

IN THE COURT OF THE DISTRICT MUNSIF, SULUR.Present : **Tmt.N.Renuga**, B.A., B.L.,

District Munsif, Sulur

Friday, the 25th day of April 2025**I.A.No.2/2025****in****O.S.No.44/2025**

Tmt.Vidhyasankari

...Petitioner / Plaintiff

/ Vs /

1. Thiru.Murugan

2. Thiru.Sivakumar

...Respondents/ Defendants

This petition is coming on 24.04.2025 for final hearing before me in the presence of Mr.K.Karthikaivelan, Advocate for the Petitioner and Mr.S.Kingsley Paul Robinson, Advocate for the 1st Respondent and Mr.P.P.Suresh Kumar, Advocate for the 2nd Respondent and upon perusing the records and having stood over for consideration till this day this Court delivered the following :

ORDER

Petition filed by the petitioner under Order 39 rule 1 and 2 of CPC to an order of temporary injunction restraining the respondents, their men, agents etc, from in anyway not to disturb the peaceful possession and enjoyment of the petitioner in the suit property till the disposal of the suit.

1. The brief averments of the petition affidavit filed by the petitioner as follows:-

1.1. The petitioner is the plaintiff in main suit, she is the absolute owner of the property. The 1st respondent/ 1st defendant purchase the suit property on 22.01.2014 from the 2nd respondent/ 2nd defendant through doc.No.459/2014. The said property was offered for sale through 2nd respondent/ 2nd defendant and the petitioner/plaintiff had negotiation with the 1st defendant through 2nd defendant to

purchase the suit property and agreed to purchase the property for Rs.83,50,000/- on 22.07.2022 the petitioner/ plaintiff have given Rs.20,00,000/- as advance money to the 1st respondent/ 1st defendant at the office of 2nd respondent. The 1st respondent executed sale agreement on 13.10.2022 and again the 1st respondent received Rs.5,00,000/- additional advance on 04.11.2022.

1.2. Subsequently the petitioner/plaintiff have demanded for execution of sale deed, and the 1st respondent/ 1st defendant stated that in the name of Aravind Traders the 1st respondent/ 1st defendant have obtained loan amount from South Indian Bank, Ganapathy Branch in Account No.0370083000000309 have deposited the title deeds and it has not been get back by the 1st respondent/ 1st defendant. Further the Bank issued sale notice on 21.02.2025 for the suit property and the 1st respondent/ 1st defendant sated that, he could not pay the loan amount of Rs.95,00,000/- to the Bank and he could not execute the sale deed in favour of the petitioner/plaintiff. Again the petitioner/plaintiff and her husband had negotiation with the 1st respondent/ 1st defendant and executed one compromise deed on 25.02.2025 and as per the agreement the petitioner/ plaintiff have to pay the total amount of Rs.95,00,000/- to the South Indian Bank and after getting the title deed from the Bank by discharging loan the 1st respondent/1st defendant agreed to execute sale deed in favour of petitioner/plaintiff and after executing the sale deed, the 1st respondent/ 1st defendant agreed to return the excess amount of Rs.36,00,000/- which was paid by the petitioner/ plaintiff for discharging the loan of the 1st respondent/ 1st defendant.

1.3. After that, the 1st respondent/ 1st defendant give letter to the South Indian Bank on 20.02.2025 in the name of Aravind Traders by stating his willingness to pay Rs.95,00,000/- and discharge the loan amount. Accordingly the petitioner/plaintiff issued cheque No.181528 to the South Indian Bank for Rs.95,00,000/- to discharge the loan amount of Aravind Traders i.e., 1st respondent/ 1st defendant. The 1st respondent/1st defendant have deposited the cheque on the same day itself, the cheque was honoured, after that the petitioner/plaintiff and 1st respondent/1st

defendant have received title deeds from the South Indian Bank and on 27.02.2025 the 1st respondent/1st defendant executed sale deed infavour of the petitioner/plaintiff in doc.No.3272/2025. From the date of purchase the plaintiff is in possession and enjoyment of the suit property. After that on 28.03.2025, the 1st and 2nd respondents/ 1st and 2nd defendants have making continuous disturbance to the petitioner/plaintiff in enjoying the suit property by asking more money from the petitioner/plaintiff. The petitioner/plaintiff have lodged complaint before Police officials, the respondents/defendants claims illegal one they are attempting to achieve their object by illegal means. Hence, the petitioner/plaintiff filed the present suit for permanent injunction by reserving her right to file a separate suit for recovery of money of Rs.36,00,000/- from the 1st defendant later and filed the present petition for temporary injunction.

