

SA(MD). No.93 of 2019

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

WEB COPY

Reserved on : 20.04.2026

Delivered on : 12.06.2026

CORAM:

THE HONOURABLE MR JUSTICE P.B. BALAJI

S.A. (MD). No.93 of 2019
and CMP (MD) No.2520 of 2019

Ponnarasi Ruban

... Appellant

Vs.

1. Shanmuga Kani
2. Petchiammal
3. Pappa (a) Kanniyammal
4. R. Rajalakshmi
5. C. Nainar Konar

... Respondents

Prayer:- This Second Appeal filed under Section 100 of CPC, to set aside the judgment and decree dated 15.11.2018 passed in A.S. No.49 of 2016 on the file of Sub-Court, Thoothukudi reversing the judgment and decree dated 20.04.2016 passed in O.S. No.111 of 2010 on the file of the Additional District Munsif Court, Thoothukudi.

For Appellant : Mr.M.P.Senthil

For Respondents : Mr.V.Shathurthi Raja

for Mr.S.Kadarkarai for R1 to R3 and R5

No Appearance for R4.



SA(MD). No.93 of 2019

JUDGMENT

WEB COPY

The plaintiff, aggrieved by reversal findings rendered by the First Appellate Court, is the appellant herein.

2. The Second Appeal was admitted by this Court on 15.03.2019 on the following substantial questions of law:-

"(a) Whether the Lower Appellate Court has committed a serious error in law in reversing the well considered judgment and decree of the trial Court on mere misinterpretation and misconstruction of the recitals to the documents under Ex.A3 to A5 as well as B1 & B2?

(b) Has not the Lower Appellate Court erred in law in mechanically applying the principles boundary will prevail over extent or any discrepancy in survey number, even without advertng that the said principle is not applicable to the present issue, especially even the boundary varies to Ex.B1 & B2 as well as Ex.A3 to A5?"

3. Heard Mr.M.P.Senthil, learned counsel for the appellant and Mr.V.Sathurthi Raja, for Mr.S.Kadarkarai, learned counsel for the



SA(MD). No.93 of 2019

respondents 1 to 3 and 5.

WEB COPY

4. The facts in brief:-

The suit property originally belonged to the plaintiff's mother, Selva Sundari Ammal, who had settled the same on the plaintiff, in and by a registered instrument dated 21.08.2008. The plaintiff's mother was residing at Madurai, and she was not in a position to take care of the subject lands in the native village. The plaintiff's mother's health condition suffered a set back in the year 1995 and taking advantage of the same, the first defendant, through a power of attorney agent, second defendant has conveyed for the first item of the suit property to the third defendant and the second item of the suit property to the fourth defendant. It is only after the settlement in favour of the plaintiff when the plaintiff approached the Revenue Authorities for mutation of patta, that the plaintiff came to know about the alienations unlawfully made by the defendants and she caused a lawyer's notice immediately thereupon, on 16.10.2009, to which, the defendants sent a reply with false allegations on 21.10.2009, necessitating the plaintiff to seek suit relief.

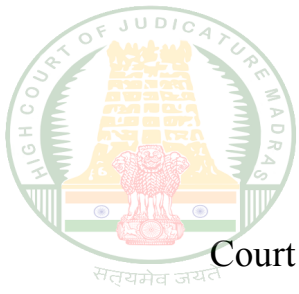


SA(MD). No.93 of 2019

WEB COPY

5. The suit was resisted by the purchasers/defendants 3 to 5. It is the contention of the defendants that the plaintiff's mother, Selva Sundari Ammal was entitled to only 17 cents under sale deed dated 07.07.1970. She had empowered one Balasingh, S/o.Ponnaiya Nadar, her power agent (power of attorney dated 25.11.1986) to deal with the said property. The power agent had conveyed the entire extent of 17 cents to the first defendant and also handed over possession of the same. Subsequently, the first defendant was in possession and enjoyment of the said property. On 21.03.1997, with a view to dispose of the same, the first defendant appointed the second defendant as his duly constituted power agent, who in turn, conveyed the schedule items 1 and 2 to the defendants 3 and 4. In turn, the third defendant also in and by sale deed dated 17.04.1997, conveyed his entitlement to the fifth defendant. These alienations were all in the year 1997 and the respective purchasers have been in absolute possession and enjoyment of the lands including putting up construction.

