

IN THE COURT OF THE MUNSIFF, KATTAPPANA

PRESENT: FELIX JOHN, MUNSIFF

Thursday the 6th day of November, 2025 / 15th day of Karthika, 1947

IA 1/2025 IN OS 50/2025

<u>Petitioner</u> Plaintiff	:	John V. J. S/o John, aged 54, Vadakkedathu House, Puttady Kara, Anakkara Village, Udumbanchola Taluk.
		By Adv: Tom Thomas & Adv:Divya Maria Joseph
<u>Respondents</u> Defendants	1	Uthuppu Mathew S/o Mathew, aged about 50, Narimattathil House, Chakkupallam Kara, Chakkupallam Village, Udumbanchola Taluk.
	2	Arunkumar P.P. S/o Palani, aged about 30, Sulthankada Colony, Pampupara Post, Sulthankada Kara, Anakkara Village, Udumbanchola Taluk.
	3	Dinesh Kumar S/o Kariyappan, aged about 32, residing at House No. 11/182, Savakattu Palayam South Street, Savakattu Palayam Village, Gopichetti Palayam Taluk, Erode District, Tamil Nadu.
	4	Manimaran S/o Selvaraj, aged about 55, Kanniyappa Pillaipatty South Street, Kanniyappa Pillaipatty Village, Andipetti, Theni District, Tamil Nadu.
		By Adv: Saji Augustine

This petition is filed under Order XXXIX Rule 1 of Civil Procedure Code and coming before me for hearing on 28.10.2025 and having been stood over for consideration till 06.11.2025 in the presence of the above counsel and the Court on the same day passed the following :

ORDER

This is a petition filed under Order XXXIX Rule 1 of Civil Procedure Code.

2. **The petition averments in brief are as follows** :- Petitioner is the plaintiff in the suit. The suit is for permanent prohibitory injunction and other incidental reliefs. The petitioner is the absolute owner in possession and enjoyment of an extent of 77.97 Ares of land in Anakkara Village. Out of the said extent, 40.47 Ares of land in Sy.No. 355/5-1 was secured by the petitioner vide No. 994/2011 of S.R.O. Kattappana and the balance 37.50 Ares in Sy.No. 356/1 was secured by Sale Deed No. 4087/96 of S.R.O. Kattappana itself. Both the said properties are lying separately and is more in detail described hereunder as plaint 'A' & 'B' schedule properties separately. The schedule properties are planted with cardamom. There is a building in the 'A' schedule property wherein the petitioner is residing and another building in B schedule which is lying vacant. The cardamon plants are all yielding and well maintained.

3. The respondents are all colleagues among themselves and petty farmers. The 2nd and 3rd respondents had obtained a lease from the petitioner with respect to the schedule properties in 2023. However, they could not further prolong with their contractual obligations and they simply abandoned the schedule property and withdrew from all legalities in the deal. As of now, they are neither lessees nor do they have any connection with the schedule properties. The other respondents are their cronies and friends who have nothing to do with the schedule properties.

4. The petitioner has invested huge amounts in the schedule properties by way of maintenance of the cardamom plants therein. The second and third respondents had neglected the said plants resulting in the withering away of the plants. Since the plants were fast shredding, the petitioner was forced to apply manures and even pesticides at huge cost. The plants have now become worthy of yielding and hence the petitioner nourishing and caring them with mother's care, mainly owing to the drastic and sharp increase in the price of

dried cardamom. As disclosed above, owing to my labourious effort, the schedule property has now become a worthy cardamom plantation, to the envy of others, especially the respondents. As such, the respondents have now conspired together and are choking out plans to somehow take hold of the schedule properties by hook or crook. The rising price of dried cardamom has presumably prompted the respondents to have such wild and wicked thoughts.