2. The brief avernments of Counter statement filed by the 1st Respondent as follows:-

2.1. This 1st respondent is no way connected to the matter in issue, the 1st respondent already handed over vacant possession of the petition mentioned property a day before the sale deed has been executed in favour of the petitioner. The suit property is purchased by the 1st respondent on 22.01.2014 from the 2nd respondent after purchase, the 1st respondent is in peaceful possession and enjoyment of the suit property and he let out the property for lease to third parties. It is admitted that, there is an compromise terms of agreement between the petitioner and this respondent No.1 in respect of the loan pending before South Indian Bank and discharge of the loan by the plaintiff by paying Rs.95,00,000/- to the Bank and get back the original title documents dated 22.01.2014, then obligation to execute the sale deed and return the remaining amount. The 2nd respondent alone introduce the plaintiff's husband Saravanakumar to this 1st respondent/1st defendant and offered to purchase the suit property and negotiation had been taken place and after

the rate was finalized on 20.07.2022, the petitioner/plaintiff side gave part sale consideration as advance to this 1st respondent/ 1st defendant it was witnessed by the 2nd respondent.

2.2. The 2nd defendant is now only to create issue with the petitioner/ plaintiff without having any valid title and disturbing the possession of the petitioner in the suit property. Further it is came to know through Sulur Police Station on 08.04.2025 already suit in O.S.No.220/2025 was filed by the 2nd defendant against the 1st defendant before Hon'ble 4th ASJ Court, Coimbatore with help of his employees. They have criminally trespass into the suit property and threatened the plaintiff. Further on 09.04.2025 the 2nd defendant damaged the plaintiff's house door, broke open the lock of main gate and made injury to the plaintiff and her family. The 2nd respondent along with his men working in Holloblock manufacturing unit have made hectic attempt to took possession of the suit property from the plaintiff. Police enquiry was conducted before the Sulur Police Station on the basis of complaint given on 09.04.2025 by the plaintiff and this 1st respondent attended the enquiry. The 1st respondent have not make any disturbance to the possession of the petitioner/plaintiff, it is the 2nd respondent have made attempt to disturb the possession of the petitioner/plaintiff hence, against this 1st respondent the petition may be dismissed.

3. The brief avernments of Counter statement filed by the 2nd Respondent as follows:-

3.1. The allegation that the plaintiff is the absolute owner of the property and her absolute possession over the property are all false and misleading one before this court. The petitioner and 1st respondent are the close associates, after dispute between the 1st respondent created sham and nominal document in favour of petitioner and the petitioner filed this suit by suppressing material facts. Actually this 2nd defendant is the absolute owner of the suit properties and for purpose of the

loan transaction this respondent created sham and nominal sale deed in favour of the 1st respondent for the purpose of getting loan before bank. The 1st respondent also promised that after closing the bank loan he recover the property for his name. After executing the sale deed in favour of 1st respondent, this defendant alone is in possession of the suit property and rent out the property to one Mani and Saravanakumar and other College students and this respondent alone collecting rent from tenants all this days. Since the 1st respondent/1st defendant making attempt to discharge the loan this respondent insisted to reconvey the suit property as promised by him. But the 1st respondent behaved adversely and making attempt to take possession and enjoyment of the suit property. Hence, this respondent filed suit before Sub Court, Coimbatore in O.S.No.220/2025 which is pending before Hon'ble 4th ASJ, Coimbatore against 1st respondent.

3.2. After the said suit the 1st respondent suppressed entire truth and executed sale deed in favour of petitioner the petitioner is only the name lender. After getting exparte injunction by taking advantage of the sham and nominal sale deed with help of Sulur Police the petitioner and 1st respondent forcibly tried to evict the 2nd respondent's tenants by unlawful manner. Originally the petitioner ought to have filed suit for recovery of possession and she can't be permitted to take possession with help of exparte injunction. The petitioner have approached the court with unclean hand. Further after getting the exparte order of injunction the petitioner have not complied the mandatory provision of order 39 rule 3 of CPC properly. Hence, this petition ought to be dismissed.