6. Before the Trial Court, the plaintiff himself examined as P.W.1 and marked Ex.A1 to Ex.A8. On the side of the defendants, four witnesses were examined and Ex.B1 to Ex.B20 were marked. The Trial



SA(MD). No.93 of 2019

Court declared the sale deeds in favour of the defendants 3 to 5, as not valid and binding on the plaintiff and directed the defendants to handover possession of the respective properties within a period of six months. The judgment and decree of the Trial Court was taken up on First Appeal in A.S. No.49 of 2016 by defendants 3 to 5. The First Appellate Court reversed the findings of the Trial Court and dismissed the suit on 15.11.2018, as against which the plaintiff has preferred the present Second Appeal.

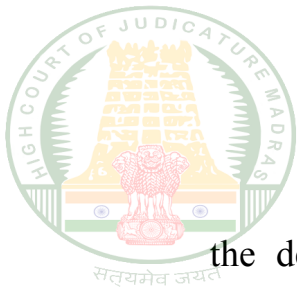
7. Mr.M.P.Senthil, learned counsel appearing for the appellant/plaintiff would contend though the Trial Court had rightly appreciated the pleadings in the light of the oral and documentary evidence adduced by the parties and finding the plaintiff to be entitled to the suit reliefs, while the First Appellate Court has without appreciation of Ex.B1 as well as Ex.B2 and Ex.A3 to Ex.A5, has proceeded to non suit the plaintiff, by reversing the well considered findings of the Trial Court. He would further state that the plaintiff has substantiated her plea, by producing Ex.A1 and Ex.A2. He would further point out that the power of attorney given by Selva Sundari Ammal, mother of the plaintiff



SA(MD). No.93 of 2019

was only in respect of Survey No.281/2, in favour of Balasingh and by no means, the said power agent could have conveyed lands in Survey No. 281/1.

8. Mr.M.P.Senthil, learned counsel, pointing out to Ex.B1 and Ex.B2, would further contend that both these documents were only dealing with Survey No.281/2 measuring 17 cents and that being the case, the vendor of the defendants 3 to 5 could not have validly conveyed 22 cents in Survey No.281/1D, under Ex.A3 to Ex.A5. He would further states that the vendors of defendants 3 to 5, who acquired right under Ex.B1 and Ex.B2 could have conveyed at best, 17 cents in Survey No. 281/2 and not even one cent in Survey No.281/1D. He would fall back on the well settled legal principle that a person cannot convey better title than what he possesses. He would further state that the First Appellate Court has also misapplied the principles that boundaries would prevail over extent, as if it will apply equally to boundaries will also prevail over survey number. He would also point out that though the plaintiff had taken out an application for appointment of an Advocate Commissioner,



SA(MD), No.93 of 2019

the defendants 3 to 5 objected to the said appointment, which was resulted in dismissal of the application. He would therefore state that if at all an Advocate Commissioner has been appointed, the true position would have come to light.

9. The learned counsel for the appellant would also invite my attention to the oral evidence of D.W.1 to D.W.4 to contend that virtually all the witnesses examined on the side of the defendants have admitted the fact that their vendor possessed right, title and interest only in respect of 17 cents that too, over the Survey No.281/2. He would further state that the power agent has clearly exceeded the power given to him by conveying lands in S.No.281/1D which never belonged to the principal in the first place. He would further state that the First Appellate Court has also incorrectly found that the defendants have perfected title by adverse possession, when the defendants themselves had not raised the plea of adverse possession, leave alone, not adducing any *iota* of evidence to substantiate the said plea. Mr.M.P.Senthil, learned counsel for the appellant would further state that any amount of long possession would not perfect the title of the defendants in the absence of a plea of



SA(MD). No.93 of 2019

adverse possession, which is fundamental for the Courts to have even discussed the plea of adverse possession.

10. Mr.M.P.Senthil, learned counsel would further state that the First Appellate Court has failed to draw adverse inference for non-production of the power of attorney dated 21.03.1997 issued by the first defendant in favour of the second defendant as the said document would have clearly exposed the truth that the defendants were not bonafide purchasers for value.

