



S.A.Nos.184, 185, 191 and 192 of 2020

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 18.03.2026

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THE HONOURABLE MR.JUSTICE S.SOUNTHAR

S.A.Nos.184, 185, 191 and 192 of 2020

S.A.No.184 of 2020:

1.R.Kannan

2.R.Munusamy

3.R.Sakthivel

... Appellants

vs.

Veerammal

... Respondent

PRAYER: Second Appeal is filed under Section 100 of the Code of Civil Procedure, to set aside the Judgment and Decree dated 30.07.2019, made in A.S.No.48 of 2016, on the file of the Additional District and Session Judge, Chengalpattu, reversing the Judgment and Decree dated 28.09.2016, made in O.S.No.110 of 2013, on the file of Additional Sub-Court, Chengalpattu.

For Appellants : Mr.M.Murugesan

For Respondent : Mr.S.Ramesh

S.A.No.185 of 2020:

1.R.Kannan

2.R.Munusamy

3.R.Sakthivel

... Appellants



S.A.Nos.184, 185, 191 and 192 of 2020

VS.

V.Raju Devar (Died)

Veerammal

... Respondent

PRAYER: Second Appeal is filed under Section 100 of the Code of Civil Procedure, to set aside the Judgment and Decree dated 30.07.2019, made in A.S.No.49 of 2016, on the file of the Additional District and Session Judge, Chengalpattu, reversing the Judgment and Decree dated 28.09.2016, made in O.S.No.80 of 2011, on the file of Additional Sub-Court, Chengalpattu.

For Appellants : Mr.M.Murugesan

For Respondent : Mr.S.Ramesh

S.A.No.191 of 2020:

1.R.Kannan

2.R.Munusamy

3.R.Sakthivel

... Appellants

VS.

1.Andal

2.M.Gowtham

... Respondents

PRAYER: Second Appeal is filed under Section 100 of the Code of Civil Procedure, to set aside the Judgment and Decree dated 30.07.2019, made in A.S.No.47 of 2016, on the file of the Additional District and Session Judge, Chengalpattu, reversing the Judgment and Decree dated 28.09.2016, made in O.S.No.78 of 2011, on the file of Additional Sub-Court, Chengalpattu.

For Appellants : Mr.M.Murugesan

For R1 : Mr.T.N.Sugesh

For R2 : Mr.S.Ramesh



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S.A.No.192 of 2020:

1.R.Kannan

2.R.Munusamy

3.R.Sakthivel

... Appellants

vs.

K.Ravi @ Shanmugasundaram

... Respondent

PRAYER: Second Appeal is filed under Section 100 of the Code of Civil Procedure, to set aside the Judgment and Decree dated 30.07.2019, made in A.S.No.50 of 2016, on the file of the Additional District and Session Judge, Chengalpattu, reversing the Judgment and Decree dated 28.09.2016, made in O.S.No.82 of 2011, on the file of Additional Sub-Court, Chengalpattu.

For Appellants : Mr.M.Murugesan

For Respondent : Mr.K.Govi Ganesan

COMMON JUDGMENT

The plaintiffs in the suits in O.S.Nos.78, 80 and 82 of 2011 and O.S.No.110 of 2013 for declaration of title and permanent injunction are the appellants.



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2. The appellants herein filed a suits for declaration of title and for permanent injunction. The suits were decreed by the Trial Court. The first appeals filed by the respective defendants were allowed by the First Appellate Court. Aggrieved by the reversal findings, the plaintiffs have come before this Court.

3. In all these cases, the plaintiffs are one and the same and the defendants are different persons, who said to have purchased the suit properties from the plaintiffs.

4. According to the plaintiffs, the suit properties originally belonged to their Paternal Grandmother-Mangammal. She executed a Will dated 30.03.1969 marked as Ex.A1 giving life estate in respect of the suit properties in favour of the plaintiffs' father-Ranganathan Gramani with vested remainder to the plaintiffs. The said Mangammal died on 10.01.1980. The father of the plaintiffs-Ranganathan Gramani died in the year 1993. Thereafter, as a vested remainder holder, the plaintiffs got the properties absolutely. On 31.07.2007, the plaintiffs effected Partition among themselves. The defendants in respective suits, who are strangers to the suit



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properties attempted to interfere with the possession of the plaintiffs and hence, initially a suit for bare injunction was filed. Since the defendants filed written statement and denied title of the plaintiffs. The plaint was amended by including the prayer for declaration.