5. While so, on 24.01.2025, when the petitioner was away for his treatment purposes, the respondents reached the schedule properties and threatened workers of the petitioner who were engaged in the field. The workers informed the petitioner that the respondents were claiming themselves to be lessees from him. Anguished by such shocking revelation, the petitioner contacted the 2nd respondent with whom alone the petitioner had some transactions earlier. He pretended ignorance and even tried to wash off his hands cleverly. But on further enquiry with the locals, it was known that the respondents have conspired together and has notched an idea to take hold of the schedule properties under the guise of some forged documents. The petitioner had neither any contractual obligations nor any privity of contract with any of the respondents and as such, they have no manner of rights to meddle with the schedule properties. Accordingly, the respondents have to be restrained by a decree of permanent prohibitory injunction from trespassing into the schedule properties or from interfering with my peaceful possession and enjoyment of the schedule properties. Unless they are thus restrained, the petitioner would be put to irreparable loss and injury. The respondents are persons of less moral values and they are up to anything to achieve their wild notions.

6. In the meanwhile, the status of the property has to be maintained for which the respondents is to be restrained by an order of temporary injunction from trespassing into the schedule properties or from interfering with my

peaceful possession and enjoyment of the schedule properties or from committing any acts of waste therein. Hence the petition.

7. **The 2nd respondent filed objection for himself and on behalf of the 3rd respondent averring as follows :-** The averment that petitioner is in possession of 77.97 Ares of land in Anakkara village is denied. The plaint schedule properties are in the absolute possession and enjoyment of these defendants. The averments that plaint schedule properties are planted in cardamom are admitted. The averment that petitioner is residing in A schedule property is denied. In fact a lady named Kavitha is residing there and to the knowledge of the respondents, petitioner is residing elsewhere. These respondents are residing in the building situated in the B-schedule property and it is not vacant as averred. The averment that the 2nd and 3rd respondents had obtained a lease from the petitioner in the year 2023, with respect to the plaint schedule properties is admitted. But the averment that we had abandoned the property and had withdrawn from all legalities in the deal as we could not further prolong with the contractual obligations is denied. In fact as admitted by the petitioner/plaintiff the lease is subsisting between the petitioner/plaintiff and 2nd and 3rd defendants/ 2nd and 3rd respondents and they are in possession of the property, improving the same. The other defendants are not the cronies and the said averment is denied.

8. The averment that the plaintiff had invested huge amounts in the property is denied. On the other hand we had invested huge amounts and by the hard labour of the respondent, the plants got rejuvenated and healthy and they had started to yield also. This had irritated the jealous mind of the petitioner and he had started to do covert and avert acts to disturb the peaceful possession of

the respondents and to dispossess them. The real intention of the plaintiff was to sell the property. Thereupon OS 334/2024 was filed by these respondent before this court and the court was pleased to pass an order of temporary injunction against the petitioner/plaintiff. In fact thereupon the petitioner had contacted the defendants and offered to settle the matter out of the court. Then respondents who believed the plaintiff, who claims to be a pious man, had withdrawn the suit. But immediately after the same the above original suit was filed without any rime or reason only to oust these respondents from the property after pocketing the hard earned money of these poor respondents. In fact only after these incidents the respondents had come to know that the petitioner/plaintiff is a court bird, who was hitherto called affectionately and respectfully as 'brother. He has numerous litigations against his neighbours. The averment that the petitioner was caring the plants are all denied. On the other had these defendant are looking after the property and the cultivation therein.

9. The averment that owing to the laborarious effort the schedule property had now became a worthy cardamom plantation is denied. On the other hand it is because of the hard labour of these respondents. The alleged threats of workers are all denied. The workers are engaged by these respondents and not the petitioner. The respondent denied the alleged contact to the 2nd respondent. The averment that the plaintiff has neither contractual obligation nor any privity of contract with the respondents is not true.

10. The attempt of the petitioner is to take forceful possession of the property under the cover of the suit and the temporary injunction passed. In fact these respondents are petty agriculturists who are doing cardamom cultivation on leased lands as they do not owe landed properties. Thus on 24.08.2023, these defendants had entered into an agreement with plaintiff. As per the agreement these defendants were given permission and lease to conduct cultivation in the

plaint schedule properties for a period of 8 years starting from 24.08.2023 and terminating on 24.08.2031. The lease amount was ₹2,47,500/- (Rupees two lakhs forty seven thousand and five hundred only). These respondents had paid an amount of ₹3,00,000/- (Rupees three lakhs only) on the day of agreement and a further amount of ₹1,95,000/- (Rupees one lakhs ninety five thousand only) on 30.09.2023. It was further agreed that an amount of ₹ 2,47,500/- (Rupees two lakhs forty seven thousand and five hundred only) has to be paid every year as premium.

