IN THE COURT OF THE SUBORDINATE JUDGE, SATHYAMANGALAM.

PRESENT: Tmt.K.S.Shabeena, M.L.,
Subordinate Judge, Sathyamangalam.

Saturday, the 06th day of June 2026
(2057 Thiruvalluvarandu Parabhava varudam Vaikasi Thingal 23rd day)

I.A.No.2/2026
and
I.A.No.3/2026
in
O.S.No.52 of 2026

I.A.No.2/2026:

Sivanesan		..... Petitioner/Plaintiff
	//Vs//	
Lingam		..... Respondent/Defendant

I.A.No.3/2026:

Sivanesan		..... Petitioner/Plaintiff
	//Vs//	
Lingam		..... Respondent/Defendant

This petition came up for final hearing before me on 06.06.2026 in the presence of Thiru.K.Thangarajan, Advocate for both the Petitioner and Thiru.M.Senniyappan, Advocate for both the Respondent and upon perusing the entire case records, on hearing the arguments of both sides, and having stood over for consideration till this date, this court delivered the following:

COMMON ORDER

This I.A.2/2026 petition and I.A.3/2026 petition has been filed by the Petitioner/Plaintiff seeking an order of temporary injunction restraining the respondent and his agents from interfering with his peaceful possession and enjoyment of the suit property pending disposal of the suit.

2. Gist of the Petition of I.A.2/2026:

1. The petitioner and the respondent are brothers and members of a Hindu joint family. According to the petitioner, both of them migrated from their native village and jointly started a grocery business at Rangasamudram in Sathyamangalam Taluk during the year 1992. The petitioner was managing the day-to-day affairs of the shop while the respondent was attending to procurement of goods and other outside activities. The profits earned from their joint labour and business were allegedly pooled together and managed by the respondent.

2. It is the specific case of the petitioner that out of the income generated from the joint business, both brothers jointly purchased a vacant site measuring 1,265 square feet in Ariyappampalayam Village under a registered sale deed dated 26.05.1999. Subsequently, after the demise of their parents, they continued to live as members of a joint family, with the respondent acting as the Kartha of the family. The petitioner further contends that the suit property was agreed to be purchased in the year 2005 from one Velumani under a registered sale agreement. According to him, the advance sale consideration and the balance consideration were paid from the

earnings of their joint business. Though the sale deed dated 02.02.2007 ultimately came to be executed solely in the name of the respondent, the petitioner claims that the purchase was made from the joint earnings of both brothers and that the respondent obtained the property only in his capacity as the Kartha of the joint family.

3.The petitioner also states that at the time of his marriage, the respondent represented before the bride's family that the suit property belonged equally to both brothers and assured that the petitioner's share would be conveyed to him. After marriage, the petitioner continued to reside in the suit property along with the respondent. According to the petitioner, during the year 2018, utilizing their joint earnings and borrowed funds, two shops and two residential portions were constructed in the suit property. One portion has been occupied by the petitioner and the other by the respondent. The petitioner is stated to be running a grocery business in one shop, while another shop has been let out by the respondent. The petitioner also relies upon a joint loan account maintained by both parties with Karur Vysya Bank to demonstrate their joint interest in the property.

4. It is further alleged that the respondent suffered a paralytic ailment during the year 2023, after which the petitioner has been managing the property, paying electricity charges, taxes, and other expenses, besides conducting the grocery business. The petitioner claims that he has also been purchasing goods for the business through digital transactions from his bank account. The petitioner submits

that when he demanded partition of the suit property on several occasions, particularly on 15.02.2026, the respondent refused to effect partition. Apprehending interference with his possession and enjoyment of the suit property, the petitioner has filed the present application seeking an order of temporary injunction restraining the respondent and his men from disturbing his possession pending disposal of the suit.

3. Gist of the Petition of I.A.3/2026:

1. The petitioner, who is the plaintiff in the suit for partition and permanent injunction, has filed this interlocutory application seeking protection of his alleged rights in the suit schedule property. It is his case that he and the respondent are brothers and members of a Hindu joint family, and that the suit property and other assets were acquired and developed through joint efforts, joint labour, and income derived from a common family business.

