

**IN THE COURT OF PRINCIPAL DISTRICT JUDGE,
CHENGALPATTU DISTRICT.**

Present : **Thiru.T.Chandrasekaran, M.L.,**
Principal District Judge,
Chengalpattu.

Friday, the 28th day of August, 2026

I.A.No.12/2026
in
I.A.No.2/2023
in
O.S.No.723/2023

Appana Padma

... Petitioner / R3 / D3.

/Vs/

1. Boggvarapu Srinivasa Rao

... R1 / Petitioner / Plaintiff.

2. Munagala Tulasi Vamsi Krishma

3. Duddu Koteswara Rao

... Respondents / R1 & R2 / D1 & D2.

4. Duddu Malleswara Rao

... Respondent / R4 / D4.

This petition came up before me for final hearing on 24.08.2026 in the presence of Thiru.M.Nandakumar, Advocate for the petitioner, Tvl.R.Damodaran and T.D.Simon, Advocates for the 1st respondent, on endorsement relief as against respondents 2 to 4 given up by the petitioner, upon hearing both side arguments afresh, perusing the entire records and having stood over the matter for consideration till this day, this court delivers the following,

ORDER

This petition is filed by the petitioner under Order XXXIX Rule 3(A) of CPC, to vacate the order of injunction dated 07.12.2023 made in I.A.No.2/2023 in O.S.No.723/2023.

2. The averments set out in the petition filed by the petitioner briefly read as follows :

The petitioner herein is the 3rd respondent in I.A.No.2/2023 and 3rd defendant in the suit. The petitioner herein is the absolute owner of the property of 16.666 percent undivided share namely the suit property under the registered settlement deed dated 19.12.2022 vide document No.6779/2022. The suit was initiated based on the alleged sale agreement dated 25.06.2021 allegedly executed by 1st defendant in favour of the plaintiff for suit property.

2 (ii) The plaint averments reveal that the 1st defendant has obtained his alleged title to suit property by way of settlement deed dated 08.10.2015 executed by Munagala Leela Venkatasvaralu in his favour. The plaint document No.7 candidly reveals that the settlement deed under which the 1st defendant claiming the alleged ownership was held to be fraudulent by the order of Deputy Inspector of General of Registration, Chennai Zone dated 30.09.2022. The plaint prayers reveal that the plaintiff is seeking declaration of title for and on behalf of 1st defendant under the guise of seeking declaration based on the above said sale deed and paid a

court fee of Rs.150 under Section 25(d). The plaintiff cannot maintain a suit to declare the title of his vendor. The sale agreement even if it is genuine does not create any right over the immovable properties. The plaintiff does not have any locus standi or cause of action to seek for declaration of title not only for his vendor, also the plaintiff who has a mere right to sue under the sale agreement cannot challenge the title of the 3rd parties who have right over the suit property. The very valuation itself is fraudulent and the plaintiff must be condemned for his act of malafide numbering the suit without paying proper court fee. The prayer for declaration of validity of the settlement deed in favour of 1st defendant must have been valued under Section 25(a) since the relief is nothing, but declaration of title of 1st defendant. Therefore, the suit relief (c) seeking declaration of title which is capable of valuation must be valued on the market value of the suit property. The said prayer (c) is not a consequential relief following the reliefs (a) and (b), as such it must be valued independently and separately.

2 (iii) The Deputy Inspector General of Registration vide his order dated 30.09.2022 has given the findings which read as follows:

"In the light of the legal position, there can be no second opinion that the reference 2nd cited order of the District Registrar is factually erroneous and is liable to be set aside as devoid of substratum, when it is

very much evident that the subject settlement deed has been registered purely on the strength of forged legal heirship certificate.

For the reason stated above, it is hereby decided that the settlement document No.4268/2015 on the file of SRO Alandur has been registered on the basis of forged records and it is ordered accordingly.

In the above context, the Sub Registrar, Alandur, is hereby instructed :

(1) to add the following Note to the index-II of the settlement General Power of Attorney Document No.2709/2021.