4. Point for Consideration:-

Whether the petition under Order 39 rule 1 and 2 of CPC to an order of temporary injunction is to be allowed?

5. Points:-

5.1. Heard learned counsels for both the parties and records perused. The

petitioner/plaintiff's case is that the 2nd respondent/ 2nd defendant being a land broker have connected with 1st respondent/ 1st defendant and shows the suit property which is offered for sale and after negotiation with the 1st respondent/ 1st defendant and petitioner/ plaintiff in the presence of 2nd respondent/ 2nd defendant agreed to purchase the suit property for Rs.83,00,000/- and gave Rs.20,00,000/- a part of sale consideration as advance to the 1st respondent/ 1st defendant on 13.10.2022, they not executed sale agreement again the petitioner/ plaintiff have paid Rs.5,00,000/- as additional advance, subsequently the petitioner/plaintiff demanded for executing of the sale deed and the 1st respondent/ 1st defendant have stated that the suit property is pledged before South Indian Bank, Ganapathy Branch for Rs.95,00,000/- and after the negotiation and compromise arrives between the petitioner/ plaintiff and 1st respondent/ 1st defendant, the petitioner/ plaintiff have issued cheque to the South Indian Bank for Rs.95,00,000/- to discharge a loan amount pending in the name of Aravind Traders i.e., 1st respondent/ 1st defendant's company name on 25.02.2025 and received the original title deeds from the bank, subsequently the 1st respondent/ 1st defendant executed sale deed infavour of plaintiff on 27.02.2025 in doc.No.3272/2025 and the petitioner/ plaintiff is in possession and enjoyment of the property. The 1st and 2nd respondents/ 1st and 2nd defendants making hectic attempt to disturb the petitioner/ plaintiff's possession by demanding huge amount and the petitioner/plaintiff filed the present suit and this petition to temporary injunction.

5.2. On the side of the 1st respondent/ 1st defendant, admitting the sale transaction between the petitioner/plaintiff and denying the facts of alleged disturbance caused by him to the petitioner/plaintiff and contented that the 2nd respondent/ 2nd defendant alone making disturbance of the petitioner/ plaintiff possession and enjoyment in suit property.

5.3. On the side of 2nd respondent/ 2nd defendant, he contented that, he executed sham and nominal sale deed in favoru of 1st respondent/ 1st defendant on 22.01.2014 for the purpose of getting loan from the bank and after knowing the

attempt of 1st respondent to sell the property. The 2nd respondent/ 2nd defendant urged for reconvey the property in the name of 2nd respondent/ 2nd defendant. But, by suppressing the facts the 1st respondent/ 1st defendant sold the property to the petitioner/ plaintiff and after knowing the 1st respondent/ 1st defendant's attempt he filed suit in O.S.No.220/2025 before Hon'ble II Additional Sub Court, Coimbatore. The 2nd respondent/ 2nd defendant alleged he only in possession and enjoyment of the suit property and his tenants alone in the possession of the suit property. After getting the order of Ad-interim injunction the petitioner/ plaintiff are tried to vacate the 2nd respondent/ 2nd defendant's tenant from the suit property forcibly. Hence, the 2nd respondent/ 2nd defendant prayed to dismissal of the petition.

5.4. On the side of the petitioner/ plaintiff have marked the certified copy of sale deed dated 22.01.2014 executed by 2nd defendant in favour of 1st defendant in respect of suit property as Ex.P.1. The alleged photo taken on the date of payment of advance of Rs.20,00,000/- to the 1st respondent by petitioner in presence of 2nd respondent is marked as Ex.P.2. The copy of sale agreement between the 1st respondent and the petitioner dated 20.07.2022 for the advance amount of Rs.20,00,000/- is marked as Ex.P.3. The copy of letter issued by the 1st respondent's company namely Aravind Traders on 20.02.2025 to South Indian Bank, Ganapathy Branch offering to settled the loan amount of Rs.95,00,000/- through the petitioner/ plaintiff's bank account is marked as Ex.P.4. The copy of sanction letter for release of collateral security issued by South Indian Bank to the 1st respondent dated 25.02.2025 is marked as Ex.P.5. The copy of consent letter of 1st respondent along with guarantor to the South Indian Bank is marked as Ex.P.6. The copy of acknowledgment of debit and security issued by the Aravind Traders i.e., 1st respondent's company is marked as Ex.P.7. The copy of cheque issued by the petitioner in the name of Aravind Traders dated 25.02.2025 to the South Indian Bank is marked as Ex.P.8. The copy of deposit slip of the cheque is marked as Ex.P.9. The copy of photographs which showing the return of title deeds to the petitioner by

bank officials is marked as Ex.P.10.

