

**IN THE COURT OF DISTRICT MUNSIF CUM JUDICIAL MAGISTRATE,
CHEYYUR**

Present: Tmt. C.M. Amaravathi, M.L.,

District Munsif-cum-Judicial Magistrate,
Cheyyur.

Monday, the 22nd day of June 2026

I.A. No.1/2023

in

O.S.No.222/2020

...

1) S.A. Sharina

2. M. Abdul Kalith,

...Petitioners/Defendants..

//Vs//

1.J. Mohammed Hussain

...Respondent/ Plaintiff.

This Petition coming before me on 18.06.2026 for final hearing in the presence of Mr. P. Diwakar, learned Counsel for the Petitioners/Defendants and of Mr.V. Agoram, learned counsels for the Respondent/Plaintiff. Upon perusal of documents and hearing arguments on both sides and having stood over for consideration till this date, this court delivers the following.

ORDER

1. The petitioner has filed this petition under Order 39 Rule 1 of C.P.C to grant Ad- Interim Injunction against the respondent/plaintiff or his men or agents or servant and legal representatives and heirs claiming under him to restraining him to interfere peaceful possession and enjoyment of the schedule mentioned property till disposal of the suit.

2. The averments in affidavit along with petition in brief:-

2.1. The petitioners stated that the 1st defendant absolute owner of the property larger extent of property an extent of 72 Cents in Punja Survey No. 12/2B, Kadapakkam Village, Cheyyur Taluk and the 1st defendant purchased the said property in and by sale deed dated 06.05.2004 from one M. Razack Shaib and others.

The 1st defendant has sold the property measuring an extent of 40 Cents to the respondent/plaintiff, due to urgent need of her family expenses. The 1st defendant is now enjoying the property 30 Cents in her possession. However the plaintiff not paid entire sale consideration to the 1st defendant and balance consideration with the respondent/ plaintiff.

2.2. The 1st defendant entered sale agreement with the respondent/plaintiff and total consideration was fixed as Rs. 18,90,000/- and received an advance sale consideration of Rs. 1,50,000/- and further the 1st defendant is received Rs.1,00,000/- in all total Rs.2,50,000/- received from the respondent/plaintiff by the 1st defendant. The allegation of Rs. 14, 000/- paid to the 1st defendant by the respondent/plaintiff is denied since the same is not mentioned in O.S. No.40 of 2019 on the file District Munsif at Madurantakam.

2.3. In the last Column of the sale agreement it is clearly mentioned that the sale proceeds will be completed within the period of one month from the date of sale agreement, however the respondent/plaintiff not come forward to execute the sale deed and not paid balance sale consideration, hence suit barred by law. The respondent/plaintiff wantonly mentioned extent of property as 27 Cents instead of 30 Cents as per Patta and originally 32 Cents.

2.4. In the meantime the husband of the 1st defendant is died on 10.12.2015, since she could not meet the medical expenses for the treatment. The 1st defendant intend to sell the property only for the purpose to treat her husband and the same could spoiled by the plaintiff by way of not performing the contract on his part to execute sale deed and not paid the balance sale consideration. Hence the purpose of the sale of property is to fulfilled.

2.5. The respondent /plaintiff entered agreement on 21.01.2015 and the suit filed on 06.03.2019 last payment made on 23.03.2015 which beyond the limitation period and it is barred by law, hence the suit is filed not within period and thus respondent/plaintiff is not entitled any relief. The 1st defendant appointed the 2nd

defendant as her power of attorney dated 24.01.2019 empowering to deal with schedule property and thereafter the suit was filed by the respondent/plaintiff.

2.6. The Interim Injunction as I.A.No. 555 of 2019 in OS.No. 40/2019 before the District Munsif at Madhuranthagam was dismissed on 24.02.2020. In the meantime on 07.08.2023 the respondent/plaintiff entered the schedule property and do agricultural activities (Ploughing) along other property without permission from the 1st defendant, since the possession was not handed over to the respondent/plaintiff and thus the 1st defendant lodged complaint before G-5 Chunambedu Police Station and the police official issued CSR No. 819/2023 and the police official visited the property and enquired with other property owners and came to conclusion the respondent/plaintiff entered the property along with local goons.