5. The defendants filed written statement denying the title as well as possession of the plaintiffs over the suit property. According to the defendant in S.A.No.184 of 2020 (O.S.No.80 of 2007 renumbered as O.S.No.110 of 2013), the suit property was sold to defendant-R.Veerammal by the plaintiffs and their father-Ranganathan Gramani under a registered Sale Deed dated 07.09.1989 marked as Ex.B5 in the said suit. In the said Sale Deed, the 3rd plaintiff-R.Sakthivel was described as a Minor represented by Natural Guardian-Ranganathan Gramani.

6. As per the averments of the defendant in S.A.No.185 of 2020 (O.S.No.82 of 2007 renumbered as O.S.No.80 of 2011), the subject matter of the suit property was sold to the defendant-V.Raju Devar by the plaintiffs and their father-Ranganathan Gramani under the registered Sale Deed dated 04.02.1993 marked as Ex.B3 in the said suit.



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7. According to the defendant in S.A.No.191 of 2020 (O.S.No.81 of 2007 renumbered as 78 of 2011), the subject of the suit property was sold to the defendants-Andal and M.Gowtham by the plaintiffs and their father-Ranganathan Gramani by two registered Sale Deeds dated 04.12.1990 and 10.12.1990 marked as Ex.B2 and B3 respectively in the said suit. In the said Sale Deeds, the 3rd plaintiff-R.Sakthivel was described as Minor and represented by Natural Guardian/Father-Ranganathan Gramani.

8. According to the defendant in S.A.No.192 of 2020 (O.S.No.83 of 2007 renumbered as 82 of 2011), the subject matter of the suit property was sold to the defendant's vendor-A.D.Haarish under the registered Sale Deed dated 28.04.1992 marked as Ex.B1 and he executed a Sale Deed dated 14.09.2006 in favour of the defendant-K.Ravi @ Shanmugasundaram, which was marked as Ex.B4 in the said suit.

9. Therefore, according to the defendants, the plaintiffs having sold the properties to the defendants are not entitled to claim any right over the suit properties. It was also stated by the defendants that the 3rd plaintiff-R.Sakthivel, who was described as Minor in three documents executed on 07.09.1989, 04.12.1990 and 10.12.1990 mentioned supra, attained majority



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long back and the present suits filed by them originally in the year 2007 were barred by limitation. On these pleadings, the defendants sought for dismissal of the suits.

10. All the suits were taken up for trial simultaneously and in the all the suits, the 2nd plaintiff-R.Munusamy was examined as PW.1 and mother of the plaintiffs namely Lakshmi Ammal was examined as PW.2. One independent witness-Krishnamoorthy was examined as PW.3. In all the cases, the plaintiffs marked 22 documents as Exs.A1 to A22. The defendant in O.S.No.110 of 2013 was examined as DW.1, the defendant in O.S.No.80 of 2011 was examined as DW.1, 1st defendant in O.S.No.78 of 2011 was examined as DW.1 and defendant in O.S.No.82 of 2011 was examined as D.W.1. Exhibits including the revenue documents were marked on their side.

11. The Trial Court on consideration of evidence available on record came to the conclusion that the Sale Deeds executed by Ranganathan Gramani on behalf of minor son was void in the eye of law and hence, ignoring the Sale Deeds in favour of defendants granted decree of declaration and injunction. Aggrieved by the said judgment and decree, the



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defendants in respective suits filed first appeal and the First Appellate Court reversed the findings of the Trial Court and allowed the appeals. As a consequence, all the suits were dismissed by the First Appellate Court. Aggrieved by the same, the plaintiffs have come before this Court by filing these second appeals.