"Note: As per proceedings No.3198/B1/2022 dated 30.09.2022 of the Deputy Inspector General of Registration, Chennai zone, this document has been ordered to have been registered on the basis of forged records and hence no further registration would be allowed based on this document."

(2) To add the above Note on a separate sheet and get it link scanned to the scanned image of the said documents No.4268/2015 and 2709/2021.

(3) To file due complaint against the Registrations of Document No.4278/2015 under Section 83, for their offences committed under Section 82 of the Registration Act."

The above order was passed based on the complaint given by defendants 2 to 4 stating that the legal heirship certificate based on which the settlement deed dated 08.10.2015 was executed is rank forgery. Neither the 1st defendant nor any of the persons concerned with the order of DIG, Chennai

Zone has filed any appeal or Writ Petition challenging the order dated 30.09.2022 and it has attained finality. As long as the order of the DIG dated 30.09.2022 is not set aside, as per the provisions of the Registration Act, the same is valid and binding on all the parties more particularly the 1st defendant and the plaintiff who is seeking benefit of right of sale agreement allegedly executed by 1st defendant.

2 (iv) There is no privity of contract between the plaintiff and the petitioner. The agreement to sell is not between the plaintiff and defendants 2 to 4. Any right over the immovable properties' vests only with the owner, until the sale deed is executed based on the alleged sale agreement. Even according to the plaintiff, the suit property belongs to 4th defendant. The suit at the instance of plaintiff is not maintainable. If at all the only person can challenge the settlement deed is 1st defendant and non-else. The case of the plaintiff that he paid a sum of Rs.2,15,00,000/- (Rupees Two Crores and Fifteen Lakhs only) to the 1st defendant in cash is not only unbelievable, but also raise a strong case of fraud by the plaintiff. The payment of huge sum of 2.15 crores in cash is nothing but collusion of black money into legal tender and even if it is genuine averment of the plaintiff, it will only mean that the present suit is laid to abuse the process of this court for the illegals and fraudulent activities. The petitioner craves leave of this court to read the counter filed in I.A.No.2/2023 as part and parcel of this affidavit.

2 (v) The exparte interim order was granted on 07.12.2023 and the same does not satisfy the essential ingredients of Order XXXIX Rule 2 of CPC. The said order was passed in most mechanical manner and in total non-application of mind. The court ought to have mentioned in writing, the clear and categorical reasons for grant of exparte injunction against the defendants. The court must satisfy itself of the establishment of prima facie case put up by the plaintiff and such satisfaction must be reflected in the order of grant of exparte interim injunction. There cannot be an order of injunction against the true owner and admittedly the plaintiff cannot seek for declaratory relief or prohibitory relief against the true owners. Therefore, the petitioner prays to vacate the order of injunction dated 07.12.2023 passed by this court in I.A.No.2/2023 in O.S.No.723/2023.

3. The averments set out in the counter filed by the 1st respondent briefly read as follows:

The respondent is the petitioner in I.A.No.2/2023 and plaintiff in the suit. The petition is not at all maintainable either on facts or in law. The petitioner has given up the other respondents / defendants in the present petition and solely prosecuting the present petition against this respondent. When it is their own case that the 2nd and 3rd defendants have executed a settlement deed in favour of the 4th defendant vide impugned document No.6779/2022, the petitioner has already settled all her right, title

and interest over the suit property, absolutely the petitioner has no right to file the present vacate petition.

3 (ii) In fact, both the 3rd and 4th defendants have played fraud upon the court and willfully suppressed the death of the 2nd defendant who is their own father. It is pertinent to note the fact that the 4th defendant along with the 2nd defendant filed an application to set aside the exparte order passed against them in I.A.No.3/2024 and this court allowed the said application on 04.04.2025, but it seems the 2nd defendant died in the year 2024 itself. Till this day they have added the 2nd defendant in all their applications as if he is alive and as of now no one is appearing and his status to the injunction application is a big question mark. It is also material fact that summons and notices to the petitioner were served on the first hearing itself on 12.01.2024 and the petitioner has entered appearance on 08.03.2024 and the 2nd and 4th defendants filed set aside petition in the suit on the same day. But the present petitioner has not chosen to file her written statement till this date and two years have been lapsed for filing her written statement. She would have filed her written statement and counter at the earliest reasonable day, if she really had any bonafide cause or interest to vacate the interim order granted by this court. When she cannot file her written statement beyond the period of 90 days and failed to file her counter in all these days, the present application for vacating the interim order only for her is wholly vexatious. Further it shows that the petitioner is

