



WEB COPY

SA No. 354 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 04-06-2026

CORAM

THE HON'BLE MR.JUSTICE S. SOUNTHAR

SA No. 354 of 2026

T.Ramasamy Gounder (Deceased),
1. R.Arunachalam
2. Alamelu
3. R.Eswari
Ramathal (deceased)

..Appellant(s)

Vs

R.Natarajan,

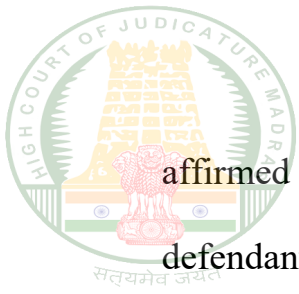
..Respondent(s)

Prayer: Second appeal is filed under Section 100 of Code of Civil Procedure, 1908, praying to set aside the Order of Decree and Judgment in A.S.No.6 of 2023 on the file of the Learned Subordinate Judge at Palladam, dated 11.12.2024 by confirming the Decree and Judgment order of the O.S.No.127 of 2011 on the file of the Learned District Munsiff of Palladam, dated 16.02.2023.

For Appellant(s): Mr.B. Nedunzhelian

JUDGMENT

The unsuccessful defendants are the appellants. The respondent herein filed a suit seeking declaration that settlement cancellation deed executed by first defendant dated 06-08-2010 and subsequent settlement deed executed by 1st defendant in favour of other defendants dated 09-12-2010 were null and void. The suit was decreed by the trial court. The findings of the trial court were



affirmed by the first appellate court. Aggrieved by the concurrent findings, the defendants have come before this court by way of second appeal.

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2. According to the respondent/plaintiff, the suit property originally belonged to his father/first defendant. The defendants 2 to 4 are his siblings. The first defendant executed a settlement deed on 14.10.2008 settling the suit property in favour of plaintiff and delivered possession of the same. Subsequently, the plaintiff got revenue records like property tax, house tax, etc., mutated in his favour. The plaintiff has been in possession and enjoyment of the same. Suddenly, the second defendant attempted to interfere with the plaintiff's possession. On enquiry, it came to the knowledge of the plaintiff that the first defendant executed a settlement cancellation deed on 06-08-2010 unilaterally cancelling the settlement deed executed in favour of plaintiff. Since unilateral cancellation of the settlement deed was executed, the plaintiff was constrained to file a suit seeking declaration that the settlement cancellation deed was invalid.

3. In the written statement filed by the defendants, it was claimed by them that the first defendant executed a subsequent settlement deed in favour of other defendants. Hence, the plaint was amended and a new prayer was included seeking declaration that subsequent settlement deed dated 09.12.2010 executed by first defendant was also null and void.

4. The defendants filed a written statement and claimed that plaintiff employed undue influence and taking advantage of the age and illiteracy of the

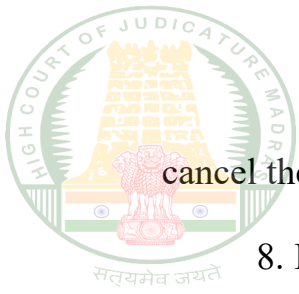


first defendant, he got settlement deed executed in his favour. The defendants also denied the possession of the plaintiff over the suit property. It was claimed that since the settlement deed in favour of plaintiff was executed with undue influence employed by the plaintiff, the same was not valid and the first defendant was entitled to cancel the same. On these pleadings, the defendants sought for dismissal of the suit.

5. Before the trial court, the plaintiff was examined as PW1 and on his behalf, 30 documents were marked as Ex.A1 to Ex.A30. On behalf of the defendants, the defendants 2 and 4 were examined as DW1 and DW2 and 15 documents were marked as Ex.B1 to Ex.B15.

6. The trial court, on appreciation of oral and documentary evidence available on record, came to the conclusion that the unilateral cancellation of settlement deed executed by the first defendant was not valid and hence, decreed the suit as prayed for. Aggrieved by the same, the defendants preferred first appeal in AS.No.6 of 2023 on the file of the Sub-Ordinate Judge, Palladam. The first appellate court affirmed the findings of the trial court. Aggrieved by the same, the defendants have come before this court.

7. The learned counsel for the appellants/defendants submitted that the suit property was admittedly a self-acquired property of the first defendant and hence, he was entitled to dispose of the same as per his wish. It is further submitted that the settlement deed in favour of plaintiff was obtained by employing undue influence and therefore, the first defendant was entitled to



cancel the same.

8. It is the specific case of the defendants that the original settlement deed executed by first defendant in favour of plaintiff was vitiated by flaw in consent and therefore, the same is not valid. In the written statement, it was pleaded by the defendants that plaintiff made a misrepresentation as if he was indebted and he was in need of property to mortgage and obtain loan for the purpose of educating his children. Believing the words of the plaintiff, the first defendant executed settlement deed in his favour on 14-10-2008 and the same was not executed out of free will of first defendant. In case the settlement deed executed by first defendant was not out of a free will and his consent to the deed was vitiated by misrepresentation or undue influence, it is for him to file a suit for cancellation of the settlement deed. In the case on hand, admittedly, the first defendant has not filed any suit seeking cancellation of settlement deed executed by him in favour of plaintiff on the ground that his consent to the document was obtained by employing undue influence or misrepresentation.

9. It is settled law that unilateral cancellation of the settlement deed is invalid. In the case on hand, without taking proper legal steps to cancel the settlement deed, the first defendant appeared to have executed cancellation settlement deed on 06.08.2010 cancelling the earlier settlement deed executed by him in favour of plaintiff. Since the unilateral cancellation of settlement deed is unlawful, the document executed by first defendant on 06.08.2010 was held to be invalid by the courts below. In the original settlement deed executed by



first defendant in favour of plaintiff, he has not reserved any right to cancel the same. In these circumstances, the courts below rightly came to the conclusion that unilateral cancellation of the settlement deed is invalid and consequential second settlement deed executed by first defendant in favour of other defendants on 09.12.2010 is also invalid. I do not find any legal error in the conclusions reached by the courts below. The appellants have not made out any substantial question of law for consideration. Accordingly, the second appeal stands dismissed by affirming the decree and judgment dated 11.12.2024 made in A.S.No.6 of 2023 on the file of the Subordinate Judge, Palladam confirming the decree and judgment dated 16.02.2023 made in O.S.No.127 of 2011 on the file of the District Munsif, Palladam. There shall be no order as to costs.

04-06-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No
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To

1. The Subordinate Judge, Palladam
2. The District Munsif, Palladam.



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S.SOUNTHAR, J.

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