



**IN THE COURT OF THE DISTRICT MUNSIF CUM JUDICIAL
MAGISTRATE NO.I KODAIKANAL**

PRESENT : Thiru R. ARUN PANDIAN B.A.,B.L.,(Hons). M.L.,

District Munsif cum Judicial Magistrate No.I, Kodaikanal

Wednesday the 25th day of March, 2026.

Original Suit No. 26 of 2024

(CNR.No.TNDG11-000753-2024)

Between:-

1. Immanuel Gladson Karkada @ Sonny Karkada
2. G.K.Lilly

---- Plaintiffs.

Vs

1. Elizabeth Alexander
2. The Sub Registrar, Kodaikanal

---- Defendants.

The suit having been heard in the presence of Thiru.P. Kumar, the learned counsel for the Plaintiffs and Thiru. Muniyandi, Government Pleader and learned counsel for the 2nd Defendant. The 1st Defendant was set exparte on 04.12.2024. Perused the entire records and heard the arguments of both the sides and this case having stood over for consideration till this day, before me, this court delivers the following.

JUDGMENT

Suit for bare injunction and consequential relief praying junction restraining alienation.

2.The plaint allegations in brief are as follows:-

The plaintiff namely Immanuel Gladson Karkada @ Sonny Karkada, and the husband of the 1st defendant namely Alexander being friends and acquaint of each other, in the strength of which the plaintiff has placed to have lent huge sum of money

for the medical treatment and expense of Alexander. In consideration of which, it is placed that the 1st defendant Elizabeth Alexander placed to have executed a power of attorney, with regard to a property measuring 1Acer and 02 Cents comprised in an area identified as rifle range road kodaikanal. The power deed was placed to be executed in the year 1997. By the strength of the said power deed the 1st plaintiff accounted to have executed lease in-favour of the 2nd plaintiff herein who is the wife of 1st plaintiff. Later the lease pertain the southern portion of the said land to an extent of 50 cents was cancelled, and the same was alienated by mode of sale in-favour of person named Anilkumar and Tangabalan. Thereafter the 1st defendant accounted to have cancelled the power deed executed by her. The 1st plaintiff having felt that he was deceived, accounted to have lodged complaint with the police, and therein after on 06.09.2007 the 1st defendant again executed another power of attorney in favour of the 1st plaintiff. It is further asserted that the 1st defendant also executed an unregistered sale deed in favour of the 1st plaintiff on the same day. Thus the 1st plaintiff claims to be the title holder of the suit property, and the possession is placed to be vest with the 2nd plaintiff by way of lease. The assertion and contention placed plaintiffs is that the 1st defendant is attempting to cause interference in the peaceful possession and enjoyment of the suit property. Thus the plaintiffs herein seeks the relief of permanent injunction against the 1st defendant in causing interference with regard the suit schedule property, coupled with relief of injunction restraining the 1st defendant in causing any alienation before the office of 2nd defendant. Hence the suit.

3. The 2nd defendant filed the written statement, and its brief contention is as follows:- :

The 1st defendant Elizabeth having been set exparte in the main suit. The petition for consideration, and the main suit is contended only by the 2nd defendant namely, the Sub Registrar Kodaikanl. The 2nd defendant confined his contention to the legal aspect that he is not a necessary party to suit. However, the 2nd defendant represented by government pleader pointed out an essential legal aspect that when the

owner of a property proceeds with registration of alienation before the sub-registrar's office, such registration cannot be restrained under the guise of an injunction.

4. Based on the assertion placed in the pleadings of both the parties to the suit, the following issues stood framed for trial on 03.12.2025:

- Issue 1:** Whether there is violation of right of plaintiff involved ?
- Issue 2:** Whether the plaintiff is entitled to the relief of injunction as to restrain the 1st defendant in causing any interference regard the suit property ?
- Issue 3:** Whether the Plaintiff is entitled to relief of injunction restraining the 1st defendant in causing any alienation or encumbrance regard the suit property ?
- Issue 4:** To what other relief is the plaintiff entitled?

5. Oral and documentary evidences:-

On the side of Plaintiff, the 1st Plaintiff was examined as the PW1 and Exhibits A1 to A5 marked. Further the 2nd Plaintiff was examined as the PW2 and Exhibits A5 to A8 marked. The defendant side didn't adduced any witness, nor did they marked any document. On purview of endorsement made by the counsel of the defendant, the defendant side evidence was closed.

6. Issues No. 1, 2 and 3:-

As the matters to be discussed are associated, the issues 1 , 2 and 3 are decided together. One of the principle to be decided in granting an injunction is that, the court must see there exists a bona fide contention between the parties. Further the it must be established that, there was violation of the right of the plaintiffs was involved. Here the allegation levelled against the 1st defendant is that she attempted to usurp the plaintiffs property, and attempted interfered in the possession of the plaintiff in January 2024. The civil proceeding are decided on the legal standard of proof namely the preponderance of probability. The suit is instituted in regard the property identified as Ward C, Block 8, T.S.No.4. To being with, it is not a disputed fact that,

