

**IN THE COURT OF THE I ADDITIONAL DISTRICT MUNSIF,  
NAGERCOIL.**

**Present: Tmt. M.Alima, B.A., L.L.M.,**  
I Additional District Munsif, Nagercoil.

Wednesday, on the 14<sup>th</sup> day of August, 2024.

**I.A. No. 4 of 2022 in O.S. No. 30 of 2022**

G.Swaminathan

...Petitioner/Plaintiff

-vs-

1.Mrs.R.Kandhimathi

2.Mr.M.Arumugham

3.Mrs.Karpakam

4.Mrs.A.Meena Lakshmi

5.Mr.B.Ganesh

... Respondents/Defendants

This petition came before this court on 13.08.2024 for a final hearing in the presence of Mr.N.Nallasivan Pillai, Advocate for the Petitioner/Plaintiff, Mr.M.S.Moorthy, Advocate for the 1<sup>st</sup> to 5<sup>th</sup> Respondents/Defendants and respondents side enquiry heard, petitioner not present for enquiry hence petitioner side enquiry closed on 13.08.2024 and perusing of the case records. Having stood over for consideration till this day, this court hereby delivers the following:

**ORDER**

The petitioner had filed the above petition under Order 39 Rule 1 and 2 and Section 151 of Code of Civil Procedure 1908 as amended Act 104 of 1976 and act 22 of 2002 seeking an order to grant ad- interim injunction restraining the

Respondents/Defendants their hence men, agent or anybody claiming under them not to alter or demolish or disturb the peaceful possession and enjoyment of the petition schedule property till the disposal of the suit and thus render justice.

**1) Gist of Averments in the Petitioner/Plaintiff's Petition :**

The Petitioner/ Plaintiff had stated that the petitioner/plaintiff filed a suit for specific performance of contract directing the defendants 1 to 3 directing to execute the sale deed in favour of the petitioner, declaring the Sale Deed executed by defendants 1 to 3 in favour of 4<sup>th</sup> defendant through Edalakudy Sub Registry as null and void and also for permanent injunction restraining the respondent not to alter or demolish or disturb the peaceful possession and enjoyment over the petition schedule property. The petitioner is the absolute owner of the undivided  $\frac{1}{2}$  cents of land that is equivalent to 20.24 square meter out of  $1\frac{1}{4}$  cents of land in Resurvey number 430/15 of Eraviputhoor village in Agasteeswaram Taluk in Kanyakumari District. The sale deed was jointly executed by Mrs.Chithra the daughter of the Meenakshi Sundaram Pillai and Mr.Hariharan the son of late. Meenakshi Sundaram Pillai on 27.10.2010 vide document number 4408 of Sub Registrar's office Edalakudy in favour of petitioner. From the date of sale deed the petitioner is the absolute owner and is in possession and enjoyment of  $\frac{1}{2}$  cents of land and the building there in bearing door number 4/28 of Eraviputhoor village panchayat. That one Meenakshi Sundaram Pillai Son of Subbiah Pillai was the patta holder of  $1\frac{1}{4}$  cents of land equalent to 0.00.5 ares of land and an old dilapidated and debrished mud house bearing door number 4/28 of Eraviputhoor Village Panchayat in Re.Sy.No.430/15 Eraviputhoor village which is on

