

**DMC ARAKKONAM 1 IA.No.02 of 2023 IN OS.93/2023  
IN THE COURT OF DISTRICT MUNSIF ARAKKONAM RANIPET DISTRICT**

**PRESENT:- Selvi.A.AMEENA.,BBA.,LLB(Hons)**

**DISTRICT MUNSIF, ARAKKONAM**

**Monday the 9<sup>th</sup> day of March 2026**

**IA.No.02 of 2023**

**IN**

**OS.93/2023**

**(CNR - TNRP080001272023)**

Visalakshi

---Petitioner/ Plaintiff

(vs)

1. M.L.Ramachandran
2. R.Sivakumar (died)
3. R.Loganathan
4. M.Chinnakalan
5. S.Mohana
6. The Sub-Registrar

---Respondent/ Defendants

This suit is coming for final hearing before me on 25.02.2026 in the presence of Mr.P.Nataraja Pillai counsel appearing for Petitioner/ Plaintiff. R1,R3 are set exparte on 09.09.2025. R4 is set exparte on 22.10.2025. Mr.A.Gopinath counsel appearing for 5<sup>th</sup> Respondent/Defendant. On perusal of entire case records having stood over for consideration till this day, this court has delivered the following:-

**ORDER**

This petition is filed by under order 2 Rule 2 of CPC to file a suit under specific performance Act, against the Respondents/Defendants in this regard later.

**1. Brief Averments of petitioner:**

**1.1.** The petitioner states that in the year 2006 the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> defendants herein they had offered to sell the schedule of properties and in tending to raising funds for meeting some urgent financial expenses and needs for their family and against the offer the plaintiff herein approached the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> defendants evinced his interest of purchase the schedule of property and revive the said the vacant land. Subsequently to usual negotiations and discussions on several rounds, the plaintiff and the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> defendants had arrived at a consensus and terms were finalized. Accordingly the sale consideration over the suit property was finalized to Rs.3,47,000/- and an agreement of sale was executed between the plaintiff and 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> defendants on 30.11.2006, vide sale agreement document No.4418/2006, on the file of Arakkonam 2 near Joint Sub Registrar, Arakkonam.

**1.2.** The plaintiff states that the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> defendant received the extra amount as a sale agreement time to the plaintiff and the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> defendants are to till date not registered the said schedule of property in favour of plaintiff. The full amount paid and additional amount paid by the plaintiff to 1<sup>st</sup> 2<sup>nd</sup> and 3<sup>rd</sup> defendant, so the 1<sup>st</sup> 2<sup>nd</sup> and 3<sup>rd</sup> defendant registered the schedule mentioned property to the plaintiff's favour.

**1.3.** Further states that in the month of November 2006, petitioner paid amount of sale property value of out of market value the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> defendant received sum of Rs.24,00,000/- after the plaintiff suffering illness at that time pending the sale agreement for period of 3 months between the before 3 months registered the above said property to the above 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> defendant to and in favour of 4<sup>th</sup> defendant vide sale deed registered as document No.1545/2007, dated 26.02.2007 on the file of Arakkonam 2 Joint Sub-Registrar Office.

**1.4.** Further states that in the 04.08.2023, when petitioner was not in house, he received information from the neighbors that the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> defendants along with mob again trying to trespass their property. The plaintiff immediately rushed to the

spot and prevented the 5<sup>th</sup> defendants from encroaching the property and the plaintiff is of civil nature and that police shall not interfere in it, since the political leader belongs to ruling party the police officials hesitated to take any action against the 5<sup>th</sup> defendant and advised the plaintiff to approach civil court and get appropriate orders against the 5<sup>th</sup> defendant in order to stop them.

**1.5.** Further states that the defendants became greedy and prepared to defeat the rights & interest of the plaintiff under the sale agreements dated 30.11.2006 to 29.02.2007. The plaintiff has been always ready and willing to full his part of obligation by handing over the balance sale consideration. The defendants are bound by the obligation under the above said agreement to strength with the plaintiff has parted with Rs.1,00,000/- towards advance amount. The plaintiff also makes it clear that leave of this Hon'ble Court sought for filing a suit under specific performance act, later. The plaintiff is having no other option except to approach this Hon'ble Court seeking permanent injunction restraining the defendants from in any manner disturbing the thereby evicting the plaintiffs from the suit property Except under due process of law and also restraining the defendants from encumbering alienating the suit property to any third party. Therefore, prays to file a suit under Specific performance Act, against the Respondents/Defendants in this regard letter.