the suit property belonged to the 1st defendant Elizabeth Alexander. Further, it is the case of the plaintiffs that the 1st defendant had authorised the 1st plaintiff Immanuel Gladson Karkada @ Sonny Karkada to deal with the suit property by executing a registered Power of Attorney bearing Document No.139 of 1997. When the very foundation of the Plaintiffs' claim and alleged rights emanates from the said Power of Attorney (1997), the non-production of the said document before this Court strikes at the very foundation of the case. In the absence of the said document, the nature, scope, and extent of authority conferred upon the 1st plaintiff, who is stated to have acted on behalf of the 1st defendant, remain neither disclosed nor established. Consequently, the Plaintiffs have failed to substantiate the authority under which the 1st plaintiff purportedly acted in relation to the suit property. It is not specified or substantiated by the 1st plaintiff that the exercise of power by him as to the execution of the lease in favour of the 2nd plaintiff, and alienation of the southern portion are in conformity to the recitals and power conferred to him. It is settled principle of law that, when an act is done by a person in the strength of a power of attorney, it is never construed or treated as done by the power holder (agent) in his personal capacity. For the sake of arguments, even if it is assumed that the lease executed by the 1st plaintiff in favour of the 2nd plaintiff was within the scope of the alleged authority, the said lease having been for a fixed term of 25 years, stood expired in 2023 and confers no subsisting rights thereafter.

7. In the eye of law, the 1st defendant being the owner of the suit scheduled specified portion cannot be denied with, the law is settled that unregistered sale deed neither creates any right in-favour of the propounded transferee, nor it divests the right of ownership of the transferor. As above pointed out, the nature of right conferred by the defendant Elizabeth Alexander in-favour Immanuel Gladson Karkada @ Sonny Karkada was not placed or proved. The Honble Apex court in the case **Mrs.Umadevi Nambiar vs Thamarasseri Roman Catholic Diocese** case has delineated the basis in which a power of attorney ought to be construed. Wherein the Apex court has held that power of attorney should be construed strictly by the court. Further the power deed must expressly authorise the agent in terms as to alienation, but in the case for

consideration, what was the nature of power conferred by the principal Elizabeth Alexander in the year 1997 has not been clarified even in the slightest. The plaintiffs in substantiation of their claim, placed heavy reliance on the Ex A6 power of attorney on 06.09.2007 executed by 1st defendant empowering the 1st plaintiff Immanuel Gladson Karkada @ Sonny Karkada. The Ex A6 does not confer any right pertain the suit property in-favour of the plaintiffs, in the nature as transfer of right regard the immovable property. The Honble Apex court in the case **Ramesh Chand (D) Thr Lrs Vs Suresh Chand And Anr** has explained that “*A power of attorney is not a sale. A sale involves transfer of all the rights in the property in favour of the transferee but a power of attorney simply authorises the grantee to do certain acts with respect to the property including if the grantor permits to do certain acts with the character of the document transforming it into a conveyance of deed*”, the Ex A6 placed no aspect regard such transfer of right.

8. The reliance placed on Ex A7, an unregistered sale deed allegedly executed by the first defendant, does not advance or support the case of the plaintiff. An unregistered document being in contravention of Registration Act cannot substantiate any cause of the plaintiff. The law is ingeminated by the Honble Apex court in case **Mahnoor Fatima Imran & Ors Vs M/s Visweswara Infrastructure Pvt Ltd.** wherein it is elucidated as follows “*we therefore reiterate that immovable property can be legally and lawfully transferred/conveyed only by a registered deed of conveyance*”. Further the 1st defendant being the lawfully owner of the suit specified property, no injunction can be granted against the owner at the instance tenant in holding over. The Hon’ble Apex court in the case **Executive Committee of Vasiya Degree College, Shamil Vs Lakshmi Narain AIR 1976 SC 888** has held that relief of injunction cannot be granted or obtained as of right. The granting of relief of injunction is discretionary. The relief has to be granted by the court according to sound legal principle and *ex debilo justitiae*. Granting an injunction will sure to place an embargo on the legal rights of 1st defendant with regard her properties. The issue 1 and 2 is answered that, there is no violation of right of the plaintiff involved which mandates issuance of an injunction. Answering Issue 3, the 1st defendant being owner

of the suit schedule property, and the right of ownership comprises within it a bundle of rights, and right of alienation being a predominant of such right, it cannot be curtailed. **Hence for the reason placed the Issue No.1 to 3 are answered against the plaintiff.**

9. Issue No.4:-

Since the primary relief sought is denied with, there sustains no further relief.

In result, the suit fails and is dismissed. No Cost.

Dictated to the Steno Typist, Typed by him in personal laptop and pronounced by me in open court this the 25th day of March 2026.

**District Munsif Cum Judicial Magistrate No1
Kodaikanal.**

Plaintiff side witnesses:

PW1 - Immauel Gladson Karkada @ Sonny Karkada

PW2 - Lilly

Plaintiff side exhibits:

Ex.A1	18.02.1998	Lease deed	Online certified copy
Ex.A2	30.07.1999	Lease Cancellation deed	Online certified copy
Ex.A3	30.07.1999	Sale deed	Online certified copy

Ex.A4	--	Property tax receipts (2 Nos)	original
Ex.A5	--	Encumbrance Certificate	Online issued copy
Ex.A6	06.09.2007	General power of attorney deed	certified copy
Ex.A7	06.09.2007	Sale deed	Original
Ex.A8	--	Kist Receipt	Original

Defendants side witnesses and documents: Nil

Court witnesses and exhibits: Nil

**District Munsif cum Judicial Magistrate No.01
Kodaikanal.**

District Munsif cum Judicial Magistrate
No.I Court, Kodaikanal

O.S. No. 26 of 2024

Fair/Draft Judgment

Dated: 25.03.2026