the west of petitioner's house. After the demise of Meenakshi Sundaram Pillai on 09.06.1995 his wife Meenakshi and all the sons and the daughters left Eraviputhoor village and settled in different places. Later on 08.12.2009 Meenakshi the wife of the Late. Meenakshi Sundaram Pillai also expired at Sattur. So all the legal heirs of Late.Meenakshi Sundaram Pillai including the respondents 1 and 2 and the husband of 3<sup>rd</sup> respondent had handed over the possession of 1  $\frac{1}{4}$  cents of land with this petitioner and the petitioner is in enjoyment and possession of land of 1  $\frac{1}{4}$  cents of land for the last 15 years. Since the old dilapidated and debrished mud house bearing door No.4/28 was handed over by the legal heirs of late Meenakshi Sundaram Pillai this petitioner used and enjoys the land for rearing Cattles. That Meenakshi Sundaram Pillai is having 3 sons and two daughters by name Kandhimathi, Murugesan, Arumugham, Chithra and Hariharan. While so the daughter by name Mrs.Chithra and son by name Hariharan had jointly executed the sale deed in favour of the petitioner of their undivided 2 shares of land after obtaining the sale consideration on 27.10.2010 through S.R.O. Edalakudy vide document number 4408 of  $\frac{1}{2}$  cents of land and dilapidated and debrished building bearing door number 4/28 of Eraviputhoor village Panchayat. So as per the sale deed petitioner is the absolute owner of  $\frac{1}{2}$  cents of land, that is equivalent to 20.24 square meters of land out of 1  $\frac{1}{4}$  cents of land in Re.Sy.No.430/15 Eraviputhoor village bounded with East property of this petitioner, south Mudukku, West Property of one Thanappan and North property of Elangovan. So as per the sale deed the total property of 1  $\frac{1}{4}$  cents of land is within the hands and possession of this petitioner. That after the purchase of the undivided

shares of property from Mrs.Chithra and Hariharan the other legal heirs of Late.Meenakshi Sundaram Pillai that is respondents 1,2 and 3<sup>rd</sup> respondent's husband made their willingness to execute the sale deed with their undivided 3 shares of property with this petitioner. As per their willingness Mr.Ramalingam Pillai, the husband of the 1<sup>st</sup> respondent, came over to Eraviputhoor on 29.11.2010 and sale talk was made with this petitioner for Mrs.Kandhimathi, Murugesan and Arumugham and thereby they agreed to sell and the rest of the undivided shares of property to this petitioner for a total sale consideration of Rs.21,000/-. So out of the total sale consideration of Rs.21,000/- the husband of the 1<sup>st</sup> respondent had received a sum of Rs.10,000/- as advance amount for the rest of 3 shares of land on 29.11.2010 from this petitioner. Further the husband of the 1<sup>st</sup> respondent also agreed that the sale deed will be executed with in six months period from the date advance amount received on 29.11.2010 after receiving the balance sale consideration of Rs.11,000/- by the respondents 1 and 2 and the husband of 3<sup>rd</sup> respondent from the petitioner. Periodically the earlier oral sale agreement was renewed and finally it was renewed on 29.10.2021. This petitioner after made ready with the balance sale consideration of Rs.11,000/- contacted the husband of 1<sup>st</sup> respondent that is Ramalingam Pillai and requested with him to make ready the respondents 1 and 2 and the 3<sup>rd</sup> respondent's husband to come and execute the sale deed in favour of this petitioner as per the oral sale agreement made on 29.11.2010. for that the husband of the 1<sup>st</sup> respondent told with the petitioner that the executing of sale deed to be postponed because the husband of 3<sup>rd</sup> respondent became sick. Further 1<sup>st</sup> respondent's husband also assured

that the sale deed will be executed in favour of this petitioner immediately after Murugesan the husband of 3<sup>rd</sup> respondent completely recovered from the illness. In the mean time the old dilapidated and debrished mud building and also the southern wall of 1 ¼ cents of property in Re.Sy.No.430/15 fell down due to rain, So having believed the words of the 1<sup>st</sup> respondent's husband and also on the strength of ½ cents of land purchased by the petitioner from Mrs.Chithra and Hariharan, the petitioner had improved the property of 1 1/4 cents land constructed fallen down the southern wall of the land in Re.Sy.No.430/15 and also laid flooring and also planting valuable trees enjoying the property and is in possession over the property for the last 15 years without any interruption by anybody. Immediately, came to know that the respondents 1 to 3 are trying to make some sort of encumbrance over the 3 shares of property to strangers by neglecting the advance amount received by the husband of 1<sup>st</sup> respondent for and on behalf of the respondent's 1,2 and 3<sup>rd</sup> respondent's husband Murugesan. Immediately the petitioner contacted the husband of 1<sup>st</sup> respondent through his mobile phone on 20.01.2022 and requested to execute the sale deed as per the advance made on 29.11.2010 after receiving the balance sale consideration of Rs.11,000/-. For that the respondent's husband made as evasive reply and refused the execute the sale deed in favour of the petitioner on 20.01.2022. The petitioner is always ready and willing to get sale deed in favour of him after receiving the balance sale consideration of Rs.11,000/- by the respondents 1 to 3 as per the oral sale agreement made on 29.11.2010 and finally renumbered on 29.10.2021. Now the petitioner came to know that on 24.01.2022 a sale deed was executed by the

