

**IN THE COURT OF ADDITIONAL DISTRICT MUNSIF, POLLACHI.**

**PRESENT: Thiru. M.S.Sreenath B.A., B.L.,(Hons) L.L.M.,  
Additional District Munsif, Pollachi**

**Thursday 17<sup>th</sup> day of July 2025**

**IA. No.2/2024**

**in**

**O.S. No.182/2024**

Dhanalakshmi

.... Petitioner/ Plaintiff

-Vs-

Kasinathan

.... Respondent/Defendant

This Petition came up for final hearing before me in the presence of Tmt. P.Geetha Rani, learned Counsel for the Petitioner and in the presence of the Thiru K.Balasubramaniam, as learned counsel for the respondent. Upon hearing the arguments of the both sides and upon perusing the materials on record and having stood over for consideration till this day, this court passes the following:

**ORDER**

This petition is filed under Order 39 Rule 1 and 2 of CPC seeking ad-interim injunction restraining the respondent and his men from disturbing the petitioner's peaceful enjoyment of the petition mentioned property.

**2. GIST OF THE PETITION**

(2.1)The petitioner has submitted that he was married to the respondent on 14.12.1981 and the marriage was an arranged marriage with the blessings of the elders and family members. At that point in time, the respondent was employed as a Clerk in Canara Bank, Pollachi. The family of the respondent is an agriculture oriented family and the family owned agricultural lands. His father-in-law,

Sennimalai gounder had two sons, Kasinathan and Ram Mohan. He also submitted that the respondent had inherited the agricultural land as coparcenary property and the partition was effected by a registered partition deed bearing No.1380 of 1992 dated 4.12.1992 between his father, the respondent and his brother Ram Mohan. The respondent was allotted B schedule properties in the partition. Further, the respondent purchased 3.2 acres of land out of the petitioner jewelry given to her as stridhana jewelry. The petitioner has submitted that she was from a well reputed family and her father and brother were cultivating large extents of lands and were residing at "Kattakkadu" in Gopalapuram. Right from the date of marriage, the petitioner was looking after the agriculture activities in her matrimonial home as her husband, the respondent, could not manage the lands as he was working in Canara Bank.

(2.2) Out of wedlock the respondent and the petitioner had two daughters, namely, Narmadha and Sabarmathi. After the demise of her father-in-law, petitioner came to know that the respondent had illicit relationship with many ladies causing immense mental pressure and agony to the petitioner and her adolescent daughters. Soon after that, the respondent started overtly visiting his concubine named Jothimani in the same neighbourhood causing immense mental trauma to herself and her daughters. The petitioner's elder daughter was severely traumatized by the said acts of her father and owing to that she is treated for depression till date.

(2.3) The petitioner has submitted that the respondent took advantage of the age of minority of his daughters and sold a portion of the ancestral property without her knowledge and her daughters' to meet the expenses of his illicit life. The petitioner came to know that the respondent had misused his position in Canara Bank and misappropriated funds in the name of giving loans to third persons and that the bank took disciplinary proceedings against him. The respondent also availed private loans in Lakhs for reasons unknown to the petitioner. When the respondent intended to sell all the properties to meet out the demands made by his creditors, the elders and

well-wishers of the family intervened and a mutual agreement was arrived. As per the agreement the respondent settled the remaining lands in the name of his daughters and the petitioner was given the right only to administer the properties till her lifetime for the sake of her daughters. As per the agreement the petitioner agreed to settle all loans and funds misappropriated by the respondent to safeguard the interest of her daughter in the agri lands.

(2.4) Thereafter the respondent himself drafted a settlement deed and executed the same on 03.10.2005 registered as document No.2387 of 2005. After execution of the settlement, the respondent walked free from all the loans availed by him, deserting his legally wedded wife and two adolescent daughters, and moved in permanently with his concubine. Thereafter the petitioner came to know that the funds were misappropriated from Canara Bank in the names of the family members of his concubine and they are hand in glove in the said act. The petitioner also submitted that she was to live in the ancestral house; more fully stated in the suit schedule A property and cultivate the agriculture land to fend for herself and her daughters. The respondent did not spend even a penny for his daughters' education or marriage expenses. Whereas, it is a well-known fact in the locality that, the respondent had spent huge sums towards construction of a house for his concubine and the educational expenses of her children. After their marriages, both the daughters along with their husbands had invested huge sums towards development and upkeep of their agricultural lands.

