

IN THE COURT OF THE PRINCIPAL DISTRICT COURT, KRISHNAGIRI

**Present: Tmt.V.R.Latha, M.A., B.L.,
Principal District Judge, Krishnagiri.**

Thursday, the 09th day of October 2025

I.A.No.02/2025 in COS.No.06/2025

1. M/s.SRG Stone,
rep by its Managing Partner,
S.Ramesh,
Having office at No.50/10, First Floor, S.R.Towers,
Thayappa Street,
Natrampalli Post and Taluk,
Thirupattur District.

2. S.Ramesh,
S/o. Samudi,
No.2/81, Kathari Village,
Erikottai Taluk,
Tirupattur District.

3.R.Ambika,
W/o.Ramesh,
No.2/81, Kathari Village,
Erikottai Taluk,
Tirupattur District.

... Petitioners/Plaintiffs

/Versus/

1. K.Gowardhan Chowdarti,
No.92A, A.Dinnur Village,
Perandapali Post,
Hosur Taluk,
Krishnagiri District.

2.V.Venkaytaraj,
No.5/1044/1, Thiruchipalli Village,
Perandapalli Post,
Hosur Taluk,
Krishnagiri District.

... Respondents/Defendants

This petition is coming up for final hearing before me on 30.07.2025 in the presence of Tr.U.Karunakaran, Advocate for petitioner, and Tr.M.P.Elanguriyan, Advocate for respondent, and upon hearing both side arguments and upon perusing the documents and the case having stood over for my consideration till this day, I delivered the following.

ORDER

The application is filed under Order 39 Rule 1 & 2 r/w Section 151 of CPC prays to grant ad-interim injunction restraining the respondents herein, their men, henchmen, agents, or servants or any one claiming through them jointly and severally from interfering with the peace full possession and enjoyment of the suit schedule property by erecting and running the crusher units therein as long as the irrevocable lease agreement dated 03.03.2023 is in force pending disposal of the above suit.

2. Case of the petitioner is as follows:

i] The petitioner herein is the 2nd Plaintiff in the suit. He only managing partnership. He aware of the facts of the case. The 3rd petitioner is the partner of the 1st petitioner firm. Petitioner respectfully state that we are carrying out business in mining and quarrying for quite some time under the name and style of M/s SRG STONE a registered partnership firm. Petitioner state that they have participated in a tender floated by the geology and mining department and they were declared as successful tenderer vide proceeding Na.Ka.222/2019 Kanimam on the file of Assistant Director, Geology and Mining Department, Krishnagiri and have been allotted 2.00.0 Hectare land in Soolagiri Vattam, Athimugam Village, Survey No.303 (Part 2) for the purpose of Rough Stone Quarry on payment of Rs.1,56,00,000/-. The respondent were also

allotted rough stone quarry tenders vide proceedings Na.Ka.221/2019/Kanimam on the file of Assistant Director, Geology and Mining Department, Krishnagiri in respect of S.No.303 part, Soolagiri Taluk. Athimugam Village. Accordingly, they and the respondents are the allottees in respect of their land allotted for the purpose of quarrying rough stone.

ii] Petitioner stated that they were looking for suitable land for setting up a crusher operations unit. At this juncture the respondents being a land owner of the neighbouring lands and lacked the means and experience for their quarrying they had offered their land more fully described in the suit schedule property to the petitioners and lease out the same on mutual consent and had entered into an irrevocable registered lease agreement dated 03.03.2023 vide Doc.No.1446/2023 on the file of SRO Athimugam initially for the period of 10 years specifically for the purpose of setting up a crusher unit and manufacture blue metal, M.Sand and crushed rock fines etc., since the respondents lacked the means to set up the crusher unit and operations as per the terms and conditions set out therein in respect of land measuring to and extent of 9.14.5 acres in Athimugam village vide document No.1446/2023 on the file of SRO Shoolagiri. As stated supra for the purpose of establishing crusher unit the petitioners have spent substantial amount as stated hereunder for getting consent to establish crusher unit in the land for setting up crusher unit and NOC, name transfer for manufacturing of blue metal, M.Sand and crushed rock fines etc., and also other statutory licenses along with developing the land for crushing operations. Further state

that as per the terms of the registered lease agreement the petitioners have duly paid a sum of Rs.5,00,000/- as advance and it was accepted by the respondents and the petitioners have to pay a monthly rent of Rs.1,00,000/- which alone is binding between the parties. The rent is payable from the date of commencement of crusher operations for the leased property for manufacturing of blue metal, M.Sand and crushed rock fines etc.

