



S.A.No.456 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

<i>Reserved on</i>	<i>14.10.2025</i>
<i>Pronounced on</i>	<i>09.01.2026</i>

Coram:

The Honourable Mrs.Justice K.GOVINDARAJAN THILAKAVADI

Second Appeal No.456 of 2025
and C.M.P.No.15016 of 2025

1.Lakshmi Ammal
2.Azhagammal
3.Muthulakshmi
4.Karthick

.. Appellants

versus

1.Arunraj
2.The Joint Registrar -1, Sub Registrar,
Joint Registrar-1 , Sub Registrar Office,
Rear side of District Police Office,
Thiruchengodu road,
Namakkal Town, Taluk and District.

..

Respondents

Prayer: Second Appeal is filed under Section 100 CPC, praying to set aside the judgment and decree dated 06.03.2025 made in A.S.No.25 of 2023 on the file of learned Principal Sub Court, Namakkal, confirming the judgment and decree dated 21.03.2023 made in O.S.No.50 of 2017 on the file of the



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learned Additional District Munsif Court, Namakkal.

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For Appellants : Mr.M.Sridhar

For Respondents : Mr.B.Thirumalai for R1

Mr.V.Ramesh, Government Advocate for R2

JUDGMENT

The above second appeal arise out of the judgment and decree dated 06.03.2025 made in A.S.No.25of 2023 on the file of Principal Sub Court, Namakkal, confirming the judgment and decree dated 21.03.2023 made in O.S.No.50 of 2017 on the file of the District Munsif Court, Namakkal.

2. The defendants 1 to 4 have preferred the present second appeal. The

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1 respondent as plaintiff filed the above suit for declaration

i.to rectify the survey No.352/28 in the settlement deed dated 06.03.2009 as survey No.352/48 and town survey No.178.

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ii. To direct the 1 defendant to rectify the said defect and in the event



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if the same is refused by the 1st defendant, the 5th defendant Sub Registrar, Namakkal District shall be directed to rectify the said defect.

iii.To declare the cancellation deed dated 12.04.2011 executed by the

1st defendant as null and void. To declare the settlement deed dated 13.11.2015 executed by the 1st defendant in favour of the defendants 2 & 3 as null and void.

iv.To declare the mortgage deed executed by the 2nd and 3rd defendants in favour of the 4th defendant dated 18.11.2016 as null and void and for other reliefs.

3.The trial Court decreed the above suit in favour of the plaintiff and the same was confirmed by the First Appellate Court. Aggrieved by this, the present appeal is preferred by the defendants 1 to 4.

4. The learned counsel appearing for the appellants would submit that the suit property is self acquired property of the 1st appellant/1st defendant.

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respondent/plaintiff would submit that, the 1st defendant unilaterally cancelled the settlement deed executed in favour of the plaintiff which is legally unsustainable. To support his contention, he has relied upon the judgment of the Hon'ble Supreme Court in Civil Appeal No.4312 of 2025. He would further submit that after executing a settlement deed in favour of the plaintiff, the 1st defendant do not have any right over the suit property and execute the settlement deed dated 30.11.2015 in favour of the defendants 2 and 3. Considering the above facts and circumstances of the case, the Courts below rightly decreed the suit in favour of the plaintiff which warrants any interference by this Court.

6.Heard on both sides, records perused.

7.It is not in dispute that the 1st defendant executed the settlement deed dated 06.03.2009 marked as Ex.A.4 before the trial Court. It is also not in dispute that the said settlement deed was cancelled by the 1st defendant on 5/10



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12.04.2011 under Ex.A5. Thereafter, the 1st defendant had executed a settlement deed on 30.11.2015 under Ex.A5 in favour of the 2nd and 3rd defendants. Now, it has to be seen whether such unilateral cancellation of the settlement deed is valid.

8.A unilateral cancellation of the settlement deed is not valid, especially if the deed is registered and creates vested rights, as it requires mutual consent or specific conditions in the deed for revocation. Once a settlement deed is executed and registered, rights vest in the beneficiary (settlee) making them irrevocable without the beneficiary's consent. Unilateral cancellation is permissible only if the original settlement deed included specific conditions and the settlee failed to fulfil them, as stated in the deed. However, the settlement deed can be challenged in a Civil Court on grounds like fraud, coercion, undue influence or misrepresentation, which, if proven, can lead to the deed being declared void. Otherwise, a settlement deed, once registered irrevocably transfers property, unless a right to revoke is reserved in the deed itself. A separate cancellation deed



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registered by the settlor alone is legally ineffective and void. To undo a settlement deed, a suit has to be filed in a competent Civil Court to have it set aside or declare void. The onus is usually on the party alleging fraud or co-ersion to prove it, but in fiduciary relationships like parent and child, the burden might shift to the dominant party to prove the absence of such influence.

9. Admittedly, there is no specific conditions in the settlement deed dated 06.03.2009 which the settlee failed to meet. Only in such case, the

settlor st 1 defendant might cancel it. Moreover, the husband of the st 1 defendant has stood as witness to the said document. Neither in the cancellation deed nor in the settlement deed executed in favour of the

defendants 2 & 3, the st 1 defendant had whispered about the alleged fraud committed by the plaintiff and his father. Moreover, even in the settlement deed dated 06.03.2009 executed in favour of the plaintiff, it is mentioned

that the st 1 defendant and her husband shall live along with the plaintiff till



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their life time. Therefore, it cannot be said that the settlement deed is not acted upon. Moreover, it is settled law that delivery of possession is not *sine qua non* to validate a settlement deed. Therefore, for the document to be valid, it is sufficient if it is proved that the same was acted upon during the lifetime of the executant. The factum of acceptance can be derived from the conduct of the parties. Moreover, the plaintiff at the time of filing the suit was in possession of the original title deed. The receipt of the original document by the plaintiff and registration of the settlement deed, would amount to acceptance and the transaction satisfies the requirement of Section 122 of the Transfer of Property Act, 1882. It is to be noted that once a settlement deed has been acted upon, the same cannot be unilaterally cancelled and in the absence of any clause or reservation to cancel, the executant has no right to cancel the same. Moreover, the reasons for cancellation has to be proved in a Court of law, which is not done in the present case. Therefore, the unilateral cancellation of the settlement deed

dated 06.03.2009 by the 1st defendant is void and consequently, the



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settlement deed dated 30.11.2015 executed by the 1 defendant in favour of the defendants 2 & 3 in respect of the suit property is invalid. No perversity or infirmity found in the judgments passed by the Courts below which calls for any interference by this Court.

10.In the result,

(i)this second appeal stands dismissed. No costs.

(ii) the judgment and decree dated 06.03.2025 made in A.S.No.25 of 2023 on the file of learned Principal Sub Court, Namakkal, confirming the judgment and decree dated 21.03.2023 made in O.S.No.50 of 2017 on the file of the learned Additional District Munsif Court, Namakkal, is upheld. Consequently, connected miscellaneous petition is closed.

09.01.2026

vsn

Index: Yes/No

Speaking order / Non-speaking order

To

- 1.The Principal Sub Court, Namakkal
2. The Additional District Munsif Court, Namakkal.
- 3.The Section Officer, VR Section, High Court, Madras.

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K.GOVINDARAJAN THILAKAVADI,J.

vsn

**Pre- delivery judgment made in
Second Appeal No.456 of 2025
and C.M.P.No.15016 of 2025**

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