

IN THE COURT OF THE II ADDITIONAL DISTRICT JUDGE

SALEM

PRESENT: Thiru.S. Ezhil Velavan, MBA., LL.M.,

II Additional District Judge, Salem.

Monday, the 18th day of August, 2025

I.A.1/2025

in

OS.No.790/2025

S. Swaminathan,

Rep. By his Power of Attorney Agent

S. Venkatesan

... Petitioner / Plaintiff

Vs.

1) S. Selladuarai

2) S. Saravanan

... Respondents / Defendants

This petition is taken on file on 18.08.2025 before me in the presence of Thiru.R.Ramsundar, Advocate for the Petitioner / appellant and on hearing appellant side arguments, and upon perusing the entire records and matter having stood over for considering till this day, this Court delivers the following:

ORDER

This petition has been filed by the Petitioner against the respondent under Order 39, Rule 1 and 2 and Section 151 of CPC to pass an order of ad-interim temporary injunction restraining the respondents, their men, agents or any one acting on their behalf from in any way a. Disturbing the petitioner's peaceful possession and enjoyment of the petition mentioned property; b. Restraining the 1st respondent from in any way alienating or encumbering the

petition mentioned Schedule-A-property; c. Restraining the 2nd respondent from in any way alienating or encumbering the petition mentioned Schedule-B-property.

2) The suit property originally belonged to the respondent by virtue of various sale deeds, the details of which are as follows:

Sale deed dated 25.11.1998 in favour of S.Selladurai executed by A.Mahendra Kumar under Doc.No.152/1998 and subsequently numbered under Doc.No.1396/1999.

Sale deed dated 25.11.1998 in favour of S.Selladurai executed by R.Sanjeevini Jain under Doc.No.153/1998 and subsequently numbered under Doc.No.1397/1999.

Sale deed dated 25.11.1998 in favour of S.Selladurai executed by R.Sanjeevini Jain under Doc.No.154/1998 and subsequently numbered under Doc.No.1398/1999.

Sale deed dated 25.11.1998 in favour of S.Selladurai executed by Sadhana Jain under Doc.No.155/1998 and subsequently numbered under Doc.No.1399/1999.

Sale deed dated 27.01.1999 in favour of S.Selladurai executed by M.Subramaniam under Doc.No.154/1998 and subsequently numbered under Doc.No.175/1999.

Sale deed dated 03.07.2000 in favour of Selladurai executed by Ramayee Ammal and Kuppuraj under Doc.No.811/2000 registered in the office of the Joint Sub Registrar No.1, Salem East.

Sale deed dated 28.06.2004 in favour of Selladurai executed by Pavalayee Ammal and others under Doc.No.2030/2004.

Sale deed dated 28.06.2004 in favour of Selladurai executed by Pavalayee and others under Doc.No.2031/2004.

Sale deed dated 04.09.2006 in favour of S.Selladurai executed by S.Subramani and others under Doc.No.2671/2006.

Power of attorney deed dated 03.02.1999 executed by A.Mahendrakumar in favour of S.Selladurai under Doc.No.245/1999.

Sale deed dated 13.12.1999 in favour of S.Selladurai executed by Natarajan and others under Doc.No.3455/1999.

Sale deed dated 10.07.2006 in favour of S.Selladurai executed by Chinnannan under Doc.No.2075/2006.

Sale deed dated 25.05.2016 in favour of S.Selladurai executed by Seerangayee and others under Doc.No.2095/2016.

Sale deed dated 03.01.2018 in favour of Selladurai executed by Nataraj and Saravanan under Doc.No.11/2018.

Sale deed dated 26.10.2018 in favour of Selladurai executed by Chinnammal and others under Doc.No.4569/2018.

Sale deed dated 14.10.2019 in favour of Selladurai executed by M.Selvam under Doc.No.4365/2019.

Sale deed dated 01.10.2020 in favour of Selladurai executed by G.Jamuna and others under Doc.No.4059/2020.

Sale deed dated 27.01.2023 in favour of Selladurai executed by Saroj W/o. Late Rajamani and others under Doc.No.478/2023.