12. The learned counsel appearing for the appellants would vehemently contend that filing of suit to avoid the Sale Deed executed by Guardian of Minor is not necessary in all cases and the Sale Deed executed by Guardian without getting prior permission of the Court as required under Section 8 of the Hindu Minority and Guardianship Act, 1956 can be avoided by minor by any other mode. In support of the said submission, the learned counsel for the appellants relied on the judgment of the Apex Court in ***K.S.Shivappa vs. K.Neelamma*** reported in **2025 INSC 1195**. The learned counsel also by relying on Ex.A4-Legal Heirship Certificate of plaintiffs' father-Ranganathan Gramani, submitted that as per the age of the plaintiffs indicated in the said Certificate, all the plaintiffs should be minors on the date of execution of Sale Deeds in favour of respective defendants. He further submitted that the execution of the Sale Deeds by the Guardian was not within the knowledge of minor-plaintiffs, when they attained majority,

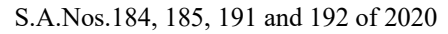


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after acquiring knowledge about the Sale Deeds, they filed a suit seeking declaration of title.

13. Per contra, the learned counsel appearing for the respondent in S.A.No.184 and 185 would submit that in the Sale Deeds executed by the plaintiffs and their father, only 3rd plaintiff-R.Sakthivel was described as Minor in Sale Deed dated 07.09.1989 marked as Ex.B5, executed in favour of the defendant in S.A.No.184 of 2020 and Sale Deeds dated 04.12.1990 and 10.12.1990 marked as Exs.B2 and B3 executed in favour of defendants in S.A.No.191 of 2020. In all other documents, all the plaintiffs were described as Majors and they signed the document along with their father. Therefore, according the learned counsel for the respondent, the plaintiffs cannot rely on Section 8 of the Hindu Minority and Guardianship Act, 1956 in respect of all the documents. The learned counsel further submitted that under Section 8 (3) of the Hindu Minority and Guardianship Act, 1956, the Sale Deed executed by the Natural Guardian of minor is voidable at the option of minor and the minor is entitled to avoid the document within three years from the date of attaining majority and in the case on hand, even as per the plaint averments, the plaintiffs were aged about 35, 32 and 31 years respectively and therefore, the suits were filed well beyond the period of

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(i) *Vishwambhar and others vs. Laxminarayan (dead) Through LRS.*
and another reported in (2001) 6 SCC 163.

(ii) *Nangali Amma Bhavani Amma vs. Gopalkrishnan Nair and others*
reported in (2004) 8 SCC 785.

(iii) *Kathirammal and others vs. Chellapandi and another* reported in **2024:MHC:2469**.

14. A perusal of the Sale Deeds executed by the plaintiffs in favour of the respective defendants dated 07.09.1989 (marked as Ex.B5 in O.S.No.110 of 2013), 04.02.1993 (marked as Ex.B3 in O.S.No.80 of 2011), 04.12.1990, 10.12.1990 (marked as Ex.B2 and Ex.B3 in O.S.No.78 of 2011 respectively) and 28.04.1992 (marked as Ex.B1 in O.S.No.82 of 2011), would indicate that except in three documents, dated 07.09.1989, 04.12.1990 and 10.12.1990, in other documents, all the plaintiffs have been described as 'Majors' and they signed the documents along with their father.

15. In the above mentioned three documents, the plaintiffs 1 and 2 have been described as Majors and only the 3rd plaintiff-R.Sakthivel has

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been described as minor. Therefore, these documents were executed by plaintiffs' father-Ranganathan Gramani and plaintiffs 1 and 2.

16. As far as 3rd plaintiff-Minor/R.Sakthivel is concerned, he was represented by his Natural Guardian father-Ranganathan Gramani. In the plaint averment, the plaintiffs have not even mentioned about the Sale Deeds executed by the plaintiffs and their father in favour of the defendants. The sale by plaintiffs was mentioned by the defendants in their written statement. In response to the averment made in the written statement, the plaintiffs have not filed any reply statement stating that all the plaintiffs were minors at the relevant point of time. Therefore, there is no plea on the part of the plaintiffs that all the plaintiffs were minors at the time of execution of Sale Deeds in favour of the defendants. However, the learned counsel appearing for the appellants by relying on Ex.A4-Legal Heirship Certificate, would contend that all the plaintiffs were minors, when documents relied on by the defendants came into existence.

17. It is settled law that no amount of evidence without plea cannot be permitted. In the case on hand, there is no specific plea by the plaintiffs all the plaintiffs were minors at the relevant point of time. In any event,



based on the title of the defendants, this Court already came to the conclusion that 3rd plaintiff was minor in respect of three documents mentioned above. Any finding rendered by this Court with regard to the minor 3rd plaintiff will hold good, even assuming all the plaintiffs were treated as minors.