respondents 1 to 3 in favour of the 4<sup>th</sup> respondent by hiding the earlier oral sale agreement and also receipt of advance amount of Rs.10,000/- on 29.11.2010, without measuring and demarcating the property of  $\frac{3}{4}$  cents of land in Re.Sy.No.430/15 of Eraviputhoor village. The entire property in Re.Sy.No.430/15 of Late.Meenakshi Sundaram Pillai is in possession and enjoyment of this petitioner for the last more than 15 years. Further the sale deed executed by respondents 1 to 3 is not a genuine one and they have no right to execute the sale deed in favour of the 4<sup>th</sup> respondent because already one sale agreement was made with the petitioner and an advance amount Rs.10,000/- was received from the petitioner. This petitioner is ready to deposit the balance sale consideration before this court. Further the 3<sup>rd</sup> respondent had signed the sale deed as curator on behalf of her mentally retarded person. No valid certificate or court permission was also obtained by the 3<sup>rd</sup> respondent from the court having jurisdiction to dispose of the property on behalf of the 3<sup>rd</sup> respondent's husband by name Murugesan who is mentally sick. So without the valid and legal permission from the court the 3<sup>rd</sup> respondent has no right to dispose of the property of her husband Murugesan to anybody. This petitioner sent a suit notice on 25.01.2022 requesting to execute the sale deed in favour of this petitioner with regard to their undivided 3 shares of property in favour of the petitioner to their addresses. But on perusing the sale deed number 337/2022 dated 24.01.2022 this petitioner came to know that the respondent 1 to 3 made new addresses in the sale deed. So another suit notices were sent by this petitioner on 28.01.2022. The copy of suit notices and the postal receipts are also produced along with this plaint. The suit notice sent for

Kandhimathi to the Aralvaimozhi address was returned as Door locked intimation given. The returned unserved notice in also produced along with this petition. The petitioner had remitted the house Tax in the name of Meenakshi Sundaram Pillai on 07.10.2010 and the Revenue tax on 11.10.2010. Then after the purchase of the undivided two shares of  $\frac{1}{2}$  cents from Mrs. Chithra and Mr.Hariharan this petitioner paid house tax for the old debrished building bearing number 4/28 in the name of Late.Meenakshi Sundaram Pillai. The original house tax receipt and revenue tax receipts are also produced along with this plaint. Further the original patta issued by the Tahsildar, Agasteeswaram Taluk is also produced along with this plaint. Now after obtaining the bogus and invalid sale deed made on 24.01.2022 the 4<sup>th</sup> respondent along with the 5<sup>th</sup> respondent who is none other than the husband of 4<sup>th</sup> respondent try disposes the petitioner from the petition schedule property on 25.01.2022 with the help of some goondas. That was thwarted by the timely intervention of this petitioner. The respondents 4 and 5 are having men power, muscle power and money power. By using the muscle power the 5<sup>th</sup> respondent intercepted this petitioner try to assault the petitioner on 25.01.2022 at about 7.30 AM near the Eraviputhoor Pond while this petitioner is during his daily walk. So a police complaint was also lodged with the Anjugramam Police Station. The copy of police complaint and receipt are also produced along with this plaint. Since the 4<sup>th</sup> and 5<sup>th</sup> respondent are highly influential persons having muscle power and money power they may go to any extend to disposes the petitioner from the petition schedule property at any time. So it is highly essential to file a suit for specific performance of contract and also for permanent