## **2. Brief Averments of the Written statement adopted as Counter and filed by 5<sup>th</sup>**

### **Respondent/ Plaintiff:**

**2.1.** The respondent states that the 5<sup>th</sup> defendant is not aware about the transaction to place between the defendants 1 to 3 the 4<sup>th</sup> defendant purchased the suit property from defendant 1 to 3 for good and valid consideration. The plaintiff is not at all in possession and enjoyment of the suit property. In the sale agreement dated 30.11.2006 there is no single word with regard to delivery of possession of suit property to plaintiff by D1 to D3 which clearly prove that D1 to D3 never handed over possession to plaintiff. The 4<sup>th</sup> defendant based on the sale deed document

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no.1545/2007 sold the suit property the 5<sup>th</sup> defendant for good and valid sale consideration. There was cordial relationship between the 4<sup>th</sup> defendant, The defendant 1 to 3 executed sale deed in favour of 4<sup>th</sup> defendant after getting consent from the plaintiff. The other portion was sold to grandson of the plaintiff. Hence prays to dismiss the petition.

### **3. Points for consideration:**

Whether this petition is to be allowed or not?

No oral evidence has been adduced by either side. No exhibits were marked on either side.

### **4. Discussion and findings:**

**4.1.** Heard both sides. Perused the records. The case of the petitioner is that the 1<sup>st</sup> , 2<sup>nd</sup> , 3<sup>rd</sup> defendants had offered to sell schedule properties to raise funds for meeting fund for and approached the plaintiff and executed sale agreement on 13.11.2016. The defendants 1 to 3 did not register the schedule of properties till date but the plaintiff at full amount and additional amount. The plaintiff is in absolute possession and occupation the schedule property on 03.08.2023 the petitioner applied for encumbrance certificate and came to know that the defendant had filed suit for declaration of suit property upon enquiry came to know that 1<sup>st</sup> and 3<sup>rd</sup> defendant executed forged sale deed dated 26.02.2007 in faovur of 4<sup>th</sup> defendant. The 4<sup>th</sup> defendant in connivance the 5<sup>th</sup> executed and illegal sale deed. The plaintiff is in absolute possession, enjoyment and occupational suit property. Therefore prays to a permit to file specific performance suit later.

**4.2.** Whereas the contention of the respondent is that the 5<sup>th</sup> defendant is not aware about the transaction to place between the defendants 1 to 3 the 4<sup>th</sup> defendant purchased the suit property from defendant 1to 3 for good and valid consideration. The plaintiff is not at all is possession and enjoyment of the suit property. In the sale

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agreement dated 30.11.2006 there is no single with regard to delivery of possession of suit property to plaintiff by D1 to D3 which clearly prove that D1 to D3 never handed over possession to plaintiff. The 4<sup>th</sup> defendant based on the sale deed document no.1545/2007 sold the suit property the 5<sup>th</sup> defendant for good and valid sale consideration. There was cordial relationship between the 4<sup>th</sup> defendant, The defendant 1 to 3 executed sale deed in favour of 4<sup>th</sup> defendant after getting consent from the plaintiff. The other portion was sold to grandson of the plaintiff. Hence prays to dismiss the petition.

**4.3.** Upon perusal of rival submission this court of opinion is that the petitioner/plaintiff is permitted to file suit for permanent injunction, meanwhile specific performance suit is to be filed within the limitation period. Hence this court is to inclined to allow this petition.

In result this petition allowed. No cost.

Dictated to typist directly, typed in his computer, corrected and pronounced by me in the Open Court on this the 9<sup>th</sup> day of March 2026.

District Munsif,  
Arakkonam.

**Petitioner side witnesses and Exhibits:- NIL**

**Respondent side witnesses and Exhibits:- NIL**

District Munsif,  
Arakkonam.