11. In support of his submissions, Mr.M.P.Senthil, learned counsel has relied on the following decisions:-

(i) *Narasamma and others Vs. A.Krishnappa (Dead) through legal representatives*, reported in *(2020) 15 SCC 218*;

(ii) *Kizhakke Vattaandiyil Madhavan (dead) through LRs Vs. Thiyyurkunnath Meethal Janaki and others*, reported in *2024 SCC Online SC 517*;

(iii) *C.Rameswaran and four others Vs. N.Sambandam and 8 others*, reported in *2009 (2) CTC 119*;



SA(MD), No.93 of 2019

(iv) *Mallika Vs. Veerasamy Padayatchi and others*, reported in **2013-1-L.W.187**;

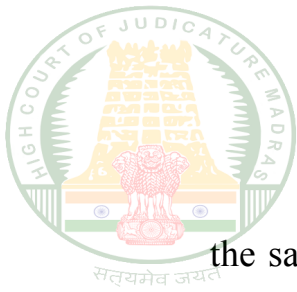
(v) *K.Palaniappan and others Vs. Sellammal and others*, in *S.A. No.1259 of 2010*, dated 03.03.2017;

(vi) *Ammavasi Gounder Vs. Padma and others*, in *S.A. No.466 of 2014*, dated 18.11.2019;

(vii) *Paramasivam and others Vs. Udhayakumar and others*, reported in **2024(2) MWN (Civil) 474**; and

(viii) *Arunachalam Vs. Manickamman and another*, reported in **2025 (1) MWN (Civil) 778**.

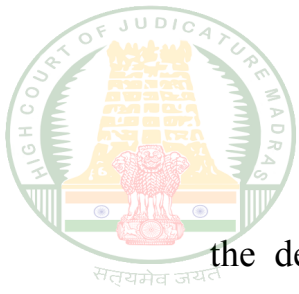
12. Per contra, Mr.Sathurthi Raja, learned counsel for the respondents would contend that admittedly, the plaintiff's mother was the owner of the suit property and she had executed a power of attorney in favour of one Balasingh, as early as in 1986. The power agent conveyed the extent of 17 cents and also handed over possession to the purchasers. Therefore, it is his submission that after the sale, the plaintiff's mother did not have any remaining extent of lands in her entitlement, to settle



SA(MD). No.93 of 2019

the same in favour of the plaintiff, in 2008. He would further state that the defendants have been in possession right from 1997 onwards and only in the year 2010, the plaintiff has approached the Court, clearly after the lapse of 12 years, during which point of time, the defendants have been in absolute, continuous possession and enjoyment of the suit in their own right, paying all taxes and public charges. He would further state that the defendants have also obtained loan to construct buildings and it is not as if there is no plea of adverse possession. In this regard, he would invite my attention to paragraph No.7 of the written statement where specific plea of adverse possession has been raised by defendants 3 and 4. He would therefore state that there is no error committed by the First Appellate Court in reversing the erroneous findings of the Trial Court in this regard.

13. The learned counsel for the respondents would also invite my attention to the schedule of the property in the plaint to contend that the plaintiff has described the property as vacant land, whereas admittedly constructions have been made over the same and therefore, the decree if any, granted to the plaintiff would also be in-executable. Pointing out to



SA(MD). No.93 of 2019

the death of the plaintiff's mother in the year 2009 and the plea of adverse possession being taken and even the plaintiff being admitted to the fact that the plaintiff has woken up only after the settlement deed executed in her favour by the mother in the year 2008, he contends that impliedly the plaintiff has admitted to the factum of possession being with the defendants and also adverse ever since 1997. He would further invite my attention to the boundaries in Ex.A1 and Ex.A3 and contend that the boundaries will prevail over extent and also survey number. He would also invite my attention to the report of the Advocate Commissioner and despite the said report, the plaintiff having not taken any steps to amend the plaint. He would contend that the plaintiff has acquiesced of the enjoyment of the suit property by the defendants all along. The First Appellate Court over turning of the findings of the Trial Court does not warrant interference, according to him.

14. The learned counsel for the respondents has relied on the following decisions in support of his submissions:

(i) ***Sheodhyan Singh and others Vs. Mst.Sanichara Kuer and others***, reported in ***AIR 1963 SC 1879 (V 50C 267)***;



SA(MD). No.93 of 2019

(ii) ***Ravinder Kaur Grewal and Ors and Majit Kaur and others,***

reported in **2019 (4) CTC 936**; and

(iii) ***Lucas (died) and others Vs. Sivalingam and others, in S.A***

(MD). No.916 of 2004, dated 17.12.2024.