2.7. The petitioner state that after the above incident the police asked to present the both parties for enquiry in this the respondent/plaintiff appeared before the enquiry on 14.08.2023 and 1st defendant has appeared before the police official on 15.08.2023. The respondent/plaintiff stated that there is civil cases pending before courts and the police officials not co- operate with the enquiry, since the 1st defendant explained everything and the police officials not considered the same. Further the respondent /plaintiff has done the same thing, and the 1st respondent lodged complaint on 27.02.2019 and CSR No. 68 of 2019 and 24.04.2019, CSR.No.180 of 2019 issued against the respondent/plaintiff and thus respondent/plaintiff is habitual offender. Therefore it is clearly proves that the respondent/plaintiff wantonly doing all the above acts in order to harras the 1st defendant. Hence this petition.

3. The averments in counter in brief:

3.1. The Respondent/Plaintiff submitted that the petitioner has no locus standi to file the petition. The allegations in the affidavit stating that the 1st defendant absolute owner of the property measuring an extent of 72 cents in Punja S.No.12/2B Kadapakkam Village, Cheyyur Taluk and the petitioner filed the above petition for S.No. 12/1B. Hence, the contra allegations mentioned in the affidavit. Hence, the

petition is not at all maintainable in law. The suit property S.No. Is 12/2B, new S.No. 12/2B1 to an extent of Ac. 0.27 cents. The petition filed by the petitioner in S.No. 12/1B. Hence the petitioner has no locustandi to file the petition. If the petitioner to get any interim injunction in S.No. 12/1B, he could file new suit alone. The agreement executed by the petitioner is clearly stated that the property is Ac. 0.27 cents in S.No. 12/2B.

3.2. The Respondent submits that at the time of execution of the agreement, the 1st Defendant orally handed over the possession and enjoyment of the suit property to Respondent/Plaintiff. Now the Respondent/Plaintiff alone is in possession and enjoyment of the suit Property. The respondent/plaintiff raised coconut trees and he is also cultivating by putting ground nut in the vacant places. Hence, the Respondent/Plaintiff is in possession and enjoyment of the suit property. The Respondent/Plaintiff is always ready to pay the balance sale consideration.

3.3. The Respondent/plaintiff alone is in possession and enjoyment of the suit property. Only to drag the proceedings of this case, the petitioner filed this vexatious application. Hence prays to dismiss the petition with cost.

4. The averments in Additonal counter in brief:

4.1. The respondent submits that the petition for granting of interim injunction is not at all maintainable in law. The amendment is alter the nature of the case. The petitioner is the Defendants in the above suit. They are not filed any counter claim against the respondent. Hence, the interim application for grant of temporary injunction is not at all maintainable in law. The petitioner/defendant has no locus standi to file the petition. Hence, the injunction petition is not at all maintainable in law. There is absolutely no merit in the present petition. Hence, it is prays to dismiss the petition with cost.

4. Evidence:

No exhibits were marked and no witnesses were examined on both sides.

5. The point for determination is whether this petition is to be allowed or not?

6. Discussion and Findings:-

6.1. On perusal of the records, it is seen that the petitioner has filed the present petition seeking an order of ad interim injunction against the respondent restraining the respondent/plaintiff from interfering with the petitioner's alleged possession and enjoyment of the petition schedule property.. The petitioner is the 1st defendant in O.S. No. 222 of 2020. The said suit has been filed by the respondent/plaintiff seeking the relief of permanent injunction against the petitioners/defendants.

6.2. The petitioner submits that she is the absolute owner of the property measuring an extent of 72 cents in Punja Survey No. 12/2B situated at Kadapakkam Village, Cheyyur Taluk. The petitioner purchased the said property under a Sale Deed dated 06.05.2004 from one M. Razack Shaib and others. Subsequently, due to urgent family necessities, the petitioner agreed to sell an extent of 40 cents to the respondent for a total sale consideration of Rs.18,90,000/-. According to the petitioner, she received only an advance amount of Rs.1,50,000/- and thereafter a further sum of Rs.1,00,000/-, totaling Rs.2,50,000/-. The respondent failed to pay the balance sale consideration.