2. The petitioner asserts that he has been in joint possession and enjoyment of the suit property along with the respondent for several years, participating in the running of the business and contributing to the development and maintenance of the property. He further states that he has been residing in a portion of the property and continuing his livelihood activities therein. It is his specific grievance that the respondent is now attempting to deny his rights, exclude him from possession, and interfere with his peaceful enjoyment of the property, despite the existence of joint possession and long-standing family arrangement.

3. According to the petitioner, such conduct is unlawful and would cause irreparable loss and disruption of his possession if not restrained. On these grounds, the petitioner seeks an order of injunction restraining the respondent and his agents from interfering with his peaceful possession and enjoyment of the suit property pending disposal of the suit.

4. The Counter statement by the respondents as follows:

1. The respondent has filed a detailed written statement denying the entire foundation of the plaintiff's claim and contending that the suit as well as the interlocutory application are false, vexatious and legally unsustainable. The respondent admits that the plaintiff is his younger brother and that both hail from the same native village. However, he specifically denies that they constitute a Hindu joint family possessing any joint family business or joint family property. According to him, the grocery business was never a joint venture between the parties.

2. The respondent's specific case is that he independently migrated to Rangasamudram in the year 1982 and worked for nearly seven years in the grocery shop of his maternal uncle Ramakrishnan, where he acquired experience in running a grocery business. Thereafter, in the year 1989, he independently established a grocery shop under the name "Lingam Maligai" in the suit premises with his own capital and obtained the necessary licences in his individual capacity.

3. According to the respondent, the plaintiff joined the business only subsequently as an employee at the request of their parents because he had no

employment or source of income. The plaintiff was never a partner, co-owner or investor in the grocery business and merely worked as a salaried employee. The respondent further contends that the vacant site purchased under Sale Deed No.1546 of 1999, though standing in the names of both brothers, was acquired entirely from his own earnings. He claims that he included the plaintiff's name in the document only out of affection and goodwill towards his younger brother and not because the plaintiff contributed any amount towards the purchase.

4. With regard to the suit property, the respondent states that he alone entered into the sale agreement dated 08.04.2005 with the original owner Velumani for a consideration of Rs.7,00,000/-. Since he lacked sufficient liquid funds at that time, his wife contributed her 40 sovereigns of jewellery received as dowry, which were sold for arranging the advance amount of Rs.6,50,000/-. The respondent maintains that the entire advance amount and the subsequent balance consideration of Rs.50,000/- were paid exclusively by him from his personal funds and that the plaintiff contributed nothing towards the acquisition of the property.

5. The respondent admits the execution of the power of attorney in favour of Ravikumar and the subsequent registered sale deed dated 02.02.2007. However, he emphatically denies that the purchase was made from joint family funds or joint earnings and asserts that the property became his exclusive self-acquired property under the registered sale deed executed solely in his favour. The respondent also denies that he ever represented to the plaintiff's prospective in-laws that the property

belonged equally to both brothers or that he promised to convey any share in the property to the plaintiff after marriage.

6. The respondent further states that after purchasing the property, he alone obtained municipal approval and constructed two shops and two residential units in the year 2017 at a cost exceeding Rs.20,00,000/-. The entire construction expenditure was allegedly borne by him alone, without any contribution from the plaintiff. Out of brotherly affection, he permitted the plaintiff to occupy one residential portion and work in the grocery business.

7. Regarding the joint bank account with Karur Vysya Bank, the respondent contends that the plaintiff's name was included merely as a matter of convenience and trust for conducting business transactions. According to him, the existence of a joint bank account does not create any proprietary right in favour of the plaintiff. He further points out that he alone mortgaged the title deeds of the suit property and obtained a loan of Rs.20,00,000/- from the bank, which he has been repaying by himself.

8. The respondent admits that he suffered a paralytic stroke in January 2023 and underwent prolonged medical treatment at Royal Care Hospital, Coimbatore, incurring expenses exceeding Rs.13,00,000/-. He asserts that even during this period the grocery business continued to belong exclusively to him and was managed by his wife. The plaintiff allegedly continued only as an employee. The respondent further alleges that taking advantage of his illness, the plaintiff started conducting a separate

business under the name "Sivanesan Stores" by diverting suppliers who were dealing with "Lingam Maligai". According to him, when confronted, the plaintiff claimed rights over the suit property and attempted to interfere with the respondent's possession.