injunction restraining the defendants not to disturb the peaceful possession and enjoyment of the property as per the sale deed number 4408/2010 dated 27.10.2010 and also as per the oral sale agreement made on 29.11.2010 as owner of property before the Temple of justice. The act of the respondent's are highly illegal and may be restrained by an order on injunction. Further this petitioner apprehends that the respondents are trying to disposes the petitioner by the help of goondas and with the strength of bogus sale deed. So an order of ad -interim injunction may be granted by this court restraining the respondents their hench men, or agent or anybody under them not to disturb the peaceful possession and enjoyment over the petition schedule property till the disposal of the suit. If Ad interim injunction is not granted by this court irreparable loss and injury will be caused to this petitioner which cannot be compensated by no means. The prima facie case and the balance of convenience is in favour of the petitioner. Hence the petitioner prays that to allow this petition.

**2) Gist of Averments in the Respondents/Defendant's Counter :**

The respondents had stated that all the allegations in the affidavit in support of the petition are denied as not correct and devoid of truth. The petition is not maintainable under law and facts. The petitioner/plaintiff filed a suit for specific performance of contract, permanent injunction and declaration against the defendants. The property schedule in the plaint is undivided 3 shares and measuring  $\frac{3}{4}$  cents 30.36 sq.metre out of  $1\frac{1}{4}$  cents. The suit filed by the plaintiff is frivolous and vexatious one and the plaintiff has no cause of action to file this suit. The suit is nothing but abuse the process of the court and the plaintiff approached the court in a

fraudulent manner without clean hands. The suit is barred by law and liable to be rejected. The suit is barred by law and liable to be rejected. The definite case of the plaintiff and the averments in the plaint is that the plaint schedule property and more area admeasuring 1 ¼ cents belongs to one Meenakshi Sundaram Pillai father of the defendants 1 to 3 also the vendors of the plaintiff. The said Meenakshi Sundaram Pillai died intestate leaving behind the defendants 1 to 3 and vendors of the plaintiff. As such the above 5 legal heirs inherited the property and the plaintiff purchased 2/5 share out of 5 shares from his vendors Chitra and Hariharan and entered into the oral agreement on 29.11.2019 for the 3/5 shares from the defendants 1 to 3. Further alleged that the defendants 1 to 3 agreed to sell their 3/5 share to the plaintiff and they negotiated the agreement for sale through the 1<sup>st</sup> defendant husband Ramalingam, on 29.11.2010 at the tune of Rs.21,000/- and the 1<sup>st</sup> defendant husband received Rs.10000/- as advance on the same day. The plaintiff approach them to execute the sale deed by accepting the balance sale consideration of Rs.11,000/- but they failed to execute the sale deed for the past 12 years and instead of that they sold their 3/5 share to the 4<sup>th</sup> defendant. The plaintiff sent the notice to the defendants and filed this suit. Further the plaintiff alleged that he is in possession of the plaint schedule property for past 15 years and seeking relief of not to disturb his peaceful possession and enjoyment of plaint schedule property. All the allegations stated in the plaint are denied by them and there was no oral or written agreement with them and not received any amount. Possession was not handed over to the plaintiff at any point of time. The plaintiff seeking relief of Specific performance of contract on the basis of

oral agreement on 29.11.2010 and also seeking declaration that sale deed No. 237/2022 dated 24.01.2022 respect of the plaint schedule property as null and void and not binding the plaintiff. The plaint is liable to be rejected on the pleadings of the plaintiff and also list of documents submitted by the plaintiff for the following reason.