6.3. The petitioner further submits that the sale agreement stipulated a period of one month for completion of the transaction. However, the respondent failed to pay the balance sale consideration within the stipulated period. The sale agreement was entered into on 21.01.2015 and the last payment was allegedly made on 23.03.2015. Therefore, according to the petitioner, the claim made in the main suit is barred by limitation. The 2nd defendant was appointed as the Power Agent of the 1st defendant under a Power of Attorney dated 24.01.2019 authorizing him to deal with the schedule property.

6.4. The petitioner further contends that possession of the property was never handed over to the respondent. However, the respondent allegedly entered upon the schedule property and carried out agricultural activities, including ploughing. Thereafter, the petitioner lodged a complaint before the Chunnambedu Police Station and CSR No. 819 of 2023 was registered. Subsequently, further complaints were

lodged on 27.02.2019 and 24.04.2019, pursuant to which CSR Nos. 68 and 180 of 2019 were registered. Hence, the petitioner seeks an order of ad interim injunction against the respondent.

6.5. Per contra, the respondent submits that the schedule property is comprised in Survey No. 12/2B, New Survey No. 12/2B1, measuring an extent of 0.27 cents. According to the respondent, the petitioner has erroneously referred to Survey No. 12/1B in the present petition. The respondent further submits that the sale agreement itself relates to an extent of 0.27 cents in Survey No.12/2B and that possession was orally delivered to him at the time of execution of the agreement.

6.6. The respondent contends that he is in possession and enjoyment of the schedule property and has raised coconut trees and cultivated groundnut crops therein. The respondent further submits that he was always ready and willing to pay the balance sale consideration, whereas the petitioner postponed execution of the sale deed. According to the respondent, the execution of the Power of Attorney amounts to refusal of the contract. The respondent further submits that the petitioner is in possession of Survey No.12/1B, whereas the schedule property is situated in Survey No. 12/2B, New Survey No.12/2B1. Hence, the petition is liable to be dismissed.

6.7. The petitioner contends that she is the owner and possessor of the property and that the respondent has unlawfully entered into the property and attempted to interfere with her possession. On the other hand, the respondent disputes the petitioner's claim and contends that possession was handed over pursuant to the sale agreement and that he is in possession and enjoyment of the property.

6.8. No documents have been marked on either side. The burden of proving the case lies upon the petitioner. In order to establish her possession and the existence of the alleged sale agreement, the petitioner has not produced any supporting documents such as the sale agreement, patta or other revenue records. Similarly, the respondent has also failed to produce any material to establish his alleged possession over Survey No. 12/2B, New Survey No. 12/2B1.

6.9. Merely on the basis of the Sale Deed dated 06.05.2004, this Court cannot presume the existence of a subsequent sale agreement between the parties. Likewise, this Court cannot adjudicate the disputed questions of possession and entitlement solely on the basis of the averments contained in the petition and counter.

6.10. At the stage of considering an application for ad interim injunction, the Court has to ascertain whether the petitioner has established a prima facie case, balance of convenience and likelihood of irreparable injury. In the present case, the materials available before the Court are insufficient to arrive at a prima facie finding regarding actual possession of the petition schedule property. The contentions raised by both parties involve disputed questions of fact which can be adjudicated only upon full-fledged trial and appreciation of evidence.

6.11. Further, the pleadings of both parties reveal conflicting claims regarding possession and enjoyment of the property. In the absence of satisfactory materials to establish exclusive possession in favour of the petitioner, this Court is not inclined to grant the discretionary relief of ad interim injunction.

6.12. Therefore, this Court comes to the conclusion that the petitioner has failed to establish a prima facie case for grant of ad interim injunction. Accordingly, the petition is liable to be dismissed.

In the result, the petition is dismissed. No costs.

Dictated to the Steno typist, typed by her in the Computer directly, printed, corrected and pronounced by me in open Court this the 22nd day of June 2026.

District Munsif-cum-Judicial Magistrate,
Cheyyur.

PETITIONER SIDE WITNESSES :- - NIL -

PETITIONER SIDE EXHIBITS:- - NIL -

RESPONDENT SIDE WITNESSES:- - NIL -

RESPONDENT SIDE EXHIBITS:- - NIL -

District Munsif-cum-Judicial Magistrate,
Cheyyur.