15. I have carefully considered the submissions advanced by the learned counsel on either side.

16. It is an admitted fact that the plaintiff's mother Selva Sundari was owning lands only in Survey No.281/2 of an extent of 17 cents. It is in respect of this property that she had appointed one Balasingh, as her power agent through the power deed (Ex.B1). However, the power agent has conveyed lands in S.No.281/1 which was not the subject of the power of attorney, Ex.B1 itself. Hence, Ex.B2, sale deed dated 01.12.1986 was certainly an alienation by the power agent in excess of the powers conferred upon him under Ex.B1. It is also an admitted fact that subsequently, the second defendant has sold the properties to defendants 3 and 4 and in turn, the third defendant has sold his properties to the 5th defendant. Admittedly, defendants 3 to 5 are now in physical



SA(MD). No.93 of 2019

possession and enjoyment of the suit property.

WEB COPY

17. Even though, they have purchased lands under S.No.281/1, for which they are unable to show a legal or proper title with their vendors/predecessors in interest, however, the fact remains that atleast after the settlement deed under Ex.A2, by the plaintiff's mother in favour of the plaintiff on 21.08.2008, the plaintiff should have been diligent in identifying the suit property and taking care of the same. The plaintiff has not filed any documents to evidence that he took any steps for even mutation of revenue records after the settlement deed in Ex.A2. Though in the plaint, the plaintiff contends that it is only after the settlement deed that she approached the Tahsildar for mutation of patta from the mother's name to her name, when she came to know about the various illegal transactions effected amongst the defendants, admittedly, neither the plaintiff's mother nor the plaintiff right from the date of power of attorney executed by the plaintiff's mother in favour of one Balasingh have shown any interest to take care of the suit property. There is no satisfactory evidence on the side of the appellant/plaintiff to persuade this Court to hold that the plaintiff came to know about the 1997



SA(MD). No.93 of 2019

alienations only in the year 2009. Evidence in this regard is totally lacking on the side of the plaintiffs.

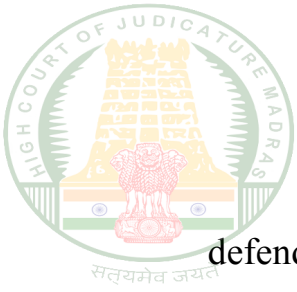
18. Even assuming that the defendants have not been able to validate their title, admittedly, they have been enjoying the suit property right from 1997 onwards. Admittedly, the plaintiff has approached the Court only in the year 2010, clearly beyond the prescribed statutory period of 12 years, during which period, the defendants' possession and enjoyment of the suit property has been continuous, uninterrupted and certainly hostile. It is not as if the defendants have not taken the plea of adverse possession. As rightly pointed out by Mr.Sathurthi Raja, learned counsel for the contesting respondents, even in the written statement, a specific plea of adverse possession has been taken and from an over all assessment of the oral and documentary evidence, it also becomes evident that the defendants have established such plea of adverse possession. In fact, their burden had become lighter in view of the fact that the plaintiff herself admits their possession and enjoyment from 1997 onwards by pleading total ignorance.



SA(MD), No.93 of 2019

WEB COPY

19. Admittedly, the power of attorney was given by the plaintiff's mother only with a view to convey the property in Survey No.281/2 and there is no evidence on the side of the plaintiff as to what steps the plaintiff's mother took in furtherance of the power of attorney and whether the power agent has passed on any consideration to her for any sales effected in respect of the said property which is the subject matter of the power of attorney. In such circumstances, the plaintiff's mother herself had clearly acquiesced with the alienations having been made by the power agent in favour of the defendants. I find from Ex.B1, power of attorney, that the plaintiff's mother had executed the power of attorney in favour of Balasingh in respect of 17 cents forming part of Eastern 93 cents out of total 1 acre 47 cents in Survey No.281/2 alone. The four boundaries for the said 17 cents have also been set out in Ex.B1. In exercise of the said power of attorney, the power agent has executed Ex.B2, sale deed in favour of the first defendant. The said fact is not disputed even by the plaintiff, who in turn, has conveyed the properties to the defendants 3 to 5, which factum is also admitted by the plaintiff. However, instead of Survey No.281/2 in respect of which patta was executed, property which have been conveyed in favour of the



SA(MD). No.93 of 2019

defendants was in respect of Survey No.281/1.

