

IN THE COURT OF DISTRICT MUNSIF, SRIPERUMBUDUR
PRESENT: TR. P. JAGADEESWARAN BA.,BL.,
DISTRICT MUNSIF, SRIPERUMBUDUR

On Thursday, the 09th day of April 2026.

O.S.No. 200 of 2017

R.M.Subramaniam ...Plaintiff

//Versus//

K.Krishnakumar ... Defendant

This suit has come up on 03.03.2026 for final hearing before me in the presence of M/s.V.Anthony Elangovan Raj, Learned Counsel for the Plaintiffs and M/s.D.Sathyaraj, Learned Counsel for the defendant and upon hearing the arguments of both sides and upon perusing the connected material records and having stood over till this day for consideration, this court delivers the following:

JUDGMENT

1. This suit is filed seeking for permanent injunction restraining the defendant and his men, agents, servants or anybody claiming through the defendant from interfering with the Plaintiff's peaceful possession and enjoyment of the suit property and for costs.

2. **CONCISE STATEMENT OF THE PLAINTIFF AS PER THE PLAINT:**

3. The plaintiff states that his vendor purchased the suit property on 20.09.2002 and subsequently, patta was transferred in the plaintiff's name,

placing him in possession. He entered into a registered agreement of sale dated 14.03.2008, paying an advance of Rs.3,00,000/-. After paying the balance amount, the vendor, K.B. Vasudevan, handed over possession, issued a receipt, and executed a registered General Power of Attorney on 01.12.2008. The plaintiff fenced the property and secured it, while the vendor assured delivery of original documents at the time of sale deed execution. The plaintiff claims full title and possession, asserting that the GPA is coupled with interest. Despite efforts, he could not sell the property but maintains uninterrupted possession. On 26.07.2017, the defendant attempted trespass, which was resisted, and police advised civil remedy. The defendant has no right or title but interfered unlawfully. Hence, the plaintiff seeks protection of possession through permanent and interim injunction.

4. CONCISE STATEMENT OF THE DEFENDANT AS PER THE WRITTEN STATEMENT:

The defendant denies all allegations. It is contended that the suit property was already sold on 12.07.2006 through a registered sale deed under proceedings initiated by The Hongkong and Shanghai Banking Corporation Limited under the SARFAESI Act, 2002. The bank had taken possession due to default by K.B. Vasudevan and sold the property through public auction, wherein the defendant became the successful purchaser. Possession of the property was delivered to the defendant on the same day, and since then the defendant has been in continuous possession and enjoyment. The defendant asserts that the

sale agreement dated 14.03.2008 in favour of the plaintiff is void ab initio as the vendor had no title after 2006. The allegations of trespass on 26.07.2017 are denied as false and fabricated. It is further stated that the plaintiff had earlier filed a suit which was dismissed. The jurisdiction of the civil court is also barred under Section 34 of the SARFAESI Act. Hence, the defendant prays for dismissal of the suit with exemplary costs.

5. ISSUES :

- 1. Whether the Plaintiff is in legal possession out of the suit property as on the date of filing of the suit?*
- 2. Whether the Plaintiff is entitled for the relief of permanent injunction as prayed for?*
- 3. To What other relief the Plaintiff is entitled?*

6. DISCUSSION AND FINDINGS :

Heard the Both sides argument and perused and considered the materials on record in proper perspective.

7. Case of the Plaintiff – The Plaintiff examined himself as PW1 and deposed that plaintiff's vendor Mr.K.B.Vasudevan is the absolute owner of the suit schedule property and patta also existing in the name of Plaintiff vendor therefore plaintiff entered sale agreement with Mr.K.B.Vasudevan for a sum of rupees 3 lakhs as advance paid and sale agreement was registered in vide Doc.No.1342/2008 at SRO Padappai infurtherance to that sale agreement plaintiff was put possession in the suit schedule property and balanced sale

amount of Rs.3,00,000/- (three lakhs only) was settled by the plaintiff therefore K.B.Vasudevan executed a general power of attorney dated 01.12.2008 in vide document no. 1283/2008 in Book IV at SRO padappai. While being so, on 26.07.2017 defendant attempted to trespass into the suit property claiming that he is the owner of the suit schedule property therefore he filed this suit against the defendant for Permanent injunction restraining the defendants and his men, agents, servants or anybody claiming through the defendant from interfering with the Plaintiff's peaceful possession and enjoyment of the suit property and for costs. Hence this suit.