iii] Further it is stated that the petitioners have formed mud road to facilitate heavy duty vehicle movement for the quarry site from the leased land leading to the main road for about 4 km. Thereafter the government laid tar road. The petitioners in order to setup a crusher unit had to clean and clear the leasehold premises and level up the ground to facilitate huge heavy vehicles movements for ingress and egress and to set up machinery for the crusher industry unit which has caused huge expenditure which arises based on the irrevocable lease agreement dated 03.03.2023 alone for which the respondents are liable as he violated the terms and conditions of the lease agreement. The petitioners had purchased the machineries to the tune of Rs.10,20,25,000/- by obtaining loan from the Canara bank, and at this point of time of respondents with the intention to deprive the right of the petitioners, indulged in fraudulent acts started to trouble from January 2024 onwards by disturbing the petitioners from setting up the crusher unit. Even day by day it is causing huge financial loss to the petitioners. The detailed expenses are given in the table hereunder.

| S.No. | Name of Expenses | Amount (Rs) |
|-------|--|-------------------|
| 1 | Mudroad laid between quarry and leased land and road laid between leased land and main road for the movement of heavy vehicles (total road length is 4 km) | Rs.1,77,15,000/- |
| 2 | Name transfer for Crusher site 3 | Rs.5,00,000/- |
| 3 | Pollution Certificate land cleaning and levelling (within the leased land) | Rs.25,00,000/- |
| 4 | Compensation paid to nearby land owners for one year | Rs.66,00,000/- |
| 5 | Machineries purchased | Rs.10,20,25,000/- |
| | Total | Rs.13,03,40,000/- |

iv] Further state that the irrevocable registered lease agreement would indicate that after commencement of crusher operations unit work the monthly rent is payable only on that pretext the agreement does not speak the date on which the rent is payable. They are ready to pay the agreed amount of Rs.1,00,000/- per month even before the commencement of crusher operation in the court without prejudice to their right to get back the same subject to the result of this suit to show their bonafide. However the respondents demanding Rs.3,30,000/- per month. Even as per the invalid notarised agreement relied by the plaintiff also in para 6 clearly state that the petitioners are eligible to collect rent from commencement of work by setting up crusher business. Petitioner respectfully state that in view of the rough stones could not be crushed in the leasehold premises the petitioners sold the rough stone for value of

Rs.230 per ton whereas the manufacturing finished goods were sold between Rs.450 to 800 as stated in the table hereunder

| PRODUCTION OF AGGREGATE COST PER METRIC TON | | |
|---|-------------------------|------------|
| 1 | Boulders (Raw Material) | 150 |
| 2 | EB Charge | 20 |
| 3 | Crushing Charge | 80 |
| 4 | Pollution land | 10 |
| 5 | Worker Charge | 20 |
| 6 | Loading Charge | 10 |
| 7 | Other charges | 10 |
| | Total Amount | 300 |

| | PRODUCTION OF M SAND AND P SAND COST PER METRIC TON | Rs. Per Ton |
|---|---|-------------|
| 1 | Boulders (Raw Material) | 150 |
| 2 | EB Charge | 30 |
| 3 | Crushing Charge | 160 |
| 4 | Pollution land | 10 |
| 5 | Worker Charge | 20 |
| 6 | Loading charge | 10 |
| 7 | Other charges | 20 |
| | Total Amount | 400 |

| Material Segregation per 1000 Tons | | |
|------------------------------------|-------------------------|--------------------|
| S.No. | Production details | Production in Tons |
| 1 | P.Sand | 100 |
| 2 | M.Sand | 300 |
| 3 | Aggregate (12 mm, 6 mm) | 200 |
| 4 | Dust | 220 |
| 5 | Waste | 180 |
| | Total | 1000 |