WEB COPY

20. In view of the above, there can be no dispute with regard to the fact that the power agent could not have executed any sale in respect of Survey No.281/1D, which was never the subject matter of the power of attorney executed by the plaintiff's mother. The First Appellate Court, in my considered opinion, clearly fell in error in holding that boundaries will prevail over extent and also survey number. The settled position of law is only that boundaries will prevail over extent whenever there is a discrepancy with regard to the extent. However, this principle cannot be stretched to mean that boundaries will prevail even over survey number. The First Appellate Court clearly therefore fell in error in rendering a finding that since the boundaries in respect of the properties covered by the power of attorney and consequent sale deed in favour of the defendants and the settlement deed in favour of the plaintiff are one and the same, the settlement deed in favour of the plaintiff would not give any right to the plaintiff, since the property within the very same four boundaries have already been conveyed to the defendants 2 to 5.



SA(MD). No.93 of 2019

21. Though the First Appellate Court has certainly fell in error in rendering such a finding, it is not the sole ground on which the First Appellate Court has reversed the finding of the Trial Court. In fact, even the Trial Court has given a finding that the defendants have been in absolute, continuos and uninterrupted possession ever since 1997, which clearly is an implied finding with regard to adverse possession. However, the Trial Court having held that the sale itself in favour of the defendants was invalid on account of misquoting of survey number, proceeded to hold that the defendants were obligated to handover possession to the plaintiff, more on moral grounds. The First Appellate Court has rightly applied the principles of adverse possession and come to a conclusion that the defendants have established the fact that they have perfected title to the suit property by way of adverse possession.

22. As already discussed, the defendants have not only been put in possession of the suit property but have also been in absolute, continuos and uninterrupted possession of the same. They have availed of loans for putting up constructions as well. The plaintiffs does not even seek to include the constructions that have been put up on the vacant land,



SA(MD). No.93 of 2019

despite the Advocate Commissioner noticing the constructions existing in the suit property, the plaintiff did not even choose to amend the plaint.

The defendants have established by production of Ex.B1 to B20, long continuous and uninterrupted possession of the suit property in their own names, clearly adverse to the interest and title of the plaintiff. There is absolutely no explanation on the side of the plaintiff as to how and why, the plaintiff did not take any steps whatsoever to enjoy the suit property atleast, after the execution of the power of attorney in 1997 or with regard to any steps taken to ascertain the acts performed by the power agent in pursuance of the said power of attorney.

23. As rightly observed by the First Appellate Court, the settlement deed itself may have been brought about in the year 2008, realising the mistake committed by the defendants in referring to a wrong survey number, instead of the Survey Number mentioned in the power of attorney in the year 1986. The findings of the First Appellate Court with regard to adverse possession are therefore, clearly in order and based on the pleadings and oral and documentary evidence adduced by the parties at trial. I am unable to see how the said findings regarding adverse



SA(MD). No.93 of 2019

possession are liable to be interfered with under Section 100 CPC, especially when the findings are found to be not perverse or illegal, but based on the respective cases on which the parties approached the Court and let in evidence and pleaded their case and let in evidence to substantiate the pleadings.

24. Coming to the decisions that have been relied on by the learned counsel on either side, in *Arunachalam's* case (referred herein supra), this Court, on facts, held that there was no clear cut evidence to show when defendant's possession turned adverse to the real owner and that there was no notice to the plaintiff before mutation of revenue records in respect of the suit properties and that since adverse possession is wrongful possession of the property, claiming right over property belonging to another person, equity does not lie in favour of a person pleading adverse possession. This Court also held that limitation clock begins to tick only when the denial of title is conveyed to the real owner either expressly or impliedly.

25. In *Paramasivam's* case (referred herein supra), this Court



SA(MD). No.93 of 2019

again dealing with adverse possession, held that the defendants pleading adverse possession must plead from when onwards he has been in possession and enjoyment to the knowledge of the plaintiff and thereafter, prove the same.

