IN THE COURT OF DISTRICT MUNSIF ARAKKONAM RANIPET DISTRICT

<u>PRESENT:</u>- Selvi.A.AMEENA.,BBA.,LLB(Hons)

DISTRICT MUNSIF, ARAKKONAM

Thursday the 7th day of October 2025

IA.No.01 of 2024 IN OS.No.81/2024

(CNR - TNRP080000942024)

N. Chokkalingam ---Petitioner/Plaintiff

(vs)

R.Shankar ---Respondent/Defendants

This suit is coming for final hearing before me on 07.10.2025 in the presence of Mr.R. Harinath counsel appearing for Petitioner/plaintiff and Mr.S.Venkatesan appearing for the respondents/defendants . On perusal of entire case records having stood over for consideration till this day, this court has delivered the following:-

<u>ORDER</u>

This petition is filed under order 39 rule 1 and 2 of CPC to grant ad interim injunction restraining the respondent from alienating the schedule property and thererby render justice.

<u>1.Brief Averments of the petition:</u>

1.1. The petition of submits that he is the plaintiff and is well acquainted with the facts of the case. Further submits that on 17.7.2017, the defendant borrowed a sum of rupees 50,000 from the petitioner and mortgaged the property situated at plot No.299/1, 299/2 and 299 Paruthiputhur Village, Nemili Taluk, now Arakonam Taluk, Velu District. Now Ranipet District. The defendant had borrowed 50,000 to pay interest at the rate of rupees 1% per rupees 100 borrowed on the first of every month. For the submits that despite the agreement the defendant has not paid a single penny towards the repayment of the principal amount or the agreed interest. The defendant has thereby cheated the petition of the tune of rupees 50,000 in principle and rupees 42,500 in interest accrued till the date of filing of the suit.

1.2. Further submits that being a familiar face in the village a petition of trusted defendant and advanced the amount in good faith. However, the defendant failed to honor his commitment to repay the loan as promised. The defendant took an additional hand loan of rupees 2,00,000 on several occasions starting from 5.8.2017, just a fortnight after borrowing the initial of rupees 50,000. The defendant promised to pay interest at the rate of rupees 24% per annum on this amount, but subsequently ignored the petitioners calls and requests for prepayment, relying on petitioners trust in the defendants false promises.

1.3. Further submits that the suit is filed to recover the amount due to enforce illegal rights arising out of the mortgage loan transactions between the petitioner and the defendant. The petitioner is afraid that the defendant will alienate the schedule property which will cause serious loss and hardship to repetition which cannot be compensated in any other manner. Therefore, prays to grant ad interim injunction restraining the respondents from alienating the scheduled property and render justice.

2.Brief Averments of the counter:

2.1. The respondents submits that this petition has been filed by the petitioner by suppressing the true and material facts. Further the respondent submits that the respondent admits the averments made in the paragraph three of the affidavit filed in support of this petition to the extent that a sum of rupees 50,000/- was borrowed on 17.7.2017 in respect of the suit scheduled property come out with interest agreed at the rate of 1% per month. Further submits that the real and true fact is that the respondent borrowed a sum of rupees 50,000 from the petitioner on 17.07.2017 at the rate of interest of one person per month and executed a registered mortgage deed in document number 1373 of 2017 on the file of the SRO joint I Arakkonam. The petitioner forcibly obtained and retained the original title deed of the respondent pertaining to the schedule mentioned property as security. In the said mortgage

Property, the respondent continues to be in uninterrupted possession and enjoyment of the scheduled property.

2.2. Further submits that although the mortgage deed stipulates interest at the rate of 1% per month the petitioner has in contravention thereof collected interest at 2% per month. The respondent has paid the interest regularly up to December 2022. However, the petitioner failed and neglected to issue recipes for the said payments. Further submits that in January 2023 he approached the petitioner to pay the interest amount. Moreover, the petitioner refused to accept the same and demanded an exorbitant interest at 5% per month. On multiple occasions, the respondent approached the petitioner to settle the loan but the later either demanded excessive interest or insisted upon execution of a sale did in his favor for the schedule property. Such conduct is illegal and contrary to the terms of the mortgage deed dated 17.07.2017. The respondent is always ready and willing to pay the principal sum of rupees 50,000/- along with interest accrued from January 2023 till date.