11. In fact the properties were not properly maintained when the same was handed over to the respondents. There respondents had planted 250 new saplings of cardamom and had expended huge amount of money to the tune of ₹5,00,000/- (Rupees five lakhs only) for applying fertilizers, pesticides and labour. After the same by the hard labour and by the 3 application of proper pesticides and chemicals the plants started yielding which arose evil thoughts in the mind of the petitioner. There upon the plaintiff had tried to have forceful dispossession of the respondents and thereupon there defendants had filed OS 334/2024 before this court. In the said suit the petitioner had averred that the lease amount due on 29.08.2024 was not paid to them. Thereupon on 24.10.2024 the respondents had paid the said amount of ₹2,47,500/- (Rupees two lakhs forty seven thousand and five hundred only) and had filed memo before this court. The said amount represents the lease amount for the period from 24.08.2024 to 24.08.2025. But thereafter mediators at the instance of the petitioner interfered and insisted that peaceful possession is guaranteed provided they pay the lease amount promptly. He had insisted that the suit be withdrawn as a pre condition. The defendants believing the mediators had withdrawn the suit. Immediately thereon the cunning plaintiff had filed the above suit. The

petitioner who is not in possession of the property is not entitled for an order of injunction. Hence the petition is liable to be dismissed.

12. Though the 1st and 4th respondents entered appearance, they had not filed any counter affidavit.

13. The points arise for consideration are,

- (i) Whether the petitioner in IA.1/25 made out a prima facie case in his favour ?
- (ii) Is the balance of convenience goes in favour of the petitioner in IA.1/25?
- (iii) Will it cause irreparable injury to the petitioner, if the injunction is not granted ?
- (iv) Orders, if any ?

14. Exts. A1 to A8 were marked on the side of the petitioner. Ext.B1 was marked on the side of the 1st respondent. Exhibits C1,C1(a) and C2 marked.

15. **Point No. 1 to 3:-** All the points are considered together for the sake of convenience. The case of the plaintiff is that he is in possession of the plaint A and B schedule properties by virtue of Ext. A1 and A2 documents and is remitting land tax as evident by Ext.A3 and A4. The defendants are said to be farmers and colleagues themselves. The 2nd and 3rd defendants obtained lease from the plaintiff, however, they abandoned the scheduled property and withdrew from all legalities in the deal. It is alleged that the 2nd and 3rd defendants along with the other defendants tried to trespass into the plaint schedule property as the price of cardamom has increased recently. The 2nd

defendant and 3rd defendant stated that they are in possession of the plaint schedule properties. OS 334/24 was filed by them and as the plaintiff offered to settle the matter out of the court, they had withdrawn the above suit. As per agreement dated 24.08.2023, they were given lease to conduct cultivation for a period of 8 years from 24.08.2023 to 24.08.2031.

16. Ext. A1 is the copy of sale deed No. 994/11 of SRO, Kattappana. Ext.A2 is the copy of sale deed No. 4087/96 of SRO, Kattappana. Land tax receipt in TP No. 2075 dated 28.10.2024 is marked as Ext.A3. Land tax receipt in TP No. 3688 dated 28.10.2024 is marked as Ext.A4. Ext. A5 and A5(a) are the copy of police complaint dated 14.10.2025 and its receipt. Ext.A6 is the copy of agreement dated 19.11.2024. Ext.A7 is the copy of agreement dated 27.12.2024. Ext.A8 is the certified copy of judgment in OS 334/2024 dated 27.01.2025. Ext.B1 is the original agreement dated 19.11.2024 (copy marked as Ext.A6).