26. The Hon'ble Supreme Court in ***Kizhakke Vattakandiyil Madhavan's*** case (referred herein supra), held that when right, title or interest in certain property is sought to be conveyed by a person, who herself does not possess such entitlement on the subject being conveyed, then the grantee or grantee's successor will not have legal right to enforce the right, the latter may have derived under such an instrument.

27. In ***Narasamma's*** case (referred herein supra), the Hon'ble Supreme Court held that the plea of title and adverse possession are mutually inconsistent and the latter does not begin to operate until the former is renounced. However that was a case where the defendant claimed to be in possession on account of having paid consideration and the transaction not resulting in execution of a sale deed, however, possession being remaining with the defendant. In such circumstances,

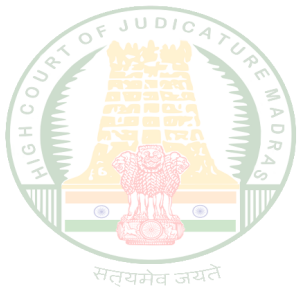


SA(MD), No.93 of 2019

the Hon'ble Supreme Court held that the plea of adverse possession was lacking in material particulars, since possession has to be in public and to the knowledge of true owners as adverse and that these ingredients have to be proved based on clear and cogent evidence.

28. In **Malliga's** case (referred herein supra), this Court held that the validity of title has to be examined with reference to sale deed and patta and in the facts of those case, this Court finding that the defendants have not established any better right than that of the plaintiff, held that the plaintiff was entitled to relief.

29. In **C.Rameshwaran's** case, (referred herein supra), this Court held that the general rule is that a person cannot convey a better title than what he himself has in the property and an assignee can make use of only the rights of the assignor and is clothed only with the rights of the assignor and nothing more.

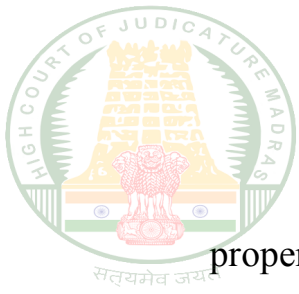


SA(MD). No.93 of 2019

WEB COPY

30. In ***Ammavasai Gounder's*** case (referred herein supra), this Court held that theory boundaries would prevail over extent can be applied only when there is dispute between extent sold and the boundaries, that is when the extent cannot be ascertained with certainty and there is a doubt about the extent of land sold. This Court held that the theory cannot be extended to include a difference in survey number and that it is not so elastic to be extended to cover even mistakes in survey numbers. Similar view has been taken in ***K.Palaniappan's*** case (referred herein supra).

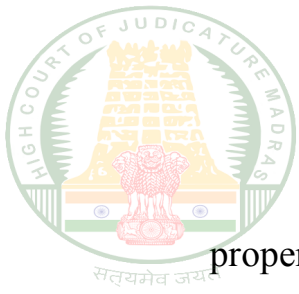
31. The Hon'ble Supreme Court in ***Sheodhyan Singh's*** case, (referred herein supra), held that when it is shown to be a case of misdescription and the identity of the property sold was well established, then the mistake with regard to plot number must be treated as misdescription which did not affect the identity of the property. It is not the case of the plaintiff that the plaintiff's mother did not own survey number 281/2. The First Appellate Court has found that the four boundaries in respect of which the property has been conveyed by the power agent and the very same four boundaries within which the



SA(MD). No.93 of 2019

property has been settled with the plaintiff are one and the same. The plaintiff has not been able to establish that the plaintiff's mother was also owning lands in other survey numbers. Therefore, the ratio laid down by the Hon'ble Supreme Court in the above case can be clearly applied to the facts of the present case, to come to the conclusion that even though there has been misdescription in the survey number, the defendants were put in possession of the property which was owned by the plaintiff's mother and subsequently, settled on the plaintiff in 2008. I am not validating the title of the defendants by applying the decision of the Hon'ble Supreme Court in this regard. However, this is only for the limited purpose of ascertaining that the possession of the defendants has become adverse even in 1997, when the power agent of the plaintiff's mother conveyed the property to the first defendant and subsequently, when the first defendant has dealt with the property through her power agent, the second defendant to defendants 3 to 5.