8. Case of the defendants : The defendant examined himself as DW1 and deposed that he is the absolute owner of the suit schedule property he purchased the property through auction sale conducted by HSBC Bank on 12.07.2006 in vide doc.no. 4244/2006 SRO padappai the above said auction sale was conducted as per the procedures and power empowered under The Securitisation And Reconstruction Of Financial Assets And Enforcement Of Security Interest Act, 2002. Further the defendants claims that the plaintiff ought to have approached any grievances for the sale obtained by the defendant only through debt recovery tribunal and not before this court by virtue of section 34 of the Securitisation And Reconstruction Of Financial Assets And Enforcement Of Security Interest Act, 2002. In addition to that defendant deposed that the plaintiff entered into sale agreement only in the year of 2008 but prior to that sale agreement defendant obtained the sale deed in the year 2006 itself therefore plaintiff has not appeared

before this court with clean hands. Hence this suit is liable to be dismissed.

9. To prove the facts plaintiff himself examined as PW1 Ex.A1 to A5 were marked additionally PW2, PW3 were examined they are 3rd party to the suit they witness the trespass attempt into suit schedule of property on 26.07.2017. Ex.A1 is the sale agreement executed by K.B.Vasudevan infavour of plaintiff Ex.A2 is the Sale receipt for the balance amount of sale. Ex.A3 is the General power of attorney executed by the K.B.Vasudevan. Ex.A4 is the sale deed infavour of K.B.Vasudevan. Ex.A5 is the complaint given by the plaintiff against defendant before the Manimagalam police.

10. On the defendant side defendant himself examined as DW1 Ex.B1 to B3 were marked. Ex.B1 is the sale deed infavour of defendant executed by HSBC bank. Ex.B2 is the patta infavour of defendant. Ex.B3 is the copy of petition and orders passed in I.A.693 of 2008 in O.S.no. 1033/2008.

Answer to Issue No. 1 & 2:

11. Upon perusal of the pleadings and evidence it is very clear that suit schedule property originally belongs to the K.B.Vasudevan based on that title K.B.Vasudevan entered a loan agreement with HBSC bank in the year 2002 by giving suit property as a collateral surety therefore as per The Securitisation And Reconstruction Of Financial Assets And Enforcement Of Security Interest Act, 2002 this suit property was attached for the non repayment of debts by K.B.Vasudevan therefore HSBC bank initiated the proceedings under the

Securitisation And Reconstruction Of Financial Assets And Enforcement Of Security Interest Act, 2002 against K.B.Vasudevan infurtherance to that suit property was auctioned in that auction defendant herein purchased the suit property in doc.no. 4244/2006 at SRO Padappai.

12. The contents of Ex.B1 clearly proves the above said facts how HSBC bank obtained the suit schedule property and on what mode the property was transferred via sale deed to the defendant. On contra to this point plaintiff not even produced any single document or evidence to disprove above said facts. Without disproving the above said facts plaintiff is trying to establish that he is the genuine purchaser from K.B.Vasudevan and he is in peaceful enjoyment of suit schedule property as per Ex. A1 and A3. Now this court thoroughly verified the documents Ex.A1 and A3 comparing with Ex.B1 for dates and events for the reason when sale deed took place and when sale agreement took place. This document apparently proves defendant is the Prior purchaser of suit property than plaintiff. In the year 2006 itself defendant purchased the suit property but plaintiff entered the sale agreement in the year 2008 only. The schedule of property mentioned in Ex.B1 as well as in Ex.A1 are one and the same as mentioned in the plaint suit schedule property. Therefore plaintiff has the burden of proof as per Section 101 of Indian evidence act as follows : ***Burden of proof - Whoever desires any Court to give judgment as to any legal right or liability dependent on the existence of facts which he asserts, must prove that those facts***

exist. When a person is bound to prove the existence of any fact, it is said that the burden of proof lies on that person.

13. As per the above section plaintiff failed to prove he is the genuine purchaser of suit schedule property. As per the term 'CAVEAT EMPTOR' Person who purchasing the property should 'Be aware' of the details about the property. Here Plaintiff failed to Produce the encumbrance certificate for the disputed period from 2002 to 2008. Even though in his pleading he verified the encumbrance certificate but he was unaware about sale deed executed in the year 2006 could not be acceptable it is the duty of the plaintiff on all the basis should prove that how he could not come over the knowledge about sale deed in the year 2006. But plaintiff failed to do so. Therefore, Plaintiff doesn't have absolute title therefore he cannot claim that he is in lawful possession of suit property.