(2.5) It is submitted that the respondent after having numerous illicit affairs, is presently residing with another women named Nagajothi and her son. Under the instigation of the said lady and her son the respondent filed an application before the Sub Collector, Pollachi in Na.Ka.No.689/2023 / A1. In the said application, he had stated that he was neglected by his wife and daughters and prayed for the cancellation

of the settlement deed. After hearing both the parties the Sub Collector observed that the petitioner and her daughters are in possession enjoyment of the properties and ordered the petitioner and her daughters to pay a sum of Rs.10,000/- per month. Further directed that the petitioner and her daughters should handover the original settlement deed to the respondent. Aggrieved by the order relating to handing over the original title document and the order in an appeal before the Collector, the petitioner filed a writ petition and the Hon'ble High court was pleased to grant stay with regard to the handing over the original settlement deed and directed the petitioner and her daughters to continue the payment of Rs.10000/-. The petitioner has submitted that the respondent along with the son of his concubine entered into petitioner's household, more fully stated in suit SCHEDULE A and tried to take possession of the property by locking her out of the property on 03.07.2024. The petitioner filed a police complaint before the Deputy Superintendent of Police on 04.07.2024. The Deputy Superintendent of Police, Coimbatore handedover the complaint to the Anaimalai Police station for taking action against the respondent. Therefore, in view of the above said facts it is most humbly prayed that this Hon'ble court may be graciously pleased to grant an order of ad-interim injunction restraining the respondent, their men, agents and anybody claiming from him from in any way interfering with the peaceful possession and enjoyment of the petition mentioned property in any manner whatsoever and to pass such further orders as this Hon'ble court may deem fit and proper in the circumstances of the case and thus render justice.

### **3. GIST OF COUNTER**

(3.1) The suit is false, frivolous and not maintainable in law and on facts. Save those that are specifically admitted herein, all other averments in the plaint are denied as false and the plaintiff is put to strict proof of the same. The defendant submitted

that the suit filed by the plaintiff is one of an attempt to grab the property of the defendant. It is a fact that the marriage of the plaintiff and defendant was solemnized on 14.12.1981 and at that time The defendant was an employee in Canara Bank, Kallipatti Branch, Erode. It is further false to allege that right from the marriage, the plaintiff was looking after the agricultural activities. Only the defendant alone was cultivating the lands and earning amounts and from the said amounts, the defendant have purchased the property to an extent of 3.22 acres which fact was totally suppressed in the plaint.

(3.2) It is a fact that out of wedlock two daughters by name Narmadha and Sabarmathi were born. But it is highly defamatory statement that the plaintiff came to know that the defendant had illicit relationship with ladies causing mental pressure and agony to the plaintiff and her adolescent daughters. It is false to allege that the defendant started visiting his concubine by name Jothimani thereby causing mental torture and the same are made only to mercy from this Court. It is false to allege that the elder daughter was severely traumatized by the acts. Hence, it is false to of the defendant and she is treated for depression till date. Those averments are total lie made for the purpose of the suit.

(3.3) The defendant submitted that the entire allegations made in para No.5 of the plaint are false and imaginary. It is false to allege that the plaintiff cultivated the lands allotted to the defendant and took charge of the family. In fact, on 03.10.2005 the defendant have executed the Settlement deed in favour of his two daughters by name Narmadha and Sabarmathi regarding his entire properties wherein it has been categorically mentioned that the properties have to be enjoyed by the plaintiff and the defendant as per page No.3 and only after the lifetime of the defendant and the plaintiff they will take the property. That apart till the time of the defendant, no one can create any kind of encumbrances over the properties. As submitted above the Settlement deed dated 03.10.2005 is a conditional Settlement. Therefore, it is crystal

clear that the right in the property to the daughters will vest only after the lifetime of the defendant.