| Month | No of tones | Average Expense per tone | Quarry association average fixed price | Average profit per ton | Total Profit |
|--------------------------|------------------|--------------------------|--|------------------------|--------------------|
| 18.01.2025 to 31.01.2025 | 15,198.91 | 350 | 525 | 175 | 26,59,809.25 |
| 01.02.2025 to 28.02.2025 | 16,457.76 | 350 | 525 | 175 | 28,80,108.00 |
| 01.03.2025 to 31.03.2025 | 24,112.13 | 350 | 525 | 175 | 42,19,522.75 |
| 01.04.2025 to 30.04.2025 | 21,331 | 350 | 525 | 175 | 37,32,925.00 |
| 01.05.2025 to 14.05.2025 | 898 | 350 | 525 | 175 | 1,57,150.00 |
| Total | 77,996.89 | | | | 1,36,49,615 |

Expected Rough Stone from Gowardhan Rough Stone Quarry

| Month | No of tons As per EC SEIAA | Average Expense Per Ton | Quarry Association Average fixed price | Average Profit per ton | Total Profit |
|--------------------------------|----------------------------------|-------------------------------|---|------------------------------|--------------------|
| 01.01.2025 to 31.01.2025 | 20,117 | 350 | 525 | 175 | 35,20,475 |
| 01.02.2025 to 28.02.2025 | 20,117 | 350 | 525 | 175 | 35,20,475 |
| 01.03.2025 to 31.03.2025 | 20,117 | 350 | 525 | 175 | 35,20,475 |
| 01.04.2025 to 30.04.2025 | 20,117 | 350 | 525 | 175 | 35,20,475 |
| 01.05.2025 to 14.05.2025 | 9,380 | 350 | 525 | 175 | 1,64,1500 |
| Total | 89,848 | | | | 1,57,23,400 |

After deducting the cost for manufacturing the profit and loss to the petitioners comes to Rs.175 per ton. Therefore, for the month of January to 14th May for the actual quarried rough stone of Rs.1,67,844.89 tons the actual profit loss comes to the petitioners is Rs.2,93,73,015/- at the rate of Rs.175 per ton which should be compensated by the respondents as they violated the irrevocable lease agreement dated 03.03.2023 and prevented the erections of machineries in the lease hold premises. further the petitioners have paid adjacent farm land owner to the tune of

Rs.66,00,000/- for which the interest should be compensated by the respondents for the month March 2025 and April 2025 at the rate of 18% per month which comes around to the tune of Rs.4,32,300/-. Further the rent becomes payable only upon the commencement of operations as contemplated in the registered lease agreement and acknowledged even is the invalid notarized document. Thus, no arrears or liabilities have accrued.

v] The respondents had issued legal notice dated 04.08.2024 to the petitioners stating all falsified and fact with vexatious intentions and the petitioners have issued an appropriate reply to the legal notice of the respondents on 26.08.2024 denying all facts and legal positions and claims made therein, which is reiterated herein. Further, the respondents with the malicious intention of fraudulently enriching themselves after completion of all the works prevented the petitioners to erect the machineries. The petitioners have developed the barren unsuitable land specifically for the purpose of setting up a crusher site as it required ingress and egress of heavy-duty vehicles and setting up of huge crusher equipment's.

vi] It is respectfully submitted that petitioner have invested Rs.13,00,00,000/- toward preparation work of the crusher work. The machinery cost Rs.10,20,25,000/- by obtaining loan from Cannara Bank. And the period of the quarrying 10 years comes and from 01.03.2023. Every month the petitioner are loosing not only their income and also they have to paid dues to the Government and as well as compensation to the adjacent agricultural firm land owners. And to pay interest to creditors. Above all the machinery worth about Rs.10,20,25,000/- is kept in open place nearby the lease hold

premises and their by it cost irrevocable firm and injury to this petitioner and also causing inconvenience to this petitioner and prayed before this court to order for ad-interim injunction restraining the respondents from interfering with the peaceful possession and enjoyment of the suit schedule property.