The respondent wanted to sell the suit Schedule A property and his father was ready to purchase the same. After mutual discussion an unregistered sale agreement was reduced to writing and entered into between his father and the respondent on 01.02.2023. The sale price was fixed at

Rs.5,70,00,000/- per acre. As on the date of agreement his father paid a sum of Rs.15 Crores by way of cash. The time for performance was fixed at 7 months from the date of agreement i.e., 01.02.2023. It was also mutually agreed that before the end of 5 months from the date of agreement a sum of Rs.20 Crores has to be paid by his father as further advance.

The petitioner submit that his father had paid a sum of Rs.20 Crores. The details of which are as follows:

- a. On 28.04.2023 a sum of Rs.3,30,00,000/- (Rupees three crores and thirty lakhs only)
- b. On 31.05.2023 a sum of Rs.6,70,00,000/- (Rupees six crores and seventy lakhs only)
- c. On 06.07.2023 a sum of Rs.5,00,00,000/- (Rupees five crores only).
- d. On 05.08.2023 a sum of Rs.5,00,00,000/- (Rupees five crores only) totaling to a sum of Rs.35 Crores as per the agreed terms on or before the end of the 5th month.
- e. Out of the above sum of Rs.35 Crores a sum of Rs.1 Crore was sent by RTGS from my father's account in HDFC Bank Ltd., Ayothiyapattanam Branch.

He submit that in part performance of sale agreement dated 01.02.2023 the respondent executed a sale deed in favour of his father an extent of 0.25 cents under Doc.No. 1835/2023 and an extent of 0.20 ½ cents with a residential building under Doc.No.1836/2023 both were executed on 30.03.2023. The property which was conveyed to his father is a portion of a large extent of property contemplated under the unregistered sale agreement dated 01.02.2023 in favour of his father. In pursuance of the above two sale

deeds the respondent handed over vacant possession of the entire extent of land covered under the unregistered sale agreement dated 01.02.2023. As on that date after handing over the possession the respondent promised to execute sale deed for the remaining portion of land.

He submit that his father was consistently approaching the respondent for execution of sale deed for the balance area which was left over after the execution of two sale deeds dated 30.03.2023. But for the reasons best known to the respondent change in the attitude of the respondent which had become he was giving evasive replies. After seeing the change in the attitude of the respondent my father had applied for an encumbrance certificate online and found the respondent had executed a gift settlement deed in favour of the 2nd defendant who is his son on 19.02.2025 under Doc. No.776/2025 registered in the office of the Sub Registrar, Salem East. The property contemplated under the gift settlement deed is an extent of 3.17 acres which is a portion of a property contemplated to be sold to his father under the unregistered sale agreement dated 01.02.2023.

He submit that the 1st respondent is a person who is having scant respect for the prevailing law in force. The 1st respondent had already set a very bad precedeny by executing a settlement deed in favour of the 2nd respondent when his father's sale agreement dated 01.02.2023 is subsisting. Taking advantage of the non-registration of the sale agreement the 1st respondent jad executed the gift settlement deed in favour fo the 2nd respondent. Now it appears from the attitude and behaviour of the 1st respondent and it is also reliable learnt from the officers who have gone and met the 1st respondent in person for execution of sale deed, the 1st respondent is vehement in selling the property to third parties. Now that based on the

gift settlement deed the 2nd respondent had also become a owner of a portion of the property he might also follow the footstep of his father, the 1st respondent herein. If they are going to execute a sale deed in favour of third parties the third parties might come and disturb my possession which was handed over to me in pursuance of two sale deeds under Doc.No.1835/2023 and 1836/2023 dated 30.03.2023.

The 1st respondent is a highly influential person and has got enough men in his command to achieve his objects by the wink of his eyes. Unless the respondents are restrained by means of an ad-interim temporary injunction from in any way disturbing my father's peaceful possession and enjoyment of the petition mentioned Schedule -A and B property and from in any way alienating or encumbering the petition mentioned Schedule-A and B properties, he will be put to irreparable loss, a legal injury and a huge monetary loss. Balance of convenience lies only in his favour. He have got a prima facie case on merits and the 1st respondent had partly performed his part of the sale agreement by executing two sale deeds in his favour and that the sale agreement has become absolute and irrevocable.

Therefore it is just and necessary that this court may be pleased to pass an order of ad-interim temporary injunction restraining the respondents, their men, agents or any one acting on their behalf from in anyway,

- a) disturbing the petitioner's peaceful possession and enjoyment of the petition mentioned property.
- b) Restraining the 1st respondent from in any way alienating or encumbering the petition mentioned schedule A property.
- c) restraining the 2nd respondent from in anyway alienating or encumbering the petition mentioned schedule B property.