(A) The plaintiff seeking relief relying on oral sale agreement dated 29.11.2010 which is not followed by any document and the same is barred by limitation which apparently proved by the plaintiff averments itself. (B) The plaintiff himself admitted that he purchased undivided  $\frac{2}{5}$  share and the 4<sup>th</sup> defendant purchased undivided  $\frac{3}{5}$  shares of Meenakshi Sundaram Property and measuring  $1\frac{1}{4}$  cents. The remedy available for the plaintiff is to file a suit for partition and separate possession. Hence this suit is hit under Order 2 Rule 2 of CPC. (C) The plaintiff himself admitted that he purchased undivided  $\frac{2}{5}$  shares and also entered into an the oral agreement is in respect of  $\frac{3}{5}$  shares which was sold to the 4<sup>th</sup> defendant. But the entire 1.25 cents was not included in plaint but only  $\frac{3}{4}$  cents as scheduled in the plaint. Hence without effecting partition and demarcation of boundaries by metes and bounds, the undivided property cannot be split up and relief cannot be granted so on that score itself this suit is liable to be rejected. (D) The plaintiff has no cause of action to file this suit. The alleged cause of action stated by the plaintiff is illusory. (E) The alleged declaratory relief in respect of sale deed in favour of 4<sup>th</sup> defendant is valued at Rs.80,000/- but the C relief is not properly valued and no proper court fee is paid. Since the plaintiff is evaded to pay the court fee the suit is liable to be rejected. (F) The  $\frac{3}{5}$  share of the defendants 1 to 3 consists of land with building but the plaintiff cunningly omitted to

including the house building in the plaint for getting unlawful gain. (G) The plaintiff seeking relief of Specific Performance of oral agreement Contract but at no point of time the possession over the 3/5 shares or the plaint schedule handed over to the plaintiff. The alleged fraudulent agreement was not followed by any possession. (H) The plaint averments itself reveals that the plaintiff purchased 2/5 shares and 4<sup>th</sup> defendant purchased 3/5 shares as such the plaintiff and 4<sup>th</sup> defendant are the co owners hence injunction cannot be granted against the co owner. (I) The suit is liable to be rejected in the initial stage itself for the above said reasons. It is a duty of the court to verify as to whether the suit has been filed within the time of limitation. (J) The suit is hit under Order 7 Rule 11 of CPC. (K) The suit has been filed beyond much period of limitation hence the suit liable to be rejected. (L) The plaintiff alleged that he entered into the oral agreement through the 1<sup>st</sup> defendant husband Ramalingam Pillai and paid advance to him but the said Ramalingam Pillai is not made as a party. Hence the suit is hit by non joinder of necessary and proper parties. (M) The suit as framed by the plaintiff, the alleged cause of action, relief sought for and court fee paid by the under Order 11 Rule 1,2,3 & 4 of CPC also. (N)As per amendment Registration Act the agreement of sale shall be registered. Hence this oral agreement is hit by section 17 of Registration Act. - Injunction cannot be granted against the true owners of the property. A person having no possession cannot seek for injunction to restrain the another. The plaintiff approached the court in a fraudulent manner without clean hands. The plaintiff has no prima facie case and balance of convenience is also not in his favour, irreparable loss and injury would be caused to the defendants

if the order of injunction is granted. This petition is lacking as bonafides. In any view of the matter this petition is unsustainable and liable to be dismissed with costs. Hence the respondent prays that to dismiss the petition.

**3) The point for consideration is whether the above petition has to be allowed or not?**

**4) Point:**

Heard and perused the suit records.

5) The petitioners filed the original suit seeking (1) Specific Performance of contract directing the defendant's 1 to 3 to execute the sale deed in favour of the plaintiff after obtaining the balance sale consideration of Rs.11,000/- as per the oral sale agreement dated 29.11.2010 and also the find renewed of the oral sale agreement made on 29.10.2021 (2) permanent injunction restraining the defendants 1 to 5 their henchmen or agents not to alter or demolish, or disturb the peaceful possession and enjoyment over the plaint schedule property, (c) Declaration that the sale deed number 337/2022 of Edalakudy Sub-Registry dated 24.01.2022 executed by defendants 1 to 3 in favour of 4<sup>th</sup> defendant is null and void and does not bind the plaintiff and costs of the suit.