again prepared to do fraudulent acts and deeds. Further the present petition cannot be proceeded without making proper amendment as to the death of 2nd defendant and impleading all his legal heirs. Further as per their settlement deed, only the 4th defendant has right of 50% share over the suit property. But he remained exparte in the injunction application on which the present petitioner wanted to vacate the interim order.

3 (iii) As per para 6 of the petition affidavit, assuming that the documents have been registered with forged documents and the further alienation has been restrained as per the deeds, but the DIG of Registration has no authority to decide the rights and title of the parties and only this court alone can decide the rights of the parties and the validity of the document. The specific contention of the respondent is that all the defendants have colluded together and obtained the order for the sole purpose of defeating his right of specific performance. The petitioner alone on behalf of 2nd and 4th respondent filed the application before Hon'ble High Court of Madras for early disposal and the present petition for vacating interim order. If the impugned settlement deed is believed to be true, it is the 4th respondent who has to file present petition for vacating the interim order. All these aspects categorically prove that the 4th respondent was unable to file present petition as he had committed fraudulent acts and deeds. If this court ordered for appearance of the 4th respondent before this court, the entire playing of the 3rd and 4th respondents will come to light.

3 (iv) The 1st respondent undertakes to produce all the relevant material documents to prove the valid transaction between himself and the 1st respondent in I.A.No.2/2023 at the time of trial. Therefore, all the averments made in the affidavit are no way relevant to the present issue in hand. The petitioner, without knowing the material transaction between the parties has raised vague claim over the same. In any event, it was no way relevant to the present prayer of vacating the interim order. It is time and again proved that the petitioner herein does not show any respect to this court or the order passed by this court. The entire averment of the affidavit shows the fact that the petitioner's only intention is to vacate the interim order and fly away from the fair proceedings of this court. Admittedly as of now the petitioner herein has not filed her written statement for the past two years. When these being the facts of the case, the petitioner herein without any material truth has blamed this court. The petitioner herein has not come before this court with clean hands and shows only lean respect towards the court. The other impleading petition would clearly show there were several illegal claims made against the suit property. The defendants 2 to 4 are also one such illegal claimants of the suit property. The order of interim injunction granted by this court alone is saving the suit property from creating all bogus claims and encumbrances. Hence, continuing the interim order is very much essential to the suit property till the disposal of

the present suit. Therefore, the present application is not at all maintainable under any circumstances. Hence, prayed for dismissal of petition.

4. The point that arises for consideration is :

Whether the order of injunction dated 07.12.2023 passed in I.A.No.2/2023 in O.S.No.723/2023 has to be vacated?

5. On point:

This petition has been filed by the petitioner, who is the 3rd defendant in O.S.No.723 of 2023 and the 3rd respondent in I.A.No.2 of 2023, invoking Order XXXIX Rule 3-A of the Code of Civil Procedure, seeking to vacate the order of interim injunction dated 07.12.2023 passed in I.A.No.2 of 2023. The petitioner has given up the relief as against respondents 2 to 4 and has confined the contest to the 1st respondent/plaintiff. The matter was heard afresh on 24.08.2026. The pleadings, documents available on record and the submissions made on either side have been carefully considered.

6. The case of the petitioner, in substance, is that she claims an independent and subsisting interest in the suit property by virtue of the registered settlement deed dated 19.12.2022, bearing Document No.6779 of 2022, under which she claims 16.666% undivided share in the suit property. According to the petitioner, the suit itself has been instituted by the plaintiff on the strength of an alleged agreement of sale dated 25.06.2021 said to have been executed by the 1st defendant. The plaintiff's

alleged agreement, according to the petitioner, cannot by itself confer any title or proprietary interest in the immovable property.

