



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 02-06-2026

CORAM

THE HON'BLE MR.JUSTICE S. SOUNTHAR

**SA No. 313 of 2026 and
CMP.No.10688 of 2026**

Muthulakshmi Karunakaran

..Appellant(s)

Vs

Prasanna Guru Trust
(The Administrative Body of Sri Prasanna
Vinayagar Temple),
Rep. By its Managing Trustee C.K. Vijendra,
Indian Bank Colony,
Mutt Street, Venkatapuram,
Ambattur, Chennai.

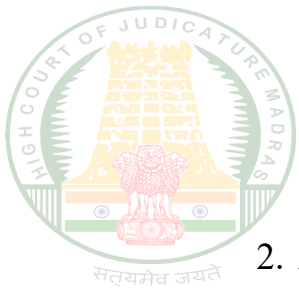
..Respondent(s)

Prayer: Second appeal is filed under Section 100 read with Order 42 Rule 1 of Code of Civil Procedure, 1908 praying to allow the Second Appeal and set aside judgment and decree dated 24.04.2025 passed by the Subordinate Judge, Ambattur in A.S.No.8/2024 (Old A.S.No.55/2018) reversing the judgment and decree dated 11.06.2018 passed by the District Munsif, Ambattur in O.S.No.343/2009.

For Appellant(s):	Mr.B.Deepak Narayanan
For Respondent(s):	Mr.L.Prabahar

JUDGMENT

The unsuccessful defendant is the appellant. The respondent/plaintiff filed a suit for recovery of possession. The suit was dismissed by the trial court. The appeal filed by the plaintiff was allowed and aggrieved by the reversal findings, the defendant has come before this court.



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2. According to the respondent/ plaintiff, the suit property belonged to the respondent and the same was leased out to defendant for a ground rent of Rs. 30/- and the same was subsequently increased to Rs.110/-. It is also stated that the plaintiff trust has been maintaining a temple called Sri Prasanna Vinayagar Temple and the present suit property lies just in front of the temple. The plaintiff trust decided to erect a flag post for the temple in the suit property. Therefore, the plaintiff requested the defendant to vacate the suit property and hand over the possession. Since there was no positive response, a legal notice was issued by the plaintiff to defendant on 14.11.2008 terminating the tenancy with effect from 30.11.2008 and calling upon the defendant to deliver the possession on or before 01.12.2008. The defendant sent a reply notice wherein the tenancy was admitted. Since the defendant failed to vacate and hand over the possession, the suit was laid seeking recovery of possession.

3. The appellant/defendant filed a written statement and denied the jural relationship of landlord and tenant. It was claimed by the defendant that in the reply notice issued on behalf of the defendant, the tenancy was wrongly admitted due to communication gap between the defendant's husband and counsel. The defendant also denied the right of the plaintiff over the suit property. It was also stated that the defendant's husband had been in possession and enjoyment of the suit property from the year 1968 by paying property tax, electricity charges etc., It was also stated that the defendant's husband had been



running a factory in the suit property and he never approached the plaintiff seeking permission to occupy the suit property. On these pleadings, the defendant sought for dismissal of the suit.

4. Before the trial court, the Managing Trustee of the plaintiff's trust was examined as P.W.1 and yet another witness was examined as P.W.2. On behalf of the plaintiff, nine documents were marked as Ex.A1 to Ex.A9. On behalf of the defendant, four witnesses were examined as D.W.1 to D.W.4 and no exhibits were marked.

5. The trial court, on appreciation of oral and documentary evidence available on record, came to the conclusion that there was misdescription of the suit property. The plaintiff failed to establish his right over the suit property and hence, dismissed the suit. Aggrieved by the same, the plaintiff preferred an appeal in AS.No. 8 of 2024 on the file of Sub-Court, Ambattur. The first appellate court reversed the findings of the trial court and decreed the suit. Aggrieved by the same, the defendant has come before this court.

6. The learned counsel for the appellant/defendant contended that the suit property has not been properly described with correct survey number in the plaint and hence, the first appellate court committed a serious error in granting a decree for possession. He further submitted that the plaintiff failed to prove that the suit property belonged to him and hence, the prayer for recovery of possession is liable to be rejected.



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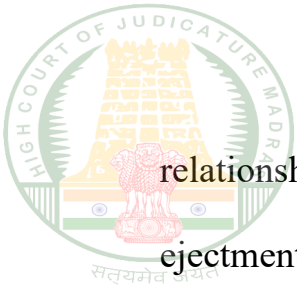
7. It is seen from the typed set of papers and the discussion of the courts below, prior to filing of the suit, the plaintiff issued a notice to quit terminating the tenancy with defendant. The defendant issued a reply notice under Ex.A7 wherein she admitted the tenancy. However, in the written statement, the defendant has taken a different stand as if there was no jural relationship of landlord and tenant between the plaintiff and defendant. When the tenancy was admitted by the defendant in the reply notice, it is not open to her to take a different stand in the written statement denying the jural relationship. In order to prove the tenancy, the plaintiff produced rental receipts and the same were marked as Exhibit.A4 series. Though it was stated by the learned counsel for the appellant/defendant that the rental receipts are denied by the defendant, the fact remains the defendant failed to enter the box and deny the rental receipts. The plaintiff proved the tenancy by producing the counterfoil books of rental receipts. The defendant failed to deny the same by entering the box. In these circumstances, the first appellate court rightly had drawn adverse inference against the defendant and held that jural relationship of landlord and tenant was proved. I do not find any perversity in the said conclusion reached by the first appellate court.



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8. It is seen from the typed set of papers that the suit property has been described with four boundaries, plot number and survey number. As per the plaint description, the survey number of the suit property has been mentioned as S.No.671/1C of Ambattur village. It is pointed out by the learned counsel for the appellant in Ex.A3, Town Survey extract, the survey number of the suit property has been mentioned as S.No.671/1C7. Therefore, according to the learned counsel, the suit property has not been properly described and therefore, the first appellate court ought not have granted a decree for recovery of possession. Merely because the sub-division number has not been mentioned in the plaint schedule, we cannot say there is a misdescription of the suit property. In the plaint, in addition to the survey number, plot number has been mentioned as Plot.No.47. The four boundaries of the suit property have also been mentioned. In such circumstances, the plaintiff complied with the mandate under Order VII Rule 3 of CPC by giving proper description of the suit property. The first appellate court rightly appreciated the same and set aside the findings rendered by the trial court as if the plaintiff failed to give proper description of the suit property.

9. It is also correctly pointed out by the first appellate court that in a suit for recovery of possession based on landlord and tenant relationship, it is not necessary for the plaintiff to prove his title. If he is able to prove jural



relationship of landlord and tenant, the same is sufficient to maintain a suit for ejectment. In the case on hand, as mentioned earlier, the plaintiff, by producing the counterfoil books of rental receipts, proved the existence of jural relationship of landlord and tenant. In these circumstances, I do not find any serious error in the judgment rendered by the first appellate court. Accordingly, the second appeal stands dismissed as devoid of any substantial question of law. Consequently, the connected miscellaneous petition is closed. There shall be no order as to costs.

02-06-2026

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

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To

1. The Subordinate Judge, Ambattur.

2. The District Munsif, Ambattur.



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SA No. 313 of 2



S.SOUNTCHAR, J.

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