3) Upon hearing the petitioner and perusal of available records it is made clear that the petitioner / plaintiff is power agent of one Swaminathan who is none other than the father of the petitioner / plaintiff stated and found to have been entered into a sale agreement with the 1st respondent whom he originally owns the suit property by virtue of various sale deeds as mentioned in the petition and in plaint of this petition “A” schedule property revenue records stands in the name of the 1st defendant. The 1st respondent / 1st defendant offered to sell the property and the plaintiff accepted to purchase the same and they decided after mutual discussion by fixing the sale price at Rs.5,70,00,000/- (Rupees Five Crores and Seventy Lakhs) per acre and entered into a sale agreement on 01.02.2023 and on that date of said agreement the petitioner / plaintiff paid Rs.15,00,00,000/- (Rupees Fifteen Crores) as advance by way of cash. The time for performance was fixed at 7 months from the date of agreement i.e. from 01.02.2023 it was also mutually agreed that before the end of the 5th month from the date of the agreement i.e. 01.02.2023 the plaintiff has to pay a sum of Rs.20,00,00,000/- (Rupees Twenty crores) as further advance to the 1st respondent / 1st defendant as agreed the petitioner / plaintiff also paid a sum of Rs.3,30,00,000/- (Rupees three crores thirty lakhs) on 28.04.2023, Rs.6,70,00,000/- (Rupees six crores seventy lakhs) on 20.05.2023, Rs.5,00,00,000/- (Rupees five crores) on 06.07.2023, another Rs.5,00,00,000/- (Rupees five crores) on 05.08.2023. Totally a sum of Rs.35,00,00,000/- (Rupees thirty five crores) out of the said sum of Rs.35,00,00,000/- (Rupees thirty five crores) a sum of Rs.1,00,00,000/- (Rupees one crore) was sent by RTGS from the account of the petitioner / plaintiff through HDFC Bank Limited, Ayothiyapattinam branch to the 1st respondent / 1st defendant. It was also submitted that in part

performance of the sale agreement dated 01.02.2023, the 1st respondent / 1st defendant executed a sale deed in favour of the plaintiff on 30.03.2023 under Doc.No.1835/2023 which is a portion of the property covered under the unregistered sale agreement dated 01.02.2023 i.e. TS.No.3/5B Ward-AL, Black 25 had an extent of 0.25 cent as found in schedule B of the suit property. On that day itself, another sale deed for an extent of 0.20½ cents with a residential building in Ward-AL, Black 25 TS.No.5/2 was executed by the 1st respondent / 1st defendant under Doc.No.1836/2023 mentioned as suit C schedule property which is a property contemplated under the unregistered sale agreement dated 01.02.2023 and handed over the vacant possession of the entire extent of land covered under the unregistered sale agreement dated 01.02.2023 to the petitioner / plaintiff. The petitioner / plaintiff stated to have been contacted the 1st respondent / 1st defendant in person and demanded for execution of sale deed for the balance area which was left over after the execution of two sale deeds on 30.03.2023 many times; but for the reason best known to the 1st defendant he tendered evasive replies to the petitioner / plaintiff. Suspecting over the indifferent activities of the 1st defendant the petitioner / plaintiff verified the encumbrance certificate in respect of the suit properties through online and found that the 1st respondent / 1st defendant had executed a gift deed in favour of his own son the 2nd respondent / 2nd defendant on 19.02.2025 under Doc.No.776/2025 registered in the office of Sub-Registrar Salem East, some extent of which is mentioned in the D schedule property in this suit which is a portion of property covered under the unregistered sale agreement dated 01.02.2023 an extent of 2.20 acres in TS No.3/3B and and 0.97 cents in TS.No.3/6. Further from the advance money received from the petitioner / plaintiff the 1st

respondent / 1st defendant found to have been purchased a property an extent of 3.3 acres under Doc.No.2282/2023 dated 31.05.2023 and an extent of 8.23 $\frac{3}{4}$ acres in Olakkuchinnanur Village, Sankari Taluk under Doc.No.2346/2023 Dated 05.06.2023 which clearly coincides with the acknowledgment endorsed by the 1st respondent / 1st defendant towards the receipt of part payment of advance amount as agreed in the sale agreement, through the part of said amount advanced by the petitioner / plaintiff only he acquired the said properties in his name.