7. It is further contended that the title claimed by the 1st defendant traces back to the settlement deed dated 08.10.2015 executed by Munagala Leela Venkatesvaralu. The petitioner has specifically relied upon the proceedings of the Deputy Inspector General of Registration, Chennai Zone, dated 30.09.2022, wherein the registration of the relevant settlement document was found to have been based upon forged records, including a forged legal heirship certificate. The said proceedings directed consequential action by the Sub-Registrar and also referred to action under the Registration Act. The relevant proceedings are specifically referred to in the petitioner's pleadings.

8. The petitioner further contends that the plaintiff has no privity of contract with her and that the alleged agreement of sale between the plaintiff and the 1st defendant cannot, at the interlocutory stage, be treated as creating any enforceable proprietary right against persons who are not parties to that agreement. The petitioner also attacks the valuation and court-fee aspect of the suit, contending that the relief relating to declaration of title cannot be indirectly claimed by valuing the same under a provision applicable to a relief incapable of valuation.

9. A further circumstance relied upon is the plaintiff's pleading that a sum of Rs.2,15,00,000/- was allegedly paid in cash to the 1st

defendant. The petitioner contends that such a plea, particularly when examined in the light of Section 269ST of the Income Tax Act, requires serious scrutiny and cannot, by itself, be treated as establishing a prima facie enforceable transaction. The counsel for petition also placed his reliance upon the decision of the Hon'ble Apex Court rendered in **The Correspondence, RBANMS Educational Institution -Vs- B.Gunashekar & Another** reported in **2025 (5) S.C.R. 94**. Finally, the petitioner contends that the order dated 07.12.2023 granting ex parte injunction was not supported by adequate reasons demonstrating satisfaction of the mandatory requirements governing an ex parte injunction and that continuation of such an order for a prolonged period, without a proper assessment of the competing rights, would cause serious prejudice to the petitioner.

10. Whereas the 1st respondent/plaintiff opposed the petition mainly on the ground that the petitioner has no subsisting interest in the property and that the petitioner herself had dealt with her alleged rights in favour of the 4th defendant. It is contended that the defendants have suppressed material facts, including the death of the 2nd defendant, and that the defendants have allegedly acted in collusion with one another. The 1st respondent/plaintiff also contends that the proceedings of the Deputy Inspector General of Registration cannot determine the civil rights or title of the parties and that only the competent Civil Court can adjudicate upon

the validity of the documents relied upon by either side. It is further contended that the petitioner has not filed her written statement despite entering appearance and that the present application has been filed only with a view to defeating the plaintiff's claim for specific performance. The plaintiff therefore seeks dismissal of the present petition and continuation of the injunction till disposal of the suit.

11. At the outset, it must be made clear that the present proceeding is an interlocutory proceeding. This Court is not called upon to finally determine the title of the parties, the ultimate validity of the settlement deeds, the genuineness of the alleged agreement of sale, or the plaintiff's ultimate entitlement to specific performance. Those matters have to be adjudicated at the trial upon proper pleadings, oral evidence and documentary evidence. However, the fact that final title cannot be adjudicated at this stage does not mean that an interim injunction can be continued mechanically and endlessly. An order of injunction is an equitable and discretionary relief. Its continuance must satisfy the well-settled requirements of a prima facie case, balance of convenience and irreparable injury.

12. The Hon'ble Apex Court in **Dalpat Kumar v. Prahlad Singh, (1992) 1 SCC 719**, has explained that the existence of a prima facie case is only the threshold requirement and that the Court must further consider irreparable injury and balance of convenience. The Court is required to

weigh the comparative hardship likely to be caused by granting or refusing the injunction. Likewise, in **Wander Ltd. v. Antox India (P) Ltd., 1990 Supp SCC 727**, the Hon'ble Supreme Court has emphasised that an interlocutory injunction is intended to protect the party against injury which cannot adequately be compensated in damages, while at the same time protecting the opposite party against the corresponding injury caused by restraining the exercise of an asserted legal right. Therefore, the question is not merely whether the plaintiff has pleaded a cause of action. The Court must examine whether, on the materials presently available, the plaintiff has demonstrated a sufficiently strong prima facie right requiring protection by continuation of the injunction.