18. Section 8 of the Hindu Minority and Guardianship Act, 1956, deals with powers of natural guardian, which reads as follows:-

“8. Powers of natural guardian.-(1) The natural guardian of a Hindu minor has power, subject to the provisions of this section, to do all acts which are necessary or reasonable and proper for the benefit of the minor or for the realization, protection or benefit of the minor's estate; but the guardian can in no case bind the minor by a personal covenant.

(2) The natural guardian shall not, without the previous permission of the court,-

(a) mortgage or charge, or transfer by sale, gift, exchange or otherwise, any part of the immovable property of the minor; or

(b) lease any part of such property for a term exceeding five years or for a term extending more than one year beyond the date on which the minor will attain majority.

(3) Any disposal of immovable property by a natural guardian, in contravention of sub-section (1) or sub-section (2), is voidable at the instance of the minor or any person claiming under him.

(4) No court shall grant permission to the natural guardian



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to do any of the acts mentioned in subsection (2) except in case of necessity or for an evident advantage to the minor.

(5) The Guardians and Wards Act, 1890 (8 of 1890), shall apply to and in respect of an application for obtaining the permission of the court under sub-section (2) in all respects as if it were an application for obtaining the permission of the court under section 29 of that Act, and in particular-

(a) proceedings in connection with the application shall be deemed to be proceedings under that Act within the meaning of section 4A thereof;

(b) the court shall observe the procedure and have the powers specified in sub-sections (2), (3) and (4) of section 31 of that Act; and

(c) an appeal shall lie from an order of the court refusing permission to the natural guardian to do any of the Acts mentioned in sub-section (2) of this section to the court to which appeals ordinarily lie from the decisions of that court.

(6) In this section, "Court" means the city civil court or a district court or a court empowered under section 4A of the Guardians and Wards Act, 1890 (8 of 1890), within the local limits of whose jurisdiction the immovable property in respect of which the application is made is situate, and where the immovable property is situate within the jurisdiction of more than one such court, means the court within the local limits of whose jurisdiction any portion of the property is situate."

19. A perusal of the above provision would make it clear a natural guardian of minor is entitled to sell the property of minor only with the



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previous permission of the Court. In case, no previous permission of the Court has been obtained, the document shall be voidable at the instance of the minor and or any person claiming to be ward. In the case on hand, in the title documents of the defendants, there is no reference about the prior permission of the Court. Therefore, we can safely come to the conclusion that the father of the plaintiffs sold property of minor 3rd plaintiff- R.Sakthivel without obtaining permission of the Court. In such circumstances, the same shall be treated as a voidable document at the instance of the minor plaintiff.

20. As per Article 60 of Schedule-I to the Limitation Act, 1963, the time limit for setting aside a transfer made by the guardian of a ward is three years from the date of ward attaining majority. The learned counsel appearing for the appellants by relying on Article 59 of the Limitation Act, 1963 would contend that the limitation will start only from the date of knowledge of the plaintiffs. Article 59 of the Limitation Act, 1963, is a general provision, which enable one of the parties to the instrument to cancel the document, when the facts entitled him to cancel the document comes to his knowledge. But Article 60 of the said Act is a specific provision which enables a Ward to cancel the transfer made by his or her



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guardian. Article 60 (a) of the Limitation Act, 1963, reads as follows:-

<i>Description of suit</i>	<i>Period of limitation</i>	<i>Time from which period begins to run</i>
<i>60 (a). To set aside a transfer of property made by the guardian of a ward-(a) by the ward who has attained majority;</i>	<i>Three years.</i>	<i>When the ward attains majority.</i>

Therefore, it is clear the limitation for setting aside the transaction made by Guardian by Ward is three years from the date he attains majority.

21. As mentioned earlier, the age of the plaintiffs were mentioned in the plaint as 35, 32 and 31 in the year 2007, when the plaint was filed. Therefore, they should have attained majority prior to 17 years, 14 years and 13 years respectively immediately preceding the filing of the suit. Therefore, from the age of the plaintiffs mentioned in the plaint, it can be easily concluded that the suit has not been filed by the plaintiffs within three years from the date of attaining majority.