(3.4). The defendant further submits that the allegations in para No.6 of the plaint are false and invented story. On the other hand, all the averment that the defendant misappropriated funds in the name of giving loan to third persons and that the Bank took disciplinary proceedings against the defendant is again a defamatory statement. On the other hand, the defendant who was a sincere employee to the Bank was working hardly for which the Divisional Manager and the Managing Director and Chairman of Canara Bank have duly issued Certificate of Merit and the documents are herewith produced. Hence, the allegation that the Bank took disciplinary proceedings against the defendant is created one for the purpose of the suit. That apart the Bank have issued a report stating that the defendant have canvassed term deposits to a tune of Rs.1.10 Crores by the Deputy General Manager.

(3.5). The defendant further states that it is false to allege that the defendant availed loan to lakhs. On the other hand it was a fact that a meagre amount was borrowed for some time for the development of the agricultural lands. The defendant further submits that with his best efforts the properties were duly improved by the defendant and during the period 2005 he was transferred to Canara Bank Singanallur Branch, near Pollachi and since he was unable to attend the day to day affairs of the agriculture he has executed the socalled Settlement deed thereby retaining the right of management in the property. But the plaintiff have twisted the story as if the deed was executed for the sake of his daughters since the defendant have borrowed loan from the third parties. Though the document was executed, the defendant frequently visiting the properties then and there and collecting the fruits of the property till date.

(3.6) The defendant further submitted that in fact out of his hard earned money and he brought up the two female children and celebrated their marriage. That subsequent to the solemnization of their marriage the attitude of the plaintiff became changed at the instigation of her close relatives and as per their ill advice she took hostile attitude and started ill treating the defendant and often wrangled with the defendant and scolded in filthy languages and failed to take any help to the defendant who is a retired person. Since the marital tie between them became irretrievably broken, the defendant was forced to file a divorce petition in H.M.O.P.No.141/2024 on the file of Hon'ble Sub Judge Court, Pollachi and the same is pending.

(3.7) It is further submitted that as per the Settlement deed, the defendant is having enjoyment right for which he borrowed amounts for establishing a water treatment plant. But it was false to allege that the said plant never materialised. On the other hand, the defendant have duly dealt with the drip irrigation and his work was duly recognized by the customers which were also duly published in *Thamilagam Vivasayee* magazine dated May 2018.

(3.8) The further allegations in para No.15 are not fully correct. It is not correct to state that under the instigations of others, the defendant filed application before Sub Collector of Pollachi in Na.Ka.No.689/2023. But at the instigation of the plaintiff, she has stoutly refused and hence having no other go he was forced to file the said application before the Sub Collector of Pollachi for cancellation of Settlement deed and the Sub Collector ordered to pay a sum of Rs. 10,000/- p.m. to the defendant and further directed to hand over the original Settlement deed to the defendant due to the intolerable activities of the plaintiff. Even after the order passed by the Sub Collector, the plaintiff failed to hand over the documents. Hence, the defendant preferred appeal before the District Collector, Coimbatore in Pa. Mu. 126006/2023 dated 29.12.2023 wherein confirmed the order of Sub Collector of

Pollachi and the said order may be read as part and parcel of this written statement. Against the order of the District Collector, the plaintiff and the daughter Sabarmathi preferred Writ before the Honourable High Court of Madras in W.P.No 1745 of 2024 to set aside the order of the District Collector and the said Writ application was duly dismissed by the Honourable High Court and in the order of the Honourable High Court it has been categorically made out that as per the registered document of settlement the enjoyment right is also with the defendant till his life time. That apart, the fact that the defendant lodged complaint under section 23 of Senior Citizens Act. Further the plaintiff was directed to handed over the original documents thereby confirming the order of District Collector, Coimbatore. Therefore, as per the order of the Honourable High Court observed in W.P. No. 1745 /2024 the so called Settlement deed dated 03.10.2005 is non est. Hence, on the foot of the invalid settlement, the suit filed by the plaintiff is liable to be dismissed in limini.