9. A serious allegation has also been made that on 26.03.2026 the plaintiff attempted to forcibly evict the respondent and his family from the suit property and assaulted the respondent's wife, causing injuries for which she underwent treatment as an inpatient in the Government Hospital, Sathyamangalam. The respondent states that a complaint was lodged before the police, though no FIR has been registered. The respondent therefore contends that the plaintiff has no title, no contribution towards purchase, no contribution towards construction, no partnership agreement, no documentary proof of investment and no legal basis for claiming partition. According to him, the plaintiff is merely a former employee who is now attempting to usurp the respondent's exclusive property.

10. The respondent also raises objections regarding valuation of the suit and court fee, contending that the market value of the property and buildings has been grossly understated. He further contends that the suit suffers from partial partition and is therefore not maintainable. Consequently, the respondent seeks dismissal of both the suit and the injunction application. By way of counter-claim, he also seeks a permanent injunction restraining the plaintiff, his agents and men from interfering with the respondent's peaceful possession and enjoyment of the suit property.

4. Point for Determination:

Whether the petitioner has made out a prima facie case for grant of interim protection, and whether the balance of convenience and irreparable injury justify grant of injunction in respect of the suit schedule property pending disposal of the suit?

5. Discussion On Points For Determination – I.A. No. 2 of 2026:

5.1. Heard. This Court had cautiously scrutinized the petition, affidavit filed by the petitioners, and the documents marked before this court.

5.2. The primary question that arises for consideration in I.A. No. 2 of 2026 is whether the petitioner has made out a prima facie case for grant of an ad-interim injunction restraining the respondent from interfering with his alleged right, title, interest and enjoyment over the suit schedule property, and whether the balance of convenience and irreparable injury lie in his favour. At the outset, it is well settled that in matters of interlocutory injunction, the Court is not required to conduct a detailed adjudication of title, but must nevertheless be satisfied that a credible prima facie case exists. A prima facie case does not mean a mere arguable claim; it must be supported by some tangible material which gives rise to a serious question requiring trial.

5.3. In the present case, the petitioner's assertion rests on the foundation that the suit property was acquired through joint efforts and from income generated in a common family business, and that both parties functioned as members of a joint family. However, the respondent has seriously disputed the existence of any such joint family arrangement or joint contribution, and has placed reliance on registered title documents standing in his exclusive name.

5.4. The legal position is that where a property stands in the name of one party through a registered conveyance, a strong presumption arises in favour of ownership, and the burden lies heavily on the person asserting joint ownership to rebut such presumption with clear and cogent evidence. Mere assertion of joint living, joint labour, or familial relationship, without documentary proof of financial contribution or intention to create joint rights, is insufficient to establish prima facie title.

5.5. The Court also has to consider the doctrine of balance of convenience. In the present case, granting an injunction in favour of the petitioner at this stage would virtually amount to recognition of a co-ownership right, which is seriously disputed and yet to be established in trial. On the other hand, refusal of injunction does not extinguish the petitioner's right, as the issue of title remains open for adjudication. Therefore, the balance of convenience cannot be said to lie conclusively in favour of the petitioner.

5.6. However, the Court is equally mindful that the subject matter of the suit is immovable property and any unilateral alteration, alienation, or third-party interest created during pendency of the suit may prejudice the rights of either party and render the final decree ineffective. Therefore, even in cases where prima facie title is disputed, courts often adopt a protective approach by directing maintenance of status quo to preserve the property.

5.7. In respect of irreparable injury, it is the petitioner's contention that denial of access or interference would cause hardship. Yet, the legal standard of irreparable injury refers to injury which cannot be compensated in monetary terms or restored through legal remedy. Since the suit itself is one for partition and declaration of share, any injury, if ultimately established, can be compensated by way of allotment of share or accounting, thereby reducing the necessity for extreme interim relief.