22. Infact, the plaintiffs have not sought for any prayer to cancel the documents, they simply sought for declaration of title. A prayer for declaration of title indirectly would amount to seeking cancellation of the document. Without cancelling the document, the plaintiffs are not entitled to



maintain a prayer for declaration of title. In other words, if the Sale Deeds executed by the plaintiffs in favour of the defendants are not setting aside in the manner known to law, the same will convey good title to the defendants. Therefore, after selling the property to the defendants, the plaintiffs are not entitled to maintain any suit for declaration of title.

23. The learned counsel appearing for the appellants by relying on the judgment of the Apex Court in ***K.S.Shivappa*** case cited supra, vehemently contended that there is no necessity for the plaintiffs to file a suit to set aside the Sale Deed and they can avoid it by any other mode. In the above mentioned judgment, while discussing the mode of avoiding the transaction entered into by the Natural Guardian by the minor, the Apex Court observed as follows:-

“32. In view of the above discussion, it can safely be concluded that a voidable transaction executed by the guardian of the minor can be repudiated and ignored by the minor within time on attaining majority either by instituting a suit for setting aside the voidable transaction or by repudiating the same by his unequivocal conduct.”

24. In the case on hand, there is no plea by the plaintiffs that they avoided sale transaction within three years from the date of attaining



majority. Infact, the plaintiffs in their plaint not even mentioned about the Sale Deeds executed in favour of the defendants. In the absence of plea that the Sale Deeds executed in favour of the defendants were avoided by the plaintiffs by any other mode, the learned counsel for the appellants is not entitled to take shelter under judgment of the Apex Court in **K.S.Shivappa** case cited supra. While considering the necessity for filing a suit to avoid transaction entered into by the natural guardian without prior permission of the Court, the Apex Court observed as follows:-

“28. The aforesaid decision is only an authority to the effect that relief of possession cannot be claimed by the minor without getting the sale deeds, which are voidable, set aside. However, the aforesaid decision also falls quite short of laying down that the suit for setting aside the voidable sale deeds is mandatory to repudiate a transaction entered into by the guardian on behalf of the minor in contravention of Section 8 (2) of the Act.”

25. In **Kathirammal** case cited supra, I had an occasion to consider the effect of Section 8 of the Hindu Minority and Guardianship Act, 1956, the relevant observation in the above said judgment reads as follows:-

“13. The learned counsel for the appellants by relying on the judgment of this Court in Chinnannan Vs. Paranimalai



and others reported in 2006 (5) CTC 169 and G.Rajendran Vs. Ayyanar @ Velu Ayyanar reported in 2019 (3) MWN (Civil) 768, submitted that a mere suit for declaration of title and possession filed by the plaintiff is not maintainable in the absence of prayer to set aside the sale effected by the first defendant. In the judgments relied on by the learned counsel for the appellants, the sale was effected by natural guardian of the minor plaintiff. Therefore, on the facts and circumstances of such cases, Section 8 of the said Act was made applicable and in such circumstances, the sale can be treated only as a voidable transaction and therefore, the minor was required to file a suit seeking to set aside the sale transactions.”

26. In the light of the above mentioned decision, it is clear if minor's property is sold by Natural Guardian, the minor is entitled to avoid transaction by filing a suit within three years from the date of attaining majority. In the case on hand, no such suit has been filed by the plaintiffs and in fact, in the plaint there is no reference about the Sale Deeds executed by the plaintiffs in favour of defendants. Therefore, the plaintiffs failed to exercise the option available under Section 8 of the Hindu Minority and Guardianship Act, 1956. Therefore, the Sale Deeds executed by the plaintiffs and their father in favour of respective defendants are valid documents as it has not been questioned within a period allowed by law.



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After selling the property in favour of the defendants, the plaintiffs are not entitled to maintain the suits for declaration of title and consequential relief.

Therefore, the conclusion reached by the First Appellate Court is based on proper appreciation of evidence as well as law. I do not find anything to interfere with the said finding of the First Appellate Court. The Appellants have not made out any substantial question of law arising for consideration.

27. In Nutshell:-

- (i) The Second Appeals are dismissed.
- (ii) In the facts and circumstances of the case, there will be no order as to costs.

18.03.2026

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

To

1.The Additional District and Session Judge,
Chengalpattu.

2.The Additional Sub-Court,
Chengalpattu.



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S.SOUNTHAR, J.

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