5.5. The copy of unregistered compromise deed executed before Notary between the petitioner and 1st respondent dated 25.02.2025 by agreeing to repay the excess amount of Rs.36,00,000/- by the 1st respondent to the petitioner is marked as Ex.P.11. The certified copy sale deed dated 27.02.2025 executed by the 1st respondent in favour of the petitioner is marked as Ex.P.12. The patta stands in the name of the petitioner dated 01.04.2025 is marked as Ex.P.13. The Encumbrance certificate for the suit property to show the entry of discharge or loan from the South Indian Bank by the 1st respondent is marked as Ex.P.14 and P.15. The Photographs to show the parking of vehicle before gate of the suit property is marked as Ex.P.16. The Photograph to show the full image of house in suit property is marked as Ex.P.17. The Aadhaar card of petitioner is marked as Ex.P.18. The copy of property tax name transfer order by Sular Panchayat are respectively marked as Ex.P.19 and P.20. The Electricity receipts are respectively marked as Ex.P.21 and P.22. The tax invoice given by the AV Electrotech Solution and Skyline company are respectively marked as Ex.P.23 and P.24. The property tax receipt dated 21.04.2025 stands in the name of 1st respondent are marked as Ex.P.25 and P.26.

5.6. The CD to show the alleged incident made by the 2nd respondent in the suit properties is marked as Ex.P.27. The sale agreement dated 13.10.2022 is marked as Ex.P.28. The South Indian Bank have affixed sale notice in front of the gate of the suit property dated 21.01.2025 with photographs and sale notice are marked as Ex.P.29. The rental agreement by the petitioner in favour of one Aravind and Ragavan and Jeevan dated 03.03.2025 are marked as Ex.P.30 and Ex.P.31. The CSR receipt dated 11.04.2025 issued by Sular Police Station on the basis of report lodged by petitioner is marked as Ex.P.32. The photographs to show the alleged incident is marked as Ex.P.33. The CD to show the alleged incident is marked as Ex.P.34.

5.7. On the side of 1st respondent, have marked the copy of sale deed dated

22.01.2014 executed by 2nd respondent in favour of 1st respondent in respect of suit property is marked Ex.R.1. The copy of deed of memorandum of deposit of title deed before the Karur Vizya Bank by the 1st respondent and another in respect of the suit property which shown in schedule 2 in the said deed is marked as Ex.R.2. The copy of deed of supplemental memorandum of deposit of title deed dated 30.12.2021 by the 1st respondent in favour of South Indian Bank by depositing the title deed dated 08.09.2011 and 22.01.2014 which stands in the name of the vendor of 1st respondent, i.e., the 2nd respondent herein is marked as Ex.R.3. The copy of Rental agreement taken between 1st respondent and one Harilal and one Sampath dated 14.03.2017 in respect of suit property are respectively marked as Ex.R.4 and R.5. The copy of tax receipt book stands in the name of 1st respondent are respectively marked as Ex.R.6 and R.7. The copy of payment electricity charges through online for the suit property are respectively marked as Ex.R.8 and R.9. The photo marked by the petitioner as Ex.P.2 is marked as Ex.R.10 by the 1st respondent. The copy of letter receive from the South Indian Bank along with cover dated 02.08.2024 by demanding the payment of outstanding loan amount to the 1st respondent is marked as Ex.R.11. The copy of possession notice issued by the South Indian Bank dated 09.10.2024 is marked as Ex.R.12. The copy of E-Auction sale notice issued by South Indian Bank dated 21.01.2025 in respect of the suit property is marked as Ex.R.13. The copy of photographs to show the E-Auction notice affixed in the from gate of the suit property is marked as Ex.R.14. The encumbrance certificate for the suit property is marked as Ex.R.15 and the plaint copy in O.S.No.220/2025 filed by the 2nd defendant against the 1st defendant is marked as Ex.R.16. The lease deed dated 02.03.2016 executed by 2nd respondent against the in favour of one Mani for the lease period of 5 years is marked as Ex.R.17. The copy of lease deed dated 12.09.2016 executed by 2nd respondent in favour of one Saravanakumar for the lease period of 5 years is marked as Ex.R.18. The both the lease deeds are exceeding 5 years it can't be accepted one since it is not registered