2.3. Further submits that the petitioner refused to accept the principle and outstanding interest, the respondent had no other option but to issue a legal notice dated 1.10.2024 calling upon the petitioner to receive the said amounts in discharge of the mortgage amount. The legal notice was duly served to the petitioner, he neither accepted the payment nor issued any reply. Due to the continued refusal of the petitioner the respondent was constrained to file suit in OS No.74 of 2024 before this honorable court seeking redemption of the mortgage deed dated 17.7.2017. The present petition is wholly unnecessary and liable to be dismissed with cost.

3.Points for consideration:

Whether this petition is to be allowed or not?

No oral evidence was examined and no documentary evidence was marked on the side of the petitioner. No oral evidence was examined and Ex.R1 to Ex.R3 was marked on the side of the respondent.

4.Discussion and findings:

4.1. Heard both sides. Perused the records. The case of the petitioner is that the respondent has borrowed Rs.50,000/- from petitioner by mortgaging the suit property and had not paid a single penny towards principal and interest. Further the respondent also borrowed 2,00,000 from the petitioner and failed to repay the same. Thus, filed this petition to retrain the respondents from alienating the suit mortgage property.

Whereas the contentions of the respondent are that they admit that they borrowed 50,000/- for interest at the rate of 1% per annum but petitioner has received amount with interest rate of 2% per annum. When respondent tried to reach petitioner to repay the mortgage amount the petitioner failed to receive the same and legal notice was also issued to petitioner by the respondents to receive the mortgage amount but petitioner even after receiving the notice neglected to receive the same by demanding exorbitant interest. Thus, separate suit has been filed against the petitioner to redeem the mortgage property.

4.2. Upon Perusal of rival submission this court is of opinion that the relief sought in this petition and the relief sought in the main suit is one and the same. The respondent himself admits that he borrowed Rs.50,000/- from the petitioner and is ready and willing to pay the same. The petitioner has to prove that the respondent received further Rs.2,00,000/- from the petitioner. It is pertinent to note that the petitioners have not come forward to adduce any document to prove their case. On the other hand the respondent adduced Ex.R1 the copy of e-challan of the amount deposited in Os.No. 78 of 2024. Ex.R2 is the decretal order passed in IA. No. 1 of 2025 in Os.No. 35 of 2025 in which the Hon’ble Sub Court Arakkonam has rejected the plaint as the suit filed by the petitioner was barred by the limitation. Ex.R3 is the order passed in IA. No. 1 of 2025 in Os.No. 35 of 2025. From perusing Ex.R1 it is seen that the respondent has already deposited the mortgage amount of in redemption suit Os.78 of 2024. Thus, temporary injunction not to alienate mortgage property is not necessary. Hence Prime facie not proved. Considering that already issues have been framed and is ripe for trial in the main suit the petitioner can contest and conduct trail in the main suit if there is any dispute with regard to satisfaction of mortgage money. Hence, in interest of the justice this court is not inclined to allow this petition.

In result this petition is dismissed. No cost.

Dictated to typist directly, typed in his computer, corrected and pronounced by me in the Open Court on this the 7th day of the October 2025.

AMEENA A
District Munsif, Arakkonam
Digitally signed by AMEENA A

District Munsif,
Arakkonam.

Petitioner side witnesses and Exhibits:- NIL

Respondent side witnesses :- NIL

Respondent side Exhibits :-

Ex.R1	-	E-Chellan amount deposition of No.78/2024.
Ex.R2	-	Decreetal order passed IA.01/2025 in OS.35/2025 on the Hon'ble Subcourt Arakkonam.
Ex.R3	-	Order passed in IA.01/2025 in OS.35/2025 on the Hon'ble Subcourt Arakkonam.

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District Munsif, Arakkonam
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Arakkonam.