#### **4. DISCUSSION**

(4.1) Heard both sides. Records perused. Rival submissions considered. In the present case, both parties have admitted and claimed their right through the settlement deed Ex.P1. The relevant portion of the settlement deed Ex.P1 is as follows:

"கீழ்க்கண்ட "A" "B" Schedule களில் உள்ள சொத்துக்களைப் பொறுத்து என்னுடைய ஆயுட்காலத்திற்கும், 2 இலக்கமிட்டவரின் ஆயுட்காலத்திற்கும் எனக்கும் நம்மில் 2 இலக்கமிட்டவருக்கும், அனுபவபாத்தியதை உண்டு.

மேற்படி "A" "B" ஷெட்யூலைப் பொறுத்து இவற்றை விற்கவோ வில்லங்கப்படுத்தவோ, எனக்கோ, 2 இலக்கமிட்டவருக்கோ, எந்த அதிகாரமோ, உரிமையோ கிடையாது. அதேபோல் என்னுடைய ஆயுட்காலத்திற்கும் 2 இலக்கமிட்டவரின் ஆயுட்காலத்திற்கும் மேற்படி "A" "B" ஷெட்யூலைப்

பொறுத்து இவற்றை விற்கவோ வில்லங்கப்படுத்தவோ, 3, 5 இலக்கமிட்டவர்களுக்கு எந்த அதிகாரமோ, உரிமையோ கிடையாது.

மேற்படி "A" "B" ஷெட்யூல் சொத்துக்களை 2 இலக்கமிட்டவர் தன்னுடைய ஆயுட்காலத்திற்கு பராமரித்து அதிலிருந்து வரும் வருமானங்களை நமது குடும்ப அபிவிருத்திக்காக செலவு செய்ய உரிமை உண்டு. 2 இலக்கமிட்டவரின் ஆயுட்காலத்திற்கு "A" "B" ஷெட்யூல் சொத்துக்களை பராமரிப்பதற்கோ அதிலிருந்து வரும் வருமானத்தை பெறுவதற்கோ எனக்கு உரிமை இல்லை.

மேற்படி "A" "B" ஷெட்யூல் சொத்துக்களை பொறுத்து 2 இலக்கமிட்டவர் என்னுடைய ஆயுட்காலத்திற்கு முன் மரணமடைந்தால் என்னுடைய ஆயுட்காலத்திற்கும், அதை நான் பராமரித்து அதிலிருந்து வரும் வருமானங்களை நானும் 3, 4 இலக்கமிட்டவர்களும் சமமாக பிரித்துக் கொள்ள வேண்டியது. "

(4.2) From the aforesaid recitals, it is clear that the petitioner and the respondent both have right of possession and enjoyment in the suit property for their respective lifetimes during which neither them nor their daughters have right of alienation. Furthermore, it states that the petitioner has the duty to maintain the suit properties and has the right to derive income from it and use it for family purposes. Moreover, the respondent does not have any right to derive income from the suit properties during the lifetime of the petitioner. On perusal of the documents filed on either side, it is clear that the settlement deed Ex.P1 has not been set aside or cancelled in any of the proceedings mentioned in the petition and hence it is still in force.

(4.3) The petitioner has claimed that as per the settlement deed, the respondent restricted himself from entering into the suit property for the lifetime of the petitioner and relinquished his claims to the income from the suit properties and now at the

instigation of his concubine and her son, the respondent is trying to take over the property by force and coercion.