17. Ext.C1 and C1(a) are the first commission report and rough sketch filed in the case. The commissioner inspected the property on 29.01.2025 at 12.30 pm. The commissioner identified the plaint A and B schedule properties. It is reported that plaint A and B schedule properties are lying in well defined boundaries. In plaint A schedule property, there is a building No. 270 of 11th Ward, Chakkupallam Grama Panchayat. There is also a building named Jesus Retreat Centre without any building number. In plaint B schedule property, there is a building No. 597 of 11th ward of the Chakkupallam Grama Panchayat and a cattle farm adjoining the above building which was seen locked. There is also a pig farm which was seen locked about 20 metre away from the above mentioned building. In plaint A schedule property, there are about 300 numbers of cardamom plants aged about 5 years and about 25 numbers of cardamom plants aged about one year. The property is well maintained and the

commissioner noted workers named Anish, Mini and Akash working in the property. In plaint B schedule property, there are about 280 cardamom plants aged about 5 years and about 70 numbers of cardamom plants aged about 2 years. The property is also well maintained. Ext.C2 is the second commission report filed in the case. The commissioner inspected the property on 08.08.2025 in the presence of both the parties. It is reported that the commissioner could not see any cardamom plants which are destructed. In plaint A schedule property, 25 new cardamom plants were seen planted and they appears to be aged from 1- 2 months. In plaint B schedule property, 10 new cardamom plants are seen planted and they appears to be aged from 1-2 months. In plaint B schedule property, there is a building with three rooms. The plaintiff opened the room and in the first room, there are about 8 black cock (കരിങ്കോഴി) and in the 2nd room therein scrap material and in the 3rd room, there is a motor and pump for cardamom and two numbers of tank and other items. In the eastern side of plaint A schedule property, excess cardamom from 50 cardamom plants has been taken. There are only 3 to 4 cardamom in the fruit bearing portion of cardamom plants. The commissioner on inspecting a neighbouring property owned by one Kunjappi, Thoppil, found that there are about 8 cardamom in the fruit bearing portion of cardamom plants. The commissioner reported that the cardamom was plucked about three weeks ago. The commissioner did not assess the damage caused due to the plucking of the cardamom stating that it can only be ascertained with the help of an expert.

18. The learned counsel for the plaintiff argues that the 2nd and 3rd respondents abandoned the above mentioned suit and the property. He further alleges that the 2nd and 3rd defendants further tried to sublease the plaint schedule property to the 3rd and the 1st defendants. The plaintiff is in possession of the

property. The 2nd and 3rd defendants have not come to the court with clean hands. Thus they are not entitled to any injunction.

19. The 2nd and 3rd defendants stated that they had entered into lease agreement with the plaintiff on 24.08.2023. The plaintiff has also admitted that they obtained lease in the year 2023. Ext.A8 shows that the 2nd and 3rd defendants have filed OS 334/24 against the plaintiff which was dismissed as not pressed on 27.01.2025. Thus it is clear that the 2nd and 3rd defendants have abandoned their suit which was for injunction. The learned counsel for the 2nd and 3rd defendants has stated that the matter was settled out of court and they had paid the lease amount due on 29.08.2024 and filed memo before the court. Thereafter, the mediators guaranteed peaceful possession of the plaint schedule property. The suit was withdrawn as the plaintiff has insisted it.

20. In this regard it is to be noted that there is no materials before this court to show that the lease amount was paid which was due in the year 2025. On the other hand, Ext. A6 (Ext. B1 is original) shows that the 2nd and 3rd defendants have further subleased the plaint schedule property to the 1st respondent on 19.11.2024 up to 24.08.2031. They had obtained advance amount of ₹50,000/- (Rupees fifty thousand only). One of the witness in the above document is the petitioner. The petitioner has alleged that the above signature is not put by him and it is a forged one. Ext.A7 agreement shows that the 2nd and 3rd respondents have created another document on 27.12.2024 whereby they have subleased the property to the 4th respondent. The plaintiff/petitioner has alleged that Exts. A6 and A7 were created without the consent of the petitioner. Exts. A6 and A7 shows that the 2nd and 3rd defendants made sublease of the plaint schedule property. The 2nd and 3rd defendants have claimed that they are in possession of the plaint schedule property. But Ext.A6 and A7 shows they have already transferred possession of the plaint schedule