3. The contentions raised in the counter statement filed by the 1st respondent and adopted the 2nd respondent are as follows:

i] The petition is not maintainable either in law or on facts. The allegations in petition except those specifically admitted herein are denied. The above suit and petition before this commercial court is not maintainable one. In fact, the respondents are the landlords of the suit properties and the petitioners herein are only a lessee under the agricultural land of suit properties. No any commercial contact, or commercial dealings of business between them. The case is only attracting civil in nature, not connected with any commercial transaction between them. So the dispute between landlord and lessee is a civil transaction. already a civil suit for recovery of arrears of lease amount is pending in O.S.No.555/2024 in civil court/Additional District Judge of Hosur. So no any other transaction between the fraud playing petitioners, wilful defaulter of lease (rent) amount to the respondents, wantonly, unlawfully created this untenable suit before the commercial court is to be rejected at once. The relief claiming in this suit is also for injunction and for a false claim of damages, these reliefs will not and does not attracted any commercial reliefs between the lessor and lessee of the petitioner and respondents. For this aspect alone the suit is to be rejected at once. In fact as lessee, the petitioner is in possession of leasehold land for doing granite/crusher works it is his only duty, the respondent has no connection to

the business. The petitioner has to discharge the balance / arrears of lease amount to the lessor, otherwise the wilful defaulter of lease amount the lessee/petitioner have no right to file this unwarranted, fraudulent suit in this court.

ii] The respondents have filed the suit in O.S.No.555/2024 of Additional District Judge of Hosur in only for recovery of arrears of lease cum rent amount kept arrears of the petitioners herein only, not for any other reliefs. So the petitioner have to pay the arrears of lease amount to the respondents and to continued his work at suit land, the respondents did not interfere with the business or works in his concern. So this suit for injunction by a lessee against landlords in unwarranted. But without paying the agreed rent cum lease amount to the owner of the land the petitioner (lessee) cannot be pray for unnecessary injunction relief as well as for damages. In fact, for the alleged damages for loss of business of the petitioner, he cannot claim it against the landlord/lessor of the land in suit. In fact, the suit land and the granite rocks there in were purchased by the 1st respondent by 3 sale deeds dated 16.11.2018 by Doc.No.5453/2018 and 25.03.2019, Doc.No.1471/2019 and 17.08.2023 in Doc.No.1065/2023, patta got by respondents and enjoying the suit land. While so, the petitioner herein had approached the respondents and taken the lands for lease for doing granite work, for lease amount of Rs.3,35,000/- per month the 10 years terms payable the rent on or before 10th day of every month and for that on 21.04.2023 executed an unregistered mutual understanding between the petitioners and

respondents, so then the petitioner is a lessee for 10 years period as Rs.3,35,000/- per month.

iii] But prior to that on 03.03.20213 for official purposes and to escape from income tax purposes, insisted the respondents and executed as agreement of lease by registered against by less amount of rent at Rs.1,00,000/- which is not actual agreement. But the petitioners/plaintiffs did not pay any lease amount from the date of taking lease and no work was started till 04.09.2024 by which for the defaulted lease rent for the suit land, to recover it from petitioner/plaintiffs, the we have filed the suit in O.S.No.555/2024 in civil court of Additional District Judge of Hosur, it is pending. The petitioners without settle the willful defaulted rent amount, to escape from this liability the petitioners have filed this false suit. The alleged damages in this suit to the petitioner is his own defaulted act, the petitioner is a willful defaulter of payment of rent and did not do his granite work in suit land. So this suit is utter false one. The petitioners/plaintiffs has no locus standy to file this suit. he did not act as actual lessee to the suit land, did not installed the crushing machinery and did not pay any rent, willfully for all these days. Now fraudulently acting stage drama as a true granite work in suit land, so there is no charges of incurring damages by way of compensation to the petitioners/plaintiffs by means of us. So this suit is untenable one, a cheating minded one to drag on the proceedings of suit in O.S.No.555/2024 filed by the respondents/defendants for recovery of arrears of lease cum rent to us. There is no reasons to claim injunction against us.