4) Upon perusal of records it is made clear that document No.1 filed along with the plaint in OS.790/2025 is a unregistered sale agreement dated 01.02.2023. Perusal of the same it reflects the fact that the petitioner and the 1st respondent entered the said sale agreement. As advanced by the learned counsel for the petitioner from the said sale agreement prima facie this court can able to descent the fact that the sale agreement was agreed to be entered by fixing the rate of one acre as Rupees Five Crores Seventy Lakhs per acre of the sale agreement mentioned properties which belongs to the 1st defendant against which an initial advance amount of Rupees fifteen crores found to have been paid on the date of agreement i.e. on 01.02.2023 itself. From the endorsement allegedly made by the 1st respondent / 1st defendant in the sale agreement acknowledged for a sum of Rupees twenty crores received on the dates of 28.04.2023, 31.05.2023, 06.07.2023, 05.08.2023, totally a sum of Rupees thirty five crores found to have been received by the 1st defendant towards the sale agreement Doc.No.1 and it is also made clear that some portion of the suit property has been conveyed through sale deeds in favour of the petitioner / plaintiff (father of the plaintiff) as part performance as stated above.

Meanwhile from the careful perusal of the document No.23 reflects the fact that the 1st defendant executed a settlement deed in favour of his son 2nd respondent / 2nd defendant as found in the settlement deed and the said properties are part and parcel of the properties mentioned in the sale agreement entered between the petitioner / plaintiff and the 1st respondent / 1st defendant.

5) From the available records, discerns the facts that the acts and attitudes of the parties to this litigation prima facie adds strength to the contention of the petitioner / plaintiff whom he apprehends heavy loss and injury from the acts of the 1 and 2 respondents / 1 and 2 defendants, since the 1st respondent / 1st defendant being father of the 2nd respondent / 2nd defendant, pretty well known about his execution of sale agreement in favour of the petitioner, even after receipt of advance amount as required and undertaken to abide by the sale agreement in the absence of contra facts, as this petition has been heard as ex parte, considering the exigency, his act of execution of some of the portion of petition mentioned properties in the name of his son / 2nd respondent / 2nd defendant conveying through settlement deed, adds strength to the contention of petitioner and the balance of convenience is in favour of the petitioner / plaintiff, drives this court to entertain the prayer of the petitioner / plaintiff and thereby this court pass an order of ad-interim temporary injunction, if not irreparable loss and hardships would certainly occur as apprehended.

In the result, this court pass an order of ad-interim temporary injunction restraining the respondents, restraining the respondents, their men, agents or any one acting on their behalf from in anyway,

a) disturbing the petitioner's peaceful possession and enjoyment of the petition mentioned property.

b) restraining the 1st respondent from in any way alienating or encumbering the petition mentioned schedule A property.

c) restraining the 2nd respondent from in any way alienating or encumbering the petition mentioned schedule B property towards the interest of justice ad-interim injunction granted as call on 02.09.2025. Order 39 Rule 3(a) of CPC to be complied with.

Dictated to the Steno-typist directly typed by her, corrected and pronounced by me in the open Court, the 18th day of August 2025.

**II Additional District Judge,
Salem.**

APPENDIX :

List of Petitioner side witnesses and Documents: NIL

**II Additional District Judge,
Salem.**

II ADJ Court, Salem
DRAFT / FAIR ORDER
in
I.A.1/2025
in
O.S. No.790/2025
DATED :18.08.2025

IA 1/2025 in OS:790/2025

Dated 18.08.2025

Order pronounced.

Heard the petitioners, record
perused.

This court pass an order of ad-interim temporary injunction restraining the respondents, their men, agents or any one acting on their behalf from in anyway, a) disturbing the petitioner's peaceful possession and enjoyment of the petition mentioned properties. b) Restraining the 1st respondent from in any way alienating or encumbering the petition mentioned schedule A property. c) restraining the 2nd respondent from in anyway alienating or encumbering the petition mentioned schedule B property towards the interest of justice call on 02.09.2025. Order 39 Rule 3(a) of CPC to be complied with.

II Additional District Judge,
Salem