13. The first objection raised by the plaintiff is that the petitioner has no locus to seek vacation of the injunction. Explicitly this contention cannot be accepted. The petitioner is admittedly arrayed as the 3rd defendant in the suit and as the 3rd respondent in I.A.No.2 of 2023. More importantly, she claims an independent interest in the suit property under a registered settlement deed dated 19.12.2022 bearing Document No.6779 of 2022. Whether that document ultimately confers valid title upon her is a matter for final adjudication. But that question cannot be confused with the question whether she is an affected party entitled to seek protection against an interim order which operates upon the suit property. A person against whom an injunction operates, or whose proprietary interest is directly

affected by the continuation of an injunction concerning the property in which such person claims an interest, cannot be denied a hearing merely because the plaintiff disputes that interest. The plaintiff's challenge to the petitioner's title may ultimately succeed or fail. But that is precisely a matter which requires adjudication. At the interlocutory stage, the petitioner has shown sufficient legal interest to question the continuation of an injunction affecting the property in which she asserts a specific undivided share. Therefore, the objection regarding locus standi is bound to be rejected.

14. The 1st respondent/plaintiff's principal foundation is the alleged agreement of sale dated 25.06.2021 said to have been executed by the 1st defendant marked as Ex.R5. An agreement to sell immovable property does not, by itself, convey title or create an interest in the property in favour of the proposed purchaser in the same manner as a registered conveyance. The plaintiff may, subject to proof of the agreement and fulfilment of all statutory requirements, claim appropriate relief in law. However, at this interlocutory stage, the existence of an alleged agreement between the plaintiff and the 1st defendant cannot automatically establish a prima facie right against every third person claiming an independent interest in the property. The 1st respondent/plaintiff is required to establish, at least prima facie, that the person who allegedly agreed to sell possessed a legally enforceable interest capable of supporting the relief claimed by the

plaintiff. This assumes significance in the present case because the very source of the 1st defendant's alleged title is under serious challenge.

15. The petitioner has placed her reliance upon the proceedings dated 30.09.2022 of the Deputy Inspector General of Registration, Chennai Zone. The said proceedings, as reproduced in the pleadings, record a finding that the settlement document in question had been registered on the strength of forged records and direct consequential action by the Sub-Registrar. The proceedings also contain directions concerning the entry of a note in the registration records and initiation of appropriate proceedings under the Registration Act. The plaintiff is justified to the limited extent that the registration authority cannot, by administrative proceedings, finally adjudicate complicated questions of civil title which fall within the jurisdiction of the competent Civil Court. But that proposition does not render the proceedings of the registration authority irrelevant for all purposes. Of course, at the interlocutory stage, this Court is not treating the proceedings dated 30.09.2022 as a final decree declaring title. They are being considered only as one of the relevant circumstances which have a direct bearing upon the prima facie strength of the plaintiff's claim and the competing claims of the parties. The plaintiff has not demonstrated before this Court that the said proceedings have been set aside by a competent Court. The petitioner has specifically pleaded that the proceedings have not been challenged by way of appeal or writ proceedings and have therefore

remained operative. Consequently, this Court cannot simply ignore the said proceedings while deciding whether the plaintiff has established a prima facie case warranting continuation of an injunction. At the same time, this Court consciously refrains from recording any final finding that the settlement deed is void or that the petitioner has conclusively established title. Such questions are left open for final adjudication in the suit.

16. On an overall assessment of the pleadings and materials, the plaintiff's prima facie case is not of such a nature as would justify continuation of an injunction as against the petitioner. No doubt the plaintiff's claim originates in an alleged agreement of sale with the 1st defendant. The plaintiff has yet to establish, at trial, the execution and enforceability of the agreement, the authority and subsisting interest of the alleged executant, his capacity to convey the property, and the plaintiff's entitlement to the relief of specific performance. Against this, the petitioner relies upon a registered settlement deed dated 19.12.2022 and claims a definite undivided share in the property. There are therefore competing documents and competing claims which require adjudication at trial. On the side of the 1st respondent/plaintiff, the suit documents have been marked as Ex.R1 to R15. The plaintiff has therefore failed to demonstrate why the disputed rights of the parties should, merely on the basis of the alleged agreement of sale, be frozen indefinitely against the petitioner.