iv] In fact, the petitioner herein himself agreed and admitted in para 11 that they did not paid the rent for all these days and ready to pay the agreed rent Rs.1,00,000/- as per registered agreement, which was a formal one for tax purposes, but denying the unregistered original lease agreement for the land of Rs.3,35,000/- itself clearly proving the fraudulent, cheating act of the petitioner. Thus the petitioner not approached this court with clean hands. These facts alone is enough to prove that this petitioner is a fraudulent person trying to cheat the respondents from paying the lease amount by using the actual unregistered consent deed and taking up the formal registered agreement to escape from payment of rent. So that he has filed this untenable large pages of plaint, without any fact or causes of action. The only matter that he has to pay the arrears of rent to the respondents, if he paid rent there is no dispute for 10 years. The other averments in this suit are false, untenable one. The petitioner is not disclosed any cause of action to the case and suppressed many facts. So this suit is to be rejected at once under order 7 Rule 11 of C.P.C without a cause of action para the suit to be rejected. This suit is not tenable in this court, it is only to cheat the respondents for delaying the payment of arrears of lease (rent) amount this petition to be rejected. Therefore, the respondent humbly prays that this court may be pleased to dismiss the petition with cost .

4] Neither party has produced any oral or documentary evidence.

5] The point for consideration is whether this petition is to be allowed or not?

6] On hearing both side arguments and upon perusing of the records, the petitioner has come forward with the present application to grant ad-interim injunction restraining the respondents and their henchmen, agent or servants or any one claiming through them jointly and severally from interfering with the peaceful possession and enjoyment of the suit schedule property by erecting and running the crusher units therein as long as the irrevocable lease agreement dated 03.03.2023 is in force.

7] The petitioner has stated that he is only managing the partnership and know the fact of the case. The first petitioner stated that he is carrying out business in minding under the name of style of M/S SRG Stone a registered partnership firm. Petitioner state that they have participated in a tender floated by the geology and mining department and they were declared as successful tenderer and have been allotted 2.00.0 Hectare land in Shoolagiri Vattam, Athimugam Village, Survey No.303 (Part 2) for the purpose of Rough Stone Quarry on payment of Rs.1,56,00,000/-

8] Petitioner stated that they were looking for suitable land for setting up a crusher operations unit. At this juncture the respondents being a land owner of the neighbouring lands and lacked the means and experience for their quarrying they had offered their land morefully described in the suit schedule property to the petitioners and lease out the same on mutual consent and had entered into an irrevocable registered lease agreement dated 03.03.2023 specifically for the purpose of setting up a crusher unit and manufacture blue metal, M.Sand and crushed rock fines etc., since the

respondents lacked the means to set up the crusher unit and operations as per the terms and conditions set out therein in respect of land measuring to and extent of 9.14.5 acres in Athimugam village vide document No.1446/2023 on the file of SRO Shoolagiri.

9] For establishing crusher unit the petitioners have spent substantial amount as stated hereunder for getting consent to establish crusher unit in the land for setting up crusher unit and NOC, name transfer for manufacturing of blue metal, M.Sand and crushed rock fines etc., and also other statutory licenses along with developing the land for crushing operations. Further state that as per the terms of the registered lease agreement the petitioners have duly paid a sum of Rs.5,00,000/- as advance and it was accepted by the respondents and the petitioners have to pay a monthly rent of Rs.1,00,000/- which alone is binding between the parties. The rent is payable from the date of commencement of crusher operations for the leased property for manufacturing of blue metal, M.Sand and crushed rock fines etc.

10] The petitioners have formed mud road to facilitate heavy duty vehicle movement for the quarry site from the leased land leading to the main road for about 4 km. Thereafter the government laid tar road. The petitioners in order to setup a crusher unit had to clean and clear the leasehold premises and level up the ground to facilitate huge heavy vehicles movements for ingress and egress and to set up

machinery for the crusher industry unit which has caused huge expenditure which arises based on the irrevocable lease agreement dated 03.03.2023.