(4.4) However, the recitals of the settlement deed Ex.P1 are very clear and unambiguous that the respondent had only relinquished his right to income from the suit properties for the lifetime of the petitioner but his right of possession and enjoyment of the suit property otherwise for his lifetime is explicitly mentioned. From the recitals it is clear that respondent's right of possession and enjoyment for his lifetime is concurrent to that of the petitioner's for her lifetime. Mere relinquishment of income from suit properties does not imply he restricted himself from entering into the suit property. Since the respondent has right of possession and enjoyment of the suit property otherwise for his lifetime, him entering into the suit property cannot be termed by the petitioner as an act of trespass. Furthermore the petitioner has suppressed the respondent's right of possession to the suit property in her petition and hence has not approached this court with clean hands. Hence, this court is of the considered view that the prima facie case and balance of convenience are not in favour of the petitioner.

(4.5) It is trite law that in order to be entitled to temporary injunction, one must prove that prima facie case and balance of convenience are in his favour and if the same is not granted he would be put to irreparable loss. The petitioner in the present case has not fulfilled all the three requirements and hence not entitled for the temporary injunction as prayed for. Hence, this court is not inclined to allow this petition.

IN THE RESULT, this petition is DISMISSED. Parties shall bear their own costs.

Dictated by me, typed by steno typist on my computer and corrected by me and pronounced by me in open court on this 17<sup>th</sup> day of July, 2025.

Sd/.....(M.S.SREENATH)  
ADDITIONAL DISTRICT MUNSIF  
POLLACHI

**Petitioner side witnesses** - NIL

**Petitioner side documents:**

<b>Doc No.</b>	<b>Date</b>	<b>Name of the Documents</b>	<b>Nature of document</b>
Ex.P1	05.10.2005	Settlement deed (Doc.No.2387/2005)	Certified copy
Ex.P2	-	Bank Receipt	Xerox copy
Ex.P3	26.06.2023	Proceedings of Sub Collector, Pollachi	Xerox copy
Ex.P4	29.12.2023	Proceedings of District Collector, Coimbatore	Xerox copy
Ex.P5	04.07.2024	Petitioner letter to Superintendent of Police, Coimbatore	Xerox copy
Ex.P6	-	Complaint status	Online copy
Ex.P7	-	Writ petition filed in Hon'ble High Court by petitioner	Xerox copy

**Respondent's side witnesses:** Nil

**Respondent's side Documents:**

<b>Doc No.</b>	<b>Date</b>	<b>Name of the Documents</b>	<b>Nature of document</b>
Ex.R1	05.10.2005	Settlement deed (Doc.No.2387/2005)	Certified copy
Ex.R2	26.06.2023	Proceedings of Sub Collector, Pollachi	Xerox copy
Ex.R3	29.12.2023	Proceedings of District Collector, Coimbatore	Xerox copy
Ex.R4	-	Writ petition filed in Hon'ble High Court by petitioner	Xerox copy
Ex.R5	19.08.2024	Hon'ble High court order of the writ petition	Xerox copy
Ex.R6	-	Bank Account Details of the respondent	Online copy

Ex.R7	-	Salary slip of respondent	Computer copy
Ex.R8	-	Treatment Receipts of respondent	Original
Ex.R9	-	Retirement letter of the respondent	Original
Ex.R10	-	Bank appreciation Certificate	Original
Ex.R11	-	Certificate of Merit	Original
Ex.R12	-	Bank appreciation for impressive effort certificate	Original
Ex.R13	-	Complaint letter by respondent to Inspector of Police, Anaimalai	Xerox copy
Ex.R14	-	Vivasayi Malar	Original
Ex.R15	-	Complaint letter by respondent to Inspector of Police, Anamalai	Xerox copy
Ex.R16	29.07.2024	Complaint receipt	Online copy
Ex.R17	29.07.2024	CSR Status details	Online copy
Ex.R18		Statement of Account of the respondent	Xerox copy

Sd/.....(M.S.SREENATH)  
 ADDITIONAL DISTRICT MUNSIF  
 POLLACHI

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FAIR ORDER  
 Fair/Draft  
 I.A.No.2/2024 in O.S.182/2024  
 Date: 17.07.2025  
 Additional District Munsif Court, Pollachi  
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