect of suit property and got it registered by playing fraud on the plaintiffs. It was also stated that suit property was worth about Rs.50,00,000/- and the sale consideration mentioned in the Sale Deed in favour of the defendant was a paltry sum. The plaintiffs also stated that the property has been in their possession and enjoyment and sought for setting aside of the Sale Deed dated 13.08.2013 allegedly executed by them in favour of the defendant.

6. The 1st respondent/defendant filed written statement and denied various averments found in the plaint. It was his case that the suit property was purchased by 1st plaintiff and his two brothers, Iyyanar and Rajendran under Sale Deed dated 24.08.1974. One of the brother of the 1st plaintiff, Rajendran executed a Sale Deed in favour of the defendant on 02.05.2011 in respect of his 1/3rd share. The plaintiffs executed the impugned Sale Deed dated 13.08.2013 in respect of their 2/3rd share. Therefore, according to the defendant, they are entitled to suit property by virtue of two documents mentioned above. It was also pleaded by the defendant that on 11.02.2004, there was Sale Agreement between 1st plaintiff and his two brothers to sell the property to one Ashokan. Thereafter, the said Sale Agreement was



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cancelled and 1st plaintiff and his two brothers entered into a fresh Sale Agreement with the defendant agreeing to sell the suit property for consideration of Rs.6,40,640/-. Since the 1st plaintiff and his two brothers failed to execute the Sale Deed pursuant to the said agreement, a suit for specific performance was filed against them before the District Court, Namakkal in O.S.No.319 of 2004. The said suit was initially decreed *ex parte* on 15.11.2007. Thereafter, the *ex parte* decree was set aside and the suit was dismissed for default on 03.03.2011. The defendant also had taken steps to restore the suit. In the meantime, 1st plaintiff's brother, Rajendran executed a Sale Deed in favour of defendant on 02.05.2011 in respect of his 1/3rd share. Thereafter, the plaintiffs also executed Sale Deed in favour of defendant on 13.08.2013 in respect of their 2/3rd share. The allegation in the plaint, as if the plaintiffs put their signature in the impugned Sale Deed on the misrepresentation made by the defendant that it was a document to cancel the earlier sale agreement was specifically denied.

7. It was also pleaded by the defendant that plaintiffs signed the document only after knowing the contents and they produced Death Certificate, Legal Heirship Certificate of Iyyanar and ID Card before the Sub-Registrar Office for the purpose of registration of the document.



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Therefore, it is the case of the defendant that he has been in possession and enjoyment of the property as owner pursuant to the above said sale deed and he sought for dismissal of the suit.

8. Before the Trial Court, the 1st plaintiff was examined as PW.1. One of the attesor to impugned sale deed was examined as PW.2. One Chidambaram was examined as PW.3. On behalf of the plaintiffs, 6 documents were marked as Exs.A1 to A6. The defendant was examined as DW.1 and another attesor to the impugned sale deed was examined as DW.2. On behalf of the defendant, the Sale Deed executed by 1st plaintiff's brother Rajendran was marked as Ex.B1.

9. The Trial Court on appreciation of oral and documentary evidence available on record, came to the conclusion that the plaintiffs executed the impugned Sale Deed in favour of the defendant and as a consequence, dismissed the suit. Aggrieved by the same, the plaintiffs preferred an appeal in A.S.No.21 of 2018 on the file of the Principal District Court, Namakkal. The First Appellate Court affirmed the findings of the Trial Court and dismissed the appeal. Aggrieved by the same, the plaintiffs 2 to 5 alone have filed the present second appeal.



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10. The learned counsel appearing for the appellants by relying on evidence of attesor to impugned Sale Deed namely PW.2 would submit that he clearly deposed at the time of execution of the Sale Deed no consideration was paid to the plaintiffs and they signed the document without knowing the contents. According to the learned counsel, both the Courts below over looked the evidence of PW.2 and therefore, the findings are liable to be set aside. The learned counsel also submitted that the value of the suit property is much more than what was mentioned in the impugned Sale Deed. Therefore, the amount mentioned in the impugned Sale Deed creates a serious suspicion about the genuineness of the same.

11. It is seen from the pleadings of the plaintiffs, the impugned Sale Deed has been questioned only on the ground that they put their signature without knowing its contents. According to them, the defendant made a representation that document was prepared to cancel the earlier sale agreement and believing his words, they signed the document without knowing it was a conveyance deed in favour of the defendant. It is seen from the evidence of PW.2 the defendants 4 and 5 have studied upto 12th standard. He also admitted that they are capable of understanding the contents of the document.



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12. It is settled law that there is a general presumption of validity attached to registered Sale Deed and the person questioning the registered document shall prove the same that was not a genuine document. In this regard, a reference may be had to the decisions in *Prem Singh vs. Birbal* reported in *2006 (5) SCC 353* and *Rattan Singh vs. Nirmal Gill* reported in *2021 (15) SCC 300*.

13. In the case on hand, as admitted by PW.2, the plaintiffs are not illiterates and especially the plaintiffs 4 and 5 are literates and capable of understanding the impact of the document upon their interest. It is also seen PW.1 in his evidence admitted the original title document of suit property i.e., 1974 Sale Deed was handed over to the defendant. In the earlier suit filed by the defendant against the plaintiffs for specific performance, a plea was raised by the plaintiffs, as if the original title document was handed over to the defendant as a security. However, the said plea has not been raised in the present suit.

14. It is also pertinent to mention that one of the brother of the 1st plaintiff namely Rajendran, who has got 1/3rd share in the suit property



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already executed a Sale Deed in favour of defendant and the said document has been marked as Ex.B1. He has not chosen to question the said document till date.

15. Taking into consideration the admission of PW.1 regarding the availability of original title document in the hands of the defendant, failure of the co-owner/Rajendran to question the Sale Deed executed by him and also the evidence of PW.2 with regard to the capacity of the plaintiffs 4 and 5 to understand the contents of document etc., the Courts below came to a factual conclusion that the Sale Deed executed by the plaintiffs in favour of defendant is a genuine document and the plaintiffs failed to prove that they executed the document without knowing the contents of the same.

16. While coming to the said conclusion the Courts below also taken into consideration the evidence of other Attestor namely DW.2. The factual conclusion reached by the Courts below is based on proper appreciation of evidence available on record and I do not find any perversity in the said conclusion reached by the Courts below.



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17. It is settled law that merely because another view is possible, this

Court cannot reappreciate the evidence available on record and take a view which is different from the view taken by the Courts below. In view of the discussion made earlier, I do not find anything to interfere with the factual conclusion reached by the Courts below.

18. **In Nutshell**:-

(i) The Second Appeal stands dismissed.

(ii) In the facts and circumstances of the case, there will be no order as to costs.

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Index : Yes
Speaking order : Yes
Neutral Citation : Yes
dm



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To

1.The Principal District Court,
Namakkal.

2.The Subordinate Court,
Rasipuram.



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S.SOUNTHAR, J.

dm

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