11] The petitioners had purchased the machineries to the tune of Rs.10,20,25,000/- by obtaining loan from the Canara bank, and at this point of time of respondents with the intention to deprive the right of the petitioners, indulged in fraudulent acts started to trouble from January 2024 onwards by disturbing the petitioners from setting up the crusher unit. Even day by day it is causing huge financial loss to the petitioners. The detailed expenses are given as follows: 1. Mud road laid between quarry and leased land and road laid between leased land and main road for the movement of heavy vehicles (total road length is 4 km) - Rs.1,77,15,000/-, 2. Name transfer for crusher site - 3 Rs.5,00,000/-, 3. Pollution Certificate land cleaning and levelling (within the leased land)- Rs.25,00,000/-, 4. Compensation paid to nearby land owners for one year- Rs.66,00,000/-, 5. Machineries purchased - Rs.10,20,25,000/- Total expenses - Rs.13,03,40,000/- Production of Aggregate cost per metric ton: 1. Boulders (Raw Material)- Rs.150, 2. EB charge- Rs.20, 3. Crushing Charge- Rs.80, 4. Pollution land- Rs.10, 5. worker Charge- Rs.20, 6. Loading Charge- Rs.10, 7. Other charges- Rs.10 Total amount- Rs.300/-. Production of M.Sand and P.Sand cost per metric ton: 1. Boulders (Raw Material)- Rs.150, 2. EB Charge- Rs.30, 3. Crushing Charge- Rs.160, 4. Pollution land- Rs.10, 5. Worker Charge- Rs.20, 6. Loading Charge- Rs.10, 7. Other charges- Rs.20 Total amount- Rs.400/- .

12] Though the petitioner are ready to pay the agreed amount of Rs.1,00,000/- per month even before the commencement of crusher operation in the court without prejudice to their right to get back the same subject to the result of this suit to show their bonafide. However the respondents demanding Rs.3,30,000/- per month. Even as per the invalid notarised agreement relied by the plaintiff also in para 6 clearly state that the petitioners are eligible to collect rent from commencement of work by setting up crusher business. Petitioner respectfully state that in view of the rough stones could not be crushed in the leasehold premises the petitioners sold the rough stone for value of Rs.230 per ton whereas the manufacturing finished goods were sold between Rs.450 to 800 which caused loss to them.

13] On the other hand, the respondents argued that, the respondents are the landlords of the suit properties and the petitioners are only a lessee under the agricultural land of suit properties. The case is only attracting civil in nature, not connected with any commercial transaction between them. So the dispute between landlord and lessee is a civil transaction, already a civil suit for recovery of arrears of lease amount is pending in O.S.No.555/2024 in civil court/Additional District Judge of Hosur. The respondents further stated that the petitioner is in possession of leasehold land for doing granite/crusher works. The respondent has no connection to the business. The petitioner has to discharge the balance/arrears of lease amount to the lessor, otherwise he will become a willful defaulter of lease amount the

lessee/petitioner have no right to file this unwarranted, fraudulent suit in this court and prayed to dismiss the petition.

14] It is further stated that without paying the agreed rent cum lease amount to the owner of the land the petitioner (lessee) cannot pray for unnecessary injunction relief as well as for damages. In fact, for the alleged damages for loss of business of the petitioner, he cannot claim it against the landlord/lessor of the land in suit. In fact, the suit land and the granite rocks were purchased by the 1st respondent by 3 sale deeds dated 16.11.2018 wide Documents No.5453/2018, 25.03.2019, Doc.No.1471/2019 and 17.08.2023 in Doc.No.1065/2023, patta got by respondents and enjoying the suit land. While so, the petitioner herein had approached the respondents and taken the lands for lease for doing granite work, for lease amount of Rs.3,35,000/- per month. For 10 years terms, and to pay the rent on or before 10th day of every month. For that on 21.04.2023, they entered into an unregistered mutual understanding between the petitioners and respondents. So the petitioner is a lessee for 10 years period and as agreed this rent is fixed as per Rs.3,35,000/- per month. But prior to that on 03.03.2023. For official purposes and to escape from income tax purposes, insisted the respondents and executed a agreement of lease by a registered document. It is contented by the petitioner Rs.1,00,000/- is the actual agreement and not as claimed by the defendant any lease and no work was started till 04.09.2024. Due to the adamant attitude of the petitioner not able to start the work.