6) It is an admitted fact that, the plaint schedule property originally belonged to one Meenakshi Sundaram Pillai S/o Subbiah Pillai of Eraviputhoor, and he was in possession and enjoyment of the plaint schedule property. The patta stand in his name. The said Meenakshi Sundaram Pillai and his wife Meenakshi died intestate, leaving behind their 3 sons, namely Hariharan, Arumugan and Murugesan, and 2

daughters, namely Chitra and Kandhimathi, as their legal heirs. On 27.10.2010, the plaintiff had purchased undivided 2/5th share over the plaint schedule from 2 of the legal heirs of deceased Meenakshi Sundaram Pillai, namely Chitra and Hariharan, by virtue of Registered Sale deed No.4408/2010 dated 27.10.2010. On 24.01.2022 4<sup>th</sup> Defendant had purchased rest of the undivided 3/5<sup>th</sup> share from the other 3 legal heirs namely Kandhimathi, Arumugam and Murugesan by virtue of the sale deed No. 337/2022 dated 24.01.2022 before the Edalaky Sub Registrar's Office.

7) The main contention of the petitioner is that the other legal heirs of Late. Meenakshi Sundaram Pillai that is respondents 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> respondent's husband made their willingness to execute the sale deed with their undivided 3 shares of property with this petitioner. The husband of the 1<sup>st</sup> respondent, came over to Eraviputhoor on 29.11.2010 and sale talk was made with this petitioner for Mrs.Kandhimathi, Murugesan and Arumugham and thereby they agreed to sell and the rest of the undivided shares of property to this petitioner for a total sale consideration of Rs.21,000/-. The husband of the 1<sup>st</sup> respondent had received a sum of Rs.10,000/- as advance amount for the rest of 3 shares of land on 29.11.2010 from this petitioner. Periodically the earlier oral sale agreement was renewed and finally it was renewed on 29.10.2021. The petitioner has been ready and willing to perform their part of oral contract and whether they are still ready and willing to perform his part as mentioned in the oral contract. The petitioner came to know that on 24.01.2022 a sale deed was executed by the respondents 1 to 3 in favour of the 4<sup>th</sup>

respondent by hiding the earlier oral sale agreement and also receipt of advance amount of Rs.10,000/- on 29.11.2010, without measuring and demarcating the property of  $\frac{3}{4}$  cents of land in Re.Sy.No.430/15 of Eraviputhoor village. The entire property in Re.Sy.No.430/15 of Late.Meenakshi Sundaram Pillai is in possession and enjoyment of this petitioner for the last more than 15 years. Further the sale deed executed by respondents 1 to 3 is not a genuine one and they have no right to execute the sale deed in favour of the 4<sup>th</sup> respondent because already one sale agreement was made with the petitioner and an advance amount Rs.10,000/- was received from the petitioner. This petitioner is ready to deposit the balance sale consideration before this court. The copy of police complaint and receipt are also produced along with this plaint. Since the 4<sup>th</sup> and 5<sup>th</sup> respondent are highly influential persons having muscle power and money power they may go to any extent to dispose the petitioner from the petition schedule property at any time. Hence, this petition is to be allowed.

8) The main contention of respondents is that the plaintiff is seeking relief of Specific performance of contract on the basis of oral agreement on 29.11.2010 and also seeking declaration that sale deed No. 237/2022 dated 24.01.2022 respect of the plaint schedule property as null and void and not binding the plaintiff. The plaint is liable to be rejected on the pleadings of the plaint and also list of documents submitted by the plaintiff for the following reason. The suit is barred by limitation. The remedy available for the plaintiff is to file a suit for partition and separate possession. This suit is hit under Order 2 Rule 2 of CPC. Without effecting partition and demarcation of boundaries by metes and bounds, the undivided property cannot