17. The learned counsel for the 1st respondent/plaintiff has raised a specific and substantial objection that the petitioner herself claims that respondents 2 and 3 had executed a settlement deed in favour of the 4th defendant under Document No.6779 of 2022 and, therefore, the petitioner, having allegedly settled her entire right, title and interest in the suit property, cannot turn around and maintain the present application for vacating the order of injunction. According to the learned counsel, once the petitioner has executed the settlement deed, she has divested herself of all her rights and interest in the property and consequently she has no subsisting interest or locus standi to seek vacation of the interim injunction. This contention has been carefully considered by this court. However, in the considered opinion of this Court, the said objection cannot be accepted in the manner in which it is projected.

18. At the outset, the question whether the petitioner has completely divested herself of her right, title and interest by virtue of the settlement deed dated 19.12.2022, bearing Document No.6779 of 2022, is itself one of the disputed questions arising between the parties. The petitioner relies upon the very same document to assert an interest in the suit property, whereas the plaintiff relies upon the said document for the purpose of contending that the petitioner has ceased to have any interest therein. Therefore, the legal effect, scope, validity and operative character of the said document cannot be conclusively determined merely on the

basis of the rival assertions made in the present interlocutory application. More importantly, the plaintiff cannot simultaneously contend that the settlement deed relied upon by the petitioner is sufficient to establish that she has divested herself of all her rights and, at the same time, seek to disregard the same document insofar as it bears upon the competing claims of the parties. The Court has to examine the document in its proper legal setting and determine only whether, at this interlocutory stage, the petitioner has demonstrated sufficient interest to seek protection against an injunction operating upon the property in dispute.

19. The expression "locus standi" in an interlocutory proceeding cannot be understood in such a narrow or technical manner as to require the petitioner to establish her title finally before she can even question the continuance of an interim order. The petitioner is admittedly a party to the suit and was arrayed as the 3rd defendant. The suit itself seeks reliefs which affect the title and possession of the suit property and consequently the rights claimed by the defendants therein. When a defendant asserts that an order of injunction passed in favour of the plaintiff is prejudicially affecting her proprietary or possessory interest, such defendant is certainly entitled to approach the Court seeking reconsideration or vacation of the order.

20. In other words, the plaintiff disputes the petitioner's right in the property and yet contends that the petitioner cannot question an injunction which directly affects the property merely because the plaintiff relies upon

the very transaction under which the petitioner is alleged to have parted with her interest. Such an approach would effectively prevent a party whose proprietary interest is disputed from placing before the Court the circumstances which bear upon the legality and continuance of the injunction. The Court must therefore examine the matter from the perspective of the relief sought in the present application and not prejudge the ultimate title. Those are matters which have to be determined upon proper evidence. For the present purpose, it is sufficient to notice that the petitioner is not a stranger or an outsider to the litigation. She is a named defendant, asserts an interest in the suit property and seeks vacation of an order which operates against her interest. Therefore, she cannot be non-suited at the threshold on the ground that the very document relied upon by the plaintiff is said to have extinguished her interest.

21. Even assuming, for the sake of argument, that the petitioner had executed a settlement deed by which she intended to transfer her entire interest in favour of the 4th defendant, the legal consequence would not automatically be that she loses the right to place before the Court her objection to an injunction which affects the property in which she claims to have had an interest and in respect of which her transaction is itself under consideration. A person who is alleged to have transferred property may still be required to be heard where the validity, extent, effect or legal consequences of such transfer are themselves matters in dispute. This Court

therefore cannot convert a disputed question relating to the effect of the settlement deed into a conclusive finding of absence of locus at the interlocutory stage.