property to 3rd parties. Thus there is merit in the contention of the plaintiff that after obtaining the lease, the 2nd and 3rd respondents have abandoned the property. It is further to be noted that the respondents 2 and 3 have stated they are living in the building in the plaint B schedule property. But in Ext.C2 report, it is mentioned that the petitioner opened the building in the plaint B schedule property. So it is not believable that the 2nd and 3rd respondents are living in the building in the plaint B schedule property.

21. The respondents 2 and 3 in their counter affidavit have not stated about the fact of giving the plaint schedule property on sublease to third parties. Thus they have suppressed material facts before the court and further pleaded that they are in possession of the plaint schedule property. **In S.P. Chengalvaraya Naidu V. Jagannath and others (1995 (KHC 182)**, relied on by the counsel for the petitioner, the Hon'ble Supreme Court of India held that *one who comes to the court, must come with clean hands*. Ext. A8 shows that the 2nd and 3rd respondents abandoned the suit filed O.S. 344/24 by them before this court. Ext.A6 and A7 shows that they have parted possession of the plaint schedule property. Admittedly, the plaintiff/petitioner is the title holder of the plaint schedule property and is remitting land tax.

22. Considering all the materials before this court and considering the argument on both sides, I am of the finding that the petitioner has made a prima facie case in his favour. There are allegations of trespass into the property and the petitioner has alleged that the respondents destroyed some cardamom plants. So the apprehension of the petitioner seems reasonable. Hence irreparable injury will be caused to the petitioner if the injunction is not granted. The balance of convenience is also on the part of the petitioner as prima facie it appears that the 2nd and 3rd respondents have parted the possession of the plaint

schedule property. Hence point Nos. 1 to 3 are answered in favour of the petitioner.

23. **Point No.4:-** In view of finding in point Nos. 1 to 4, the plaintiff is entitled to a temporary injunction as prayed for.

In the result,

The ad interim order dated 28.01.2025 is made absolute and IA is allowed and the respondents, their agents and men under them are restrained by an order of temporary injunction from trespassing into the plaint schedule properties or from interfering with the petitioner's peaceful possession and enjoyment of the schedule properties or from committing any acts of waste therein until the disposal of the suit.

Dictated to the Confidential Assistant, typed by her, corrected and pronounced by me in open court on this the day 6th of November 2025.

**FELIX JOHN,
MUNSIFF, KATTAPPANA**

APPENDIX

<u>Petitioner's Exhibits :</u>		
A1	03.03.2011	Copy of Sale deed No.994/2011 of SRO,Kattappana
A2	21.12.1996	Copy of Sale deed No.4087/1996 of SRO,Kattappana
A3	28.10.2024	Land Tax receipt TP No.2075 issued by Village office, Anakkara

A4	28.10.2024	Land Tax receipt TP No.3688 issued by Village office, Anakkara
A5	14.10.2025	Copy of Police complaint with receipt
A6	19.11.2024	Copy of agreement
A7	27.12.2024	Copy of agreement
A8	27.01.2025	Certified copy of Judgment in OS.334/2024 of Munsiff Court, Kattappana
<u>Respondent's Exhibits :</u>		
B1	19.11.2024	Original agreement
<u>Court Exhibits :</u>		
C1,C1(a)	18.02.2025	Commission report and rough sketch filed by Adv:Shinoj Jose
C2	11.09.2025	Commission Report filed by Adv:Shinoj Jose
<u>Petitioner's Witnesses :</u>		NIL
<u>Respondent's Witnesses :</u>		NIL
<u>Court Witnesses :</u>		NIL

MUNSIFF

Typed by : Lekha
Compd. by : Ashly

FAIR ORDER IN IA 1/2025 IN
OS 50/2025 DATED: 06.11.2025.