14. In addition to that as per section 34 of the Securitisation And Reconstruction Of Financial Assets and Enforcement of Security Interest act, 2002 - ***Civil Court not to have jurisdiction*** - *No Civil Court shall have jurisdiction to entertain any suit or proceeding in respect of any matter which a Debts Recovery Tribunal or the Appellate Tribunal is empowered by or under this Act to determine and no injunction shall be granted by any Court or other authority in respect of any action taken or to be taken in pursuance of any power conferred by or under this Act or under the Recovery of Debts Due to Banks and Financial Institutions Act, 1993.*

15. As per the above said section when the the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest act, 2002 procedure initiated the civil court does not have jurisdiction in granting the injunction. From the above discussion it is very clearly proves The Securitisation And Reconstruction Of Financial Assets And Enforcement Of Security Interest Act, 2002 procedures are initiated and completed prior to the execution of sale agreement itself, therefore this court does not have any power to grant permanent injunction as prayed by the plaintiff.

16. In addition to that plaintiff failed to add the K.B.Vasudevan as a necessary party to prove his title was genuine. Even though he claims this suit is for bare injunction, When cloud over title is arised then plaintiff should prove his title by adding K.B.Vasudevan as a necessary party or atleast plaintiff should attempt to examine the Vasudevan as witness to prove his pleadings but plaintiff failed to do so. Therefore adverse inference was taken by this court against the Plaintiff for non joinder of necessary party as well as for non examination of Plaintiff vendor. Hence, the answer to Issue No.1 & 2 answer against to the Plaintiff.

17. Answer to Issue No.3

Since the answer to issue no. 1 & 2 are answered against the plaintiff. This court does not find any other relief to the plaintiff.

For the reason discussed above, the Plaintiff failed to prove his lawful possession and as per Section 34 of Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest act, 2002 specific bar to

Civil Court to grant permanent injunction the suit is liable to be dismissed.
Hence, suit is dismissed.

18. RESULT :

In the result this suit is dismissed. No costs.

Dictated to the steno typist, who directly typed the same in her Computer, corrected and pronounced by me in open court, this the 09th day April 2026.

(Sd/-Jagadeeswaran.P)
**DISTRICT MUNSIF,
SRIPERUMBUDUR.**

Plaintiff's side Witness:

PW1 – R.M.Subramaniam

PW2 - R.Sivasankar

PW3 - Balusamy

Plaintiff's side Exhibits:

Ex.A1	14.03.2008	படப்பை, சார்பதிவாளர் அலுவலக ஆவண எண் 1342/2008 ஆனது K.B.வாசுதேவன் என்பவர் எனக்கு எழுதிக் கொடுத்த கிரைய ஒப்பந்தம்	அசல்
Ex.A2		K.B.வாசுதேவன் எனக்கு எழுதிக் கொடுத்த ரொக்க இரசீது	
Ex.A3	01.12.2008	படப்படை, சார்பதிவாளர் அலுவலக ஆவண எண்.1283/2008 (Book No. IV) ஆனது K.B.வாசுதேவன் என்பவர் எனக்கு எழுதிக் கொடுத்த பொது அதிகார பத்திரம்	அசல்

Ex.A4	20.09.2002	படப்பை, சார்பதிவாளர் அலுவலக ஆவண எண் 2108/2002 சந்தானம்மாள் (எ) சந்தானமாதியம்மாள் என்பவர் K.B.வாசுதேவன் என்பவருக்கு எழுதிக் கொடுத்த கிரையப்பத்திரம்	கணினி மூலம் பதிவிறக்கம் செய்யப்பட்ட சான்றிட்ட நகல்
Ex.A5	26.07.2017	நான் மணிமங்கலம் காவல் நிலையத்தில் கொடுத்த புகார்	அசல்

Defendant's Side Witness :

DW1 – Krishna Kumar.

Defendant's Side Exhibits:

Ex.B1	12.07.2006	கிரையப்பத்திரம் ஆவண எண் 42244/2006	அசல்
Ex.B2	08.08.2007	பட்டா, (பட்டா எண் 2234)	அசல்
Ex.B3	20.04.2009	IA.No. 693/2008 in O.S.No. 1033/2008 ன் சம்பந்தப்பட்ட மனு மற்றும் உத்தரவு	சான்றிட்ட நகல்

(Sd/-Jagadeeswaran.P)

**DISTRICT MUNSIF,
SRIPERUMBUDUR.**