5.8. Thus, on an overall consideration, the Court finds that while the petitioner has raised a triable issue, he has not established such a strong prima facie case as would warrant exclusive interim protection. The appropriate course would be to preserve the property and maintain neutrality between the parties pending adjudication.

6. Discussion On Points For Determination – I.A. No.3 of 2026:

6.1. In I.A. No. 3 of 2026, the principal issue for determination is whether the respondent has established a prima facie case for grant of injunction restraining the petitioner from interfering with his alleged exclusive possession and enjoyment of the suit property, and whether the equities of the case justify such protective relief. The respondent's case is founded upon registered title deeds and continuous possession, coupled with construction activities carried out by him from his own funds. It is also his case that the petitioner was merely permitted to reside and assist in business activities, without any proprietary right or co-ownership interest in the property.

6.2. In law, possession coupled with title carries a strong presumption of lawful ownership, and such possession is entitled to protection unless successfully rebutted by the opposing party. At the interlocutory stage, the Court is not required to finally adjudicate ownership, but must evaluate which party has a stronger prima facie right to possession.

6.3. The respondent has relied upon documentary evidence such as registered sale deeds, tax receipts, construction approvals, and financial records to substantiate his possession and control over the property. These materials prima facie indicate acts consistent with ownership and exclusive enjoyment. On the contrary, the petitioner's claim of joint possession is largely based on oral assertions and alleged familial arrangements, which require strict proof at trial.

6.4. The balance of convenience, in such circumstances, lies in favour of preserving the existing possession status of the party who is in recorded and demonstrable control of the property. If the petitioner is permitted to interfere without establishing a clear right, it would disturb settled possession and may lead to multiplicity of disputes and irreparable disturbance in enjoyment. As regards irreparable injury, the respondent has demonstrated that any interference with possession would disrupt his established control over the property and business activities, and such disruption cannot be adequately compensated at a later stage. The law recognizes that interference with settled possession is itself a ground for injunction when supported by prima facie material.

6.5. At the same time, it must be emphasized that the grant of injunction is discretionary and equitable in nature. The Court must ensure that such relief does not operate as a final determination of rights. Therefore, while the respondent appears to have a stronger prima facie case at this stage, the ultimate rights of parties are left open for adjudication in the main suit. Thus, on a careful balancing of all three essential ingredients prima facie case, balance of convenience, and irreparable injury the Court is inclined to extend protective relief in favour of maintaining the respondent's possession, subject to final determination of rights in the suit.

7. Conclusion in I.A.2/2026:

In view of the rival claims, the disputed questions of title and possession, and the necessity to preserve the subject matter pending adjudication, this Court is of the considered opinion that no conclusive finding can be rendered at this interlocutory stage. However, to avoid prejudice to either side and to maintain the property in its present condition, the relief is to be moulded appropriately.

8. Conclusion in I.A.3/2026:

Considering the materials placed and the competing claims of possession, this Court finds that the respondent has shown a stronger prima facie case of possession, and interference at this stage would result in disturbance of the existing arrangement.

9. RESULT:

1. **In the result,** the I.A.2/2026 petition is allowed. Status quo as on today with respect to the suit schedule property shall be maintained by both parties, and they are restrained from alienating, encumbering, or altering the nature of the property until disposal of the suit.

2. **In the result,** the I.A.3/2026 petition is allowed. Status quo as to possession and enjoyment of the suit schedule property shall be maintained as existing today, and the petitioner is restrained from interfering with the respondent's peaceful possession and enjoyment except through due process of law, until disposal of the suit.

3. No order as to costs.

Dictated by me to the Steno typist, typed by her in the Computer directly, corrected and pronounced by me in open court on this the 06th day of June 2026.

K S SHABEENA
Digitally signed by K S SHABEENA
Date: 2026.06.11 12:06:39 +0530

Subordinate Judge,
Sathyamangalam.

Petitioner's side witnesses and documents:- Nil
Respondent's side witnesses documents:- Nil

K S SHABEENA
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Date: 2026.06.11 12:06:47 +0530

Subordinate Judge,
Sathyamangalam.