instrument according to law since the lease exceeding 11 months. The copy of complaint lodged through post by the 2nd respondent to the Inspector of Police, Sullur dated 24.02.2025 is marked as Ex.R.19.

5.8. On the side of 2nd respondent they have marked water tax receipts for the years 2020, 2024 and January month of 2025 as Ex.R.20. The electricity payment receipt for the year 2022 and 2024 as Ex.R.21. The electricity meter reading cards Nos.3 are marked as Ex.R.22. The electricity payment made through online for the year 2023, 2024 and 2025 are marked as Ex.R.23 to R.25. On perusal of the same from 9th month of 2023 no consumption charges has been paid by the users in respect of suit property to the Electricity Board and it is shown as not in use. The copy of plaint in O.S.No.220/2025 is marked as Ex.R.26. The photographs taken after getting order of injunction is marked as Ex.R.27. The pendrive to show the alleged incident is marked as Ex.R.28. The alleged payment of rent by tenant in favour of 2nd respondent in respect of the suit property for the year 2024 is marked as Ex.R.29. The house tax, water tax receipts stands in the name of 1st respondent for the year 2024 and 2025 marked as Ex.R.30 by the 1st respondent side. The 2nd respondent alleged that from 2014 to till 2024 he only paid the Taxes and Electricity bills. But the 1st respondent side have only marked the Tax receipts for 2023 and 2024 which stands in the name of 1st respondent. Further no Electricity bill paid for the service connection in the suit property, since the 2nd respondent allegedly they let out the property to tenant as two portions.

5.9. On perusal of records, this court came to understand that, the 1st respondent purchased the suit property from the 2nd respondent through the sale deed dated 22.01.2014 Ex.P.1 and Ex.R.1. The 2nd respondent also admitted the execution of sale deed, but the 2nd respondent contented that, it was executed only for the purpose of getting loan from the Bank. But there is no averments stated in the counter of 2nd respondent as to for what purpose he have executed the sale deed in favour of 1st respondent and in which bank he opted loan and what purpose he opted

loan, after executing the deposit of title deeds by the 1st respondent in favour of the bank, how the 2nd respondent have received the amount and what kind of transaction taken place between the 1st respondent and 2nd respondent and whether the 2nd respondent have took any steps to pay the loan amount allegedly opted from the 1st respondent. Whether he paid any interest for Principal amount for these past 10 years or any other written agreement existence in respect of the alleged terms stated by the 2nd respondent in counter. The 2nd respondent have not stated about the fact what he did for past 10 years in reconveying the property from 1st respondent to recovery the same. In the Ex.P.1 and Ex.R.1 there is no recitals as to recovery the property infavour of 2nd respondent. Further more, on perusal of the documents filed by the 1st respondent, it evident that, the suit property has been pledged before the South Indian Bank and the property has been let to the E-Auction in the year 2024 through the bank and there is no pleadings by 2nd respondent regarding what kind of steps has been taken by him to settle the loan amount before South Indian Bank and get possession and title deeds of the suit property from the bank from the date of action of bank and after issuing the sale notice by the bank.

5.10. In absence of such avernments this court believes no prudent man will let his property to another man's hand for 10 years to pledge it before bank and get loan amount in crores. Hence, the allegations mentioned in the counter statement is unbelievable one. Further on perusal of documents this court finds after discharging the loan amount to the South Indian Bank by the 1st respondent through the payment made by the cheque issued by the petitioner have get back the title deeds and executed sale deed in favour of plaintiff dated 27.02.2025 under Ex.P.12.