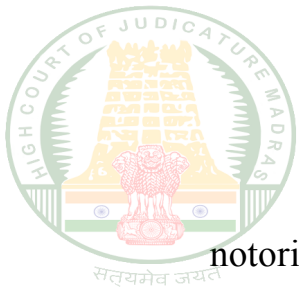
32. In *Lucas's* case, (referred herein supra), this Court held that though boundaries will not predominate survey number, however if all factors are harmonious, then there would be little difficulty to identify the



SA(MD), No.93 of 2019

property in dispute and in such cases, it may be accepted. I have already dealt with this issue regarding the identity of the property and the four boundaries which have been rightly appreciated by the First Appellate Court and only based on the evidence adduced by the parties. In such circumstances, it can be safely concluded that the property which the defendants were put in possession of only the property that belonged to the plaintiff's mother and not any other property.

33. The Hon'ble Supreme Court in ***Ravinder Kaur Grewal's*** case, (referred herein supra) held that a right which has been ripened by prescription by adverse possession is absolute and explaining the concept of adverse possession, the Hon'ble Supreme Court held that it requires three classic ingredients to co-exist, viz., *nec vi* (adequate in continuity); *nec clam* (adequate in publicity); and *nec precario* (adequacy competitor). In other words it is such possession of a person claiming adverse to the owners, should be visible notorious and peaceful, which dis-entitles the true owner who does not take care to know of the said



SA(MD), No.93 of 2019

notorious facts and knowledge is attributed to the true owner on the basis that, but for due diligence he would have known it. In the case on hand, it is not a case of casual user or user on behalf of the true owner. Ingredients of adverse possession have been clearly spelt out even in the written statement and have also been established at trial. The plaintiff has not even pleaded to the satisfaction of the Court as to why and how the plaintiff's mother did not take any steps to take care of the property, pay taxes, etc., and for the first time, settlement deed has been brought about in favour of the plaintiff and immediately, thereupon the plaintiff challenges the documents that had been executed in the year 1987 after lapse of 13 years, by which time, the defendants have acquired and prescribed a right of adverse possession to the suit property. Therefore, the plaintiff has clearly lost right to recover not only possession but also control over the suit property, dis-entitling her to the reliefs. Applying the ratio laid down in this case, the plaintiff has clearly lost her right not only recover the possession of the suit property but also to have her right declared over the same.

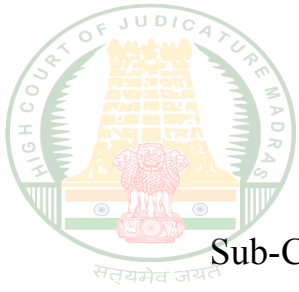


SA(MD), No.93 of 2019

WEB COPY

34. For all the foregoing discussions, I do not see any grounds arising for interfering with the decision of the First Appellate Court. Though I have already found that the First Appellate Court was clearly in error in applying the principle, boundaries would prevail over extent to the facts of the present case and though the plaintiff/appellant would entitle to succeed on the second substantial question of law, I do not see any error committed by the First Appellate Court in reversing the findings of the Trial Court and there has been no misinterpretation of recitals of Ex.A3 to Ex.A5 and Ex.B1 and Ex.B2, since the First Appellate Court has rightly examined the nature of these documents and come to the conclusion that the power agent did not have title to convey in respect of Survey No.281/1D. However, the first appellate Court rightly applied the principles of adverse possession to non-suit the plaintiff. Hence, the first substantial questions of law does not merit acceptance. Accordingly, the Second Appeal is liable to be dismissed.

36. In fine, the Second Appeal is dismissed. The Judgement and decree dated 15.11.2018 passed in A.S. No.49 of 2016, on the file of the



SA(MD), No.93 of 2019

Sub-Court, Thoothukudi is hereby confirmed. Consequently, connected
Miscellaneous Petition is also dismissed. No order as to costs.

Internet : Yes
Index: Yes/No
Neutral Citation: Yes/No
rkp

12.06.2026

To

1. The Sub Judge,
Thoothukudi.
2. The Additional District Munsif,
Thoothukudi.
3. The Section Officer,
VR Section,
Madurai Bench of Madras High Court,
Madurai.



WEB COPY



SA(MD). No.93 of 2019

P.B.BALAJI,J.

rkp

Pre-delivery judgment in
S.A. (MD). No.93 of 2019
and CMP (MD) No.2520 of 2019

12.06.2026