15] The petitioners without settle the willful defaulted rent amount, to escape from his liability the petitioners have filed this false suit. The alleged damages in this suit to the petitioner is his own defaulted act, the petitioner is a willful defaulter of payment of rent and did not do his granite work in suit land. So this suit is utter false one. The only matter that he has to pay the arrears of rent to the respondents, if he paid rent there is no dispute for 10 years. This suit is not tenable in this court, it is only to cheat the respondents for delaying the payment of arrears of lease (rent) amount this petition to be rejected. Therefore, the respondents prays that this court may be pleased to dismiss the petition with cost. The respondent contented that the petitioner has to pay a sum of Rs.3,35,000/- per month towards rent. But the petitioner has stated that he accepted to pay Rs.1,00,000/- towards rent.

16] The petitioner stated for the month of January to 14th May for the actual quarried rough stone of Rs.1,67,844.89 tons the actual profit loss comes to the petitioners is Rs.2,93,73,015/- at the rate of Rs.175 per ton which should be compensated by the respondents as they violated the irrevocable lease agreement dated 03.03.2023 and prevented the erections of machineries in the lease hold premises. Further the petitioners have paid adjacent farm land owner to the tune of Rs.66,00,000/- for which the interest should be compensated by the respondents for the month March 2025 and April 2025 at the rate of 18% per month which comes around to the tune of Rs.4,32,300/-

17] It is submitted by the petitioners have invested Rs.13,00,00,000/- toward preparation work of the crusher work. The machinery cost Rs.10,20,25,000/- by obtaining loan from Canara Bank. And the period of the quarrying 10 years comes and from 01.03.2023. Every month the petitioner are lossing not only their income and also they have to pay dues to the Government and as well as compensation to the adjacent agricultural firm land owners. And to pay interest to creditors. Above all the machinery worth about Rs.10,20,25,000/- is kept in open place nearby the lease hold premises and their by it cost irrevocable firm and injury to this petitioner and also causing inconvenience to this petitioners and prayed before this court to order for ad-interim injunction restraining the respondents from interfering with the peaceful possession and enjoyment of the suit schedule property.

18] Considering all the averments made by the petitioners herein this court is of the view, since the petitioners have invested a huge amount for their granite business considering the prima facie evidence and the balance of convenience, the petitioners side argued, on the assurance made by defendants they involved a huge amount of money to start their business and also erected machineries to run his business. But the respondents herein prevented their efforts by way of claiming that the plaintiffs/petitioners have to pay a sum of Rs.3,35,000/- per month, as rent. But the contention of the petitioners that the terms that was arrayed between them is to pay a sum of Rs.1,00,000/- per month. But not the amount that was claimed by the Defendants/Respondents. For that reason the respondents prevented the petitioners

from erecting the machinery for which a huge amount was involved by these petitioners and causing huddles to these petitioners. Hence this court comes to the conclusion that there is a prima facie evidence found in the case of the petitioners, and balance of convenience is also lies with the petitioners and if this court not considered the prayer of the petitioners, they will be put into irreparable loss and hardship. Hence this petition is allowed by prayed by them with the condition that this petition is allowed by directing the petitioners to pay a sum of Rs.1,00,000/- to the respondents every month till the disposal of the suit.

In the result, this petition is allowed by directing the petitioners to pay a sum of Rs.1,00,000/- to the respondent every month till the disposal of the suit. Till such time, the petitioners are permitted to continue their work, and the respondents are directed not to interfere with the petitioners work.

This Order is dictated to the Stenographer, directly typed by him in computer, corrected and pronounced by me in the open Court on this, the 09th day of October, 2025.

Principal District Court,
Krishnagiri.