5.11. The 2nd respondent kept silence for past 10 years and suddenly have filed suit in O.S.No.220/2025 before the Hon'ble 4th Additional Sub Court, Coimbatore. Further in the present case, the title stands in the name of petitioner and the 1st respondent admitted that the possession of the suit property with the petitioner/ plaintiff, the 2nd respondent denies the possession of the plaintiff.

5.12. The petitioner side after purchasing the suit property they have field patta in her name but they have not marked any property tax, water tax or electricity bill in her name. After filing of suit, the plaintiff got name transfer of property tax, water tax on 21.04.2025. The 2nd respondent also have filed payment of property tax in the name of 1st respondent and payment of electricity bill in the name of 1st respondent. But on perusal of the electricity online payment bill for the year 2023 and 2024 it is came to the knowledge of the court that, there was no electricity consumption and it was not in use by any one. Further for past 10 years, the 2nd respondent have not taken any steps to get reconvey the suit property as alleged by him from the 1st respondent. Hence, this court finds the prima facie case of title and possession of the plaintiff is established. Further, this court finds the balance of convenience in favour of petitioner/plaintiff. If the order of temporary injunction has not been granted infavour of petitioner/plaintiff it will be caused prejudice to the petitioner/ plaintiff, and on the other hand by granting the said order the 2nd respondent will no way get prejudice.

5.13. Further the 2nd respondent have stated that the petitioner after getting the interim order have not complied the order 39 rule 3 of CPC properly. On perusal of the affidavit filed by the petitioner within 24 hours of getting order from the court the petitioner have not send the copy of documents which is attached to the plaint while getting the order of ad interim temporary injunction to the respondents/defendants through registered post. The petitioner while filing the suit have placed 19 documents along with plaint but in the RPAD cover which they have sent to the intimation of interim order to the 1st and 2nd respondents they have sent only the petition and plaint copy alone which comes to total weight of 70 grams. From the affidavit and memo of the petitioner and 2nd respondent this court came to know that the plaintiff has not complied the Mandatory provision of order 39 rule 3 of CPC in order of interim injunction properly. But it is the mistake caused by the counsel, for which the party would not be prejudiced. Further the petitioner having

merit on his temporary injunction application since this court finds it is fit case to grant order of temporary injunction, it should not be affected for procedural irregularity in order to pass final order in temporary injunction application. Further this court is finds the non compliance of order 39 rule 3 of CPC is not fatal to pass order in temporary injunction.

In the result, this petition is allowed by granting temporary injunction restraining the respondents, their men, agents etc, from in anyway not to disturb the peaceful possession and enjoyment of the petitioner in the suit property till the disposal of the suit. No cost.

Dictated to the Steno-typist and directly typed by her in computer, corrected and pronounced by me in open court this the 25th day of April 2025.

District Munsif,
Sulur.

List of witnesses on petitioner side:-

Nil

List of documents on petitioner side:-

Ex.P.1	22.01.2014	Sale deed	Certified copy
Ex.P.2	---	Photo	Original
Ex.P.3	20.07.2022	Sale agreement	Xerox copy
Ex.P.4	20.02.2025	Letter to South Indian Bank, Ganapathy Branch, Coimbatore by Aravind Traders	Xerox copy
Ex.P.5	25.02.2025	Letter by South Indian Bank Ltd to 1 st respondent	Xerox copy
Ex.P.6	---	Letter by 1 st respondent to The Branch	Xerox copy

		Manager, South Indian Bank Ltd.	
Ex.P.7	25.02.2025	Acknowledgment of debt and security	Xerox copy
Ex.P.8	25.02.2025	Cheque for Rs.95,00,000/- by petitioner to Aravind Traders	Xerox copy
Ex.P.9	25.02.2025	Deposit/ Pay in Slip South Indian Bank, Ganapathy Branch	Xerox copy
Ex.P.10	---	Photo	Xerox copy
Ex.P.11	25.02.2025	Compromise agreement	Xerox copy
Ex.P.12	27.02.2025	Sale deed	Certified copy
Ex.P.13	01.04.2025	10(1) chitta patta No.4480 for S.F.No.523/1A3 Sulur Vilalge	Online copy
Ex.P.14	27.02.2025	Encumbrance certificate	Online copy
Ex.P.15	28.02.2025	Encumbrance certificate	Online copy
Ex.P.16	---	Photo	Xerox copy
Ex.P.17	---	Photo	Original
Ex.P.18	---	Aadhaar card for petitioner	Xerox copy
Ex.P.19	21.04.2025	Proceeding by Executive Officer, Sulur Panchayath	Xerox copy
Ex.P.20	21.04.2025	Proceeding by Executive Officer, Sulur Panchayath	Xerox copy
Ex.P.21	24.04.2025	EB receipt in the name of 1 st Respondent	original
Ex.P.22	24.04.2025	EB receipt in the name of 1 st Respondent	original
Ex.P.23	---	Tax invoice	Xerox copy