be split up and relief cannot be granted. The plaintiff has no cause of action to file this suit. The alleged cause of action stated by the plaintiff is illusory. The C relief is not properly valued and no proper court fee is paid. The plaintiff cunningly omitted to including the house building in the plaint for getting unlawful gain. The plaintiff is in lawful possession over the plaint schedule property. The 4<sup>th</sup> defendant is a co-owner; hence, an injunction cannot be granted against the co owner. The suit is hit by the non-joinder of necessary and proper parties. i.e., 1<sup>st</sup> defendant's husband Ramalingam Pillai. Oral agreement dated 29.11.2010 is hit by Section 17 of the Registration Act. Hence, the petition is to be dismissed.

9) After the completion of the trial, only this court will decide,

1. Whether the other legal heirs of Late. Meenaskshi sundaram and husband of Kandhimathi, made their willingness to execute the sale deed with their undivided 3 shares of property with this petitioner?
2. Whether the husband of the 1<sup>st</sup> respondent, came over to Eraviputhoor on 29.11.2010 and sale talk was made with this petitioner for Mrs. Kandhimathi, Murugesan, and Arumugham, and thereby they agreed to sell and the rest of the undivided shares of property to this petitioner for a total sale consideration of Rs.21,000/-?
3. Whether the husband of the 1<sup>st</sup> respondent had received a sum of Rs.10,000/- as an advance amount for the rest of 3 shares of land on 29.11.2010 from this petitioner?
4. Periodically, the earlier oral sale agreement was renewed, and finally it was renewed on 29.10.2021?
5. Whether the petitioner has been ready and willing to perform their part of the oral contract, and whether they are still ready and willing to perform his part as

mentioned in the oral contract?

6. Whether the suit is barred by limitation?
7. Whether the remedy available for the plaintiff is to file a suit for partition and separate possession. This suit is hit under Order 2 Rule 2 of CPC?
8. Whether, without effecting partition and demarcation of boundaries by metes and bounds, the undivided property cannot be split up and relief cannot be granted?
9. Whether the plaintiff has no cause of action to file this suit. The alleged cause of action stated by the plaintiff is illusory.?
10. Whether the C relief is not properly valued and no proper court fee is paid?
11. Whether the plaintiff cunningly omitted to including the house building in the plaint for getting unlawful gain?
12. Whether the plaintiff is in lawful possession over the plaint schedule property?
13. Whether the 4<sup>th</sup> defendant is a co-owner, an injunction cannot be granted against the co owner?
14. Whether the suit is hit by the non-joinder of necessary and proper parties. i.e., 1st defendant husband Ramalingam Pillai ?
15. Whether oral agreement dated 29.11.2010 is hit by Section 17 of the Registration Act. ?

10) The suit is in its preliminary stages. The petitioners and respondents always have the option of proving their case at the time of evidence.

11) Granting the relief sought in the petition to the petitioner at this early stage, when no decision has been made as to the above mentioned issues, would cause great hardship and loss to the respondent. The petitioner/plaintiff failed to prove his prima facie case.

12) In light of the above discussions and findings, this Court is of the considered view that the Petitioner has failed to establish that it has a prima facie

case, the balance of convenience is in favour of the Petitioner, or that irreparable loss and hardship would be caused to the Petitioner. Hence, this Court is inclined to dismiss this petition is dismissed without cost. this petition.

**13) As a result,** this petition is dismissed without cost.

Dictated to the Steno-Typist, and typed by her directly in the Computer, corrected and pronounced by me, in open court this, the 14<sup>th</sup> day of August, 2024.

I Additional District Munsif,  
Nagercoil.

Petitioner side witnesses and documents : Nil.

Respondents side witnesses and documents : Nil.

I Additional District Munsif,  
Nagercoil.

I ADM Court, Nagercoil.  
Draft/Fair Order in  
I.A.No. 4/2022 in  
O.S.No.30/2022  
Date: 14.08.2024