

**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 18<sup>th</sup> day of August, 2025**

**I.A.2/2025**

**in**

**OS.No.790/2025**

S. Swaminathan,

Rep. By his Power of Attorney Agent

S. Venkatesan

... Petitioner / Plaintiff

Vs.

S. Selladuarai

... Respondent /Defendant

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 argument, and upon perusing the entire records, this Court delivers the following:

**ORDER**

This petition has been filed by the Petitioner against the respondent under Order 38, Rule 5 and Section 151 of CPC to direct the respondent to furnish security for a sum of Rs.44,71,79,945/- or in the failure to do so attach the property in the schedule A and B.

**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 my 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 my 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 5<sup>th</sup> month.
- e. Out of the above sum of Rs.35 Crores a sum of Rs.1 Crore was sent by RTGS from his 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 his father had applied for an encumbrance certificate online and found the respondent had executed a gift settlement deed in favour of the 2<sup>nd</sup> 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.

This respondent had stealthily taken a sum of Rs.35 Crores from his father and had purchased the petition mentioned property and has enriched himself illegally without executing a sale deed in favour of his father pertaining to balance suit Schedule-A property. It will be relevant to mention here that the sale deed in favour of this respondent pertaining to the petition mentioned property are dated 31.05.2023 and 05.06.2023 under Doc.Nos. 2282/2023 and 2346/2023 respectively. In the relevant dated i.e., 31.05.2023 his father had paid a sum of Rs.6,70,00,000/- as part of the sale consideration for purchase of suit Schedule-A property. Till the date of purchase of the petition mentioned properties his father had paid a sum of Rs.25 Crores to the respondent as advance in pursuance of the unregistered sale agreement dated 01.02.2023.

Therefore it is just and necessary that this Honourable court may be pleased to direct the respondent to furnish security for a sum of Rs.44,71,79,945/ or in the failure to do so attach the property in the schedule A and B before judgment.

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 respondent whom he originally owns the suit property by virtue of various sale deeds as mentioned in the petition and plaint of this petition "A" schedule property revenue records stands in the name of the respondent / defendant. The respondent / 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 5<sup>th</sup> 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 respondent/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 respondent / defendant. It was also submitted that in part performance of the

sale agreement dated 01.02.2023, the respondent / 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 respondent / 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 respondent / 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 respondent / defendant he tendered evasive replies to the petitioner / plaintiff. Suspecting over the indifferent activities of the respondent / defendant the petitioner / plaintiff verified the encumbrance certificate in respect of the suit properties through online and found that the respondent / defendant had executed a gift deed in favour of his own son 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 respondent / 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 respondent / 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.

So the plaintiff prays to direct the respondent to furnish security for a sum of Rs.44,71,79,945/- or in the failure to do so attach the properties in the schedule A and B before Judgment.

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 reflects the fact that the petitioner / plaintiff and the respondent / defendant entered in to the said sale agreement. As advanced by the learned counsel for the petitioner / plaintiff, from the said sale agreement this court can able to discerns the fact that, the sale agreement was agreed to be entered by fixing the rate per one acre as Rupees Five Crores Seventy Lakhs in the sale agreement mentioned properties which belongs to the respondent / 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 respondent / defendant in the sale agreement acknowledged for a sum of Rupees twenty crores received in parts on the various 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 respondent / 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 (by the respondent / defendant) as part performance as stated above.

Meanwhile from the careful perusal of the document No.23 reflects the fact that the respondent / defendant executed a settlement deed in favour of his son 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 respondent / defendant.

From the available records, this court can very well infer the facts that the 1<sup>st</sup> respondent after execution of sale agreement, though it is his property, he can alienate the same to anybody else as he wishes, but his conduct of conveyance of some portion of petition mentioned properties after his entry into sale agreement with the petitioner / plaintiff. Some extent of suit properties to his son by way of settlement deed, though hearing this petition as ex parte in the absence of respondents, but only on appraisal of available records, drives this court to draw a prima facie inference that he purposefully, to defeat the sale agreement entered with the perform made this kind of conveyance to his son.

The above said act and attitude of Respondent / Defendant adds strength to the contentions of petitioner, which leads this court to decide that prima facie case is made out and the apprehension of plaintiff, that if the relief claimed by him, not been extended to him in the stated facts and circumstances, certainly would cause irreparable loss and hardship to him, having in mind of involvement of huge amount between the plaintiff and the respondent / defendant 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 directing the respondent to furnish security for a sum of Rs.44,71,79,945/- on 02.09.2025 towards the interest of justice.

In the result, this court pass an order directing the respondent to furnish security for a sum of Rs.44,71,79,945/- on 02.09.2025, towards the interest of justice.

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

**II Additional District Judge,  
Salem.**

**APPENDIX :**

**List of Petitioner side witnesses and Documents: NIL**

**II Additional District Judge,  
Salem.**

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**II ADJ Court, Salem  
DRAFT / FAIR ORDER**

**in**

**I.A.2/2025**

**in**

**O.S. No.790/2025**

**DATED :18.08.2025**

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IA 