Ex.P.24	---	Tax invoice	Xerox copy
Ex.P.25	21.04.2025	Property tax receipt	Original
Ex.P.26	21.04.2025	Water tax receipt	Original
Ex.P.27	---	CD to show the alleged incident made by the 2 nd respondent	Original
Ex.P.28	13.10.2022	Sale agreement	Xerox copy
Ex.P.29	21.01.2025	Sale notice affixed by the South Indian Bank in front of the gate to the suit property with photographs and sale notice	Xerox copy
Ex.P.30	03.03.2025	Rental agreement	Xerox copy
Ex.P.31	03.03.2025	Rental agreement	Xerox copy
Ex.P.32	15.04.2025	CSR receipt issued by Sulur Police Station	Xerox copy
Ex.P.33	---	Photographs to show the incident	Original
Ex.P.34	---	CD to show the incident	Original

List of witnesses on Respondents side:-

Nil

List of Documents on Respondents side :-

Ex.R.1	22.01.2014	Sale deed	Xerox copy
Ex.R.2	22.04.2014	Deposit of title deed	Xerox copy
Ex.R.3	30.12.2021	Deposit of title deed	Xerox copy
Ex.R.4	14.03.2017	Rental agreement	Xerox copy
Ex.R.5	14.03.2017	Rental agreement	Xerox copy

Ex.R.6	---	Property tax and water tax card	Xerox copy
Ex.R.7	---	Property tax and water tax card	Xerox copy
Ex.R.8	15.04.2025	TNPDCL consumer service and EB receipt	Xerox copy
Ex.R.9	15.04.2025	TNPDCL consumer service and EB receipt	Xerox copy
Ex.R.10	---	Photo	Xerox copy
Ex.R.11	02.08.2024	Notice under section 13(2) of securitisation and reconstruction of financial assets and enforcement of security interest Act 2002	Xerox copy
Ex.R.12	09.10.2024 7.02.2025	Rule 8(1) possession notice for immovable property	Xerox copy
Ex.R.13	21.01.2025	E-Auction sale notice	Xerox copy
Ex.R.14	---	Photo	Xerox copy
Ex.R.15	28.02.2025	Encumbrance certificate	Online copy
Ex.R.16	---	Plaint in O.S.No.2220/2025 on the file of Subordinate Judge, Coimbatore	Xerox copy
Ex.R.17	02.03.2016	Lease deed	Xerox copy
Ex.R.18	12.09.2016	Lease deed	Xerox copy
Ex.R.19	24.02.2025	Letter by 2 nd Respondent to Inspector of Police, Sulur	Xerox copy
Ex.R.20	---	Water tax receipts dated 10.01.2025, 13.03.2020 and 30.03.2024	Original
Ex.R.21	01.08.2024, 16.05.2022	EB receipts in the name of 1 st Respondent	Original
Ex.R.22	---	EB cards	Original

Ex.R.23	---	Tax invoice for LT Current consumption charges for the month November 2023 to March 2025	Online copy
Ex.R.24	---	Tax invoice for LT Current consumption charges for the month November 2023 to March 2025	Online copy
Ex.R.25	---	Tax invoice for LT Current consumption charges for the month November 2023 to March 2025	Online copy
Ex.R.26	---	Plaint in O.S.No.2220/2025 on the file of Subordinate Judge, Coimbatore	Xerox copy
Ex.R.27	---	Photos	Original
Ex.R.28	---	Pendrive	Original
Ex.R.29	---	G-pay transactions	Xerox copy
Ex.R.30	---	Property and water tax receipts	Xerox copy

District Munsif,
Sulur.

Draft/ Fair Order

I.A.No.2/2025

O.S.No.44/2025

Dated : 25.04.2025

DMC, Sulur.