22. The plaintiff's argument proceeds on the assumption that the settlement deed dated 19.12.2022 conclusively establishes that the petitioner has no surviving interest. However, such an assumption would amount to adjudicating the legal effect of the document finally without trial. At this stage, the Court is required to determine whether the plaintiff has established the ingredients necessary for continuation of an injunction. The mere fact that the petitioner has relied upon or is connected with a settlement deed does not relieve the plaintiff of that burden. Thus, this Court holds that the objection regarding want of locus standi, founded solely upon the alleged divestment of the petitioner's rights under Document No.6779 of 2022, cannot be accepted as a ground for rejecting the present application.

23. The balance of convenience also does not favour continuation of the injunction against the petitioner who is admittedly a third party. If the injunction is continued and the petitioner is prevented from exercising rights claimed by her under a registered settlement deed, she would be subjected to a continuing restraint during the pendency of the suit. On the other hand, if the injunction is vacated, the plaintiff does not thereby acquire any automatic right to deal with the property or obtain title. The

plaintiff's alleged agreement remains subject to adjudication in the suit. Further, the mere vacation of the interim injunction does not amount to dismissal of the suit or recognition of the petitioner's title. All rights remain open for adjudication. Thus, refusal to continue the injunction does not finally prejudice the plaintiff's substantive claim. On the contrary, continuation of an injunction for an indefinite period in favour of a plaintiff whose claimed right is itself founded upon a disputed agreement with a person whose title is under serious challenge would amount to granting an interlocutory advantage disproportionate to the material presently available. The Hon'ble Apex Court has repeatedly emphasised that interlocutory relief should preserve the proper balance between competing rights and should not operate as a substitute for final relief.

24. Coming to irreparable injury the plaintiff has also not demonstrated any specific irreparable injury which would necessarily follow from vacating the injunction as against the petitioner. The plaintiff's principal claim is ultimately one arising out of the alleged agreement of sale and the reliefs sought in the suit. The existence, validity and enforceability of that agreement will be decided at trial. If ultimately the plaintiff succeeds, appropriate relief can be granted in accordance with law. The mere possibility that the plaintiff's claim may be rendered more difficult cannot, by itself, justify an indefinite injunction against a person

asserting an independent proprietary interest. The concept of irreparable injury cannot be treated as a ritual recital. It must be supported by circumstances showing that refusal of interim protection would cause an injury which cannot adequately be addressed by the final decree.

25. Coming to the other incidental nuances of the contentions raised on both sides, the plaintiff is stated to have pleaded payment of Rs.2,15,00,000/- in cash to the 1st defendant. This Court is not required, in the present interlocutory proceeding, to determine whether such payment was actually made. That issue must be established by evidence at trial. Nevertheless, the manner and circumstances of the alleged payment are relevant while assessing the prima facie strength of the plaintiff's case. As stated supra, the Hon'ble Apex Court in **The Correspondence, RBANMS Educational Institution v. B. Gunashekar & Another, Civil Appeal No.5200 of 2025**, dealt with the statutory prohibition concerning cash transactions of Rs.2,00,000/- and above and directed courts to communicate such matters to the jurisdictional Income Tax authorities for appropriate verification. Therefore, the plea of payment of Rs.2.15 crores in cash cannot simply be treated as an unquestionable circumstance supporting the plaintiff's prima facie case. Its legality, genuineness and evidentiary value are matters requiring appropriate examination. This Court makes it clear that no final finding is recorded herein regarding the alleged

cash payment or any tax violation. The observation is confined solely to the assessment of whether the plaintiff has demonstrated an unquestionable prima facie case for continuation of interim protection.

26. The plaintiff has strongly relied upon the fact that the petitioner has not filed her written statement and contends that the petitioner has approached the Court belatedly. This contention also cannot, by itself, justify continuation of an otherwise unsustainable interlocutory order. Failure to file a written statement may have consequences in the suit in accordance with the Code of Civil Procedure and applicable law. But the right of a defendant to seek vacation of an interim injunction cannot be made entirely dependent upon the filing of the written statement. In fact, this court has chosen to post the matter to 8-9-2026 for filing of written statement on condition that no further adjournment will be given. The present application concerns the legality and continuance of an interlocutory injunction. As such this Court must decide that question strictly on the basis of the statutory requirements governing interim relief.

27. Of course, the original order dated 07.12.2023 was an ex parte order. In the present case, irrespective of the correctness of the original order on the date on which it was passed, the question before this Court is whether the order can continue after the affected party has entered appearance and has specifically placed before the Court substantial

objections concerning her independent claim, the source of the plaintiff's alleged title, the registration proceedings dated 30.09.2022 and the nature of the plaintiff's alleged transaction. Therefore, once the affected party has appeared and contested the injunction, the Court must independently reassess the three requirements of interim relief.

28. The plaintiff contends that the injunction is necessary to prevent creation of bogus claims and encumbrances over the property. There can be no dispute that the subject matter of litigation should ordinarily be protected from acts which may defeat the ultimate decree. However, preservation of the subject matter does not necessarily mean preservation of an injunction in the exact form in which it was originally granted. The Court must distinguish between protection of the subject matter and granting one party an interlocutory advantage. In fact, the pendency of the suit itself brings the property within the operation of the doctrine of *lis pendens*, subject to the provisions of Section 52 of the Transfer of Property Act. Thus, the plaintiff's apprehension regarding alienation, by itself, cannot justify continuation of the impugned injunction when the plaintiff has failed to establish the requisite *prima facie* case against the petitioner.

29. Upon a careful consideration of the entire materials, this Court finds that the plaintiff has not established all the three essential

requirements for continuation of an interim injunction against the petitioner. The existence of a disputed agreement of sale cannot, standing alone, confer a superior prima facie right upon the plaintiff against a defendant who claims an independent interest under a registered document. The petitioner's claim cannot be rejected merely because the 1st respondent/plaintiff disputes her title. The proceedings of the registration authority dated 30.09.2022 constitute a relevant circumstance which materially affects the prima facie assessment of the competing claims, though they do not finally determine civil title. The plaintiff's objections concerning the petitioner's alleged conduct, delay in filing the written statement, or alleged collusion may be examined at the appropriate stage. They do not answer the fundamental question whether the plaintiff has established a legal basis for continuing an ex parte injunction against the petitioner. In the present case, the balance of convenience is in favour of vacating the injunction as against the petitioner. For all the foregoing reasons, this Court is of the considered view that the order of interim injunction dated 07.12.2023 passed in I.A.No.2 of 2023 cannot be permitted to continue against the petitioner.

In the result, I.A.No.12 of 2026 is allowed. The order of interim injunction dated 07.12.2023 passed in I.A.No.2 of 2023 in O.S.No.723 of 2023 is hereby vacated insofar as the petitioner/Appana

Padma, the 3rd defendant, is concerned. There shall be no order as to costs.

Typed to my dictation, corrected and pronounced by me in open court, on this the 28th day of August, 2026.

Principal District Judge,
Chengalpattu.

Petitioner's side witness :

Nil.

Exhibits marked on the side of petitioner :

Nil.

1st Respondent's side witness :

Nil.

1st Respondent's side exhibits :

Ex.R1	---	Xerox copy of Boggavarappu Srinivasarao.
Ex.R2	21.10.1947	Xerox copy of sale deed.
Ex.R3	28.10.2023	Online extract of Town Survey Land Register.
Ex.R4	08.10.2015	Certified xerox copy of settlement deed.
Ex.R5	25.06.2021	Agreement of sale.
Ex.R6	25.06.2021	Original receipt.
Ex.R7	19.12.2022	Certified xerox copy of settlement deed.
Ex.R8	01.11.2023	Online encumbrance certificate.
Ex.R9	03.10.2023	Xerox copy of legal notice.

Ex.R10	03.10.2023	Office copy of legal notice with postal acknowledgement card.
Ex.R11	03.10.2023	Xerox copy of legal notice with postal acknowledgement card.
Ex.R12	03.10.2023	Xerox copy of legal notice with postal acknowledgement card.
Ex.R13	03.10.2023	Xerox copy of legal notice with postal acknowledgement card.
Ex.R14	15.05.2026	Xerox copy of application before Public Grievance Redressal Platfor at NTR District.
Ex.R15	22.11.2024	First Information Report.

Principal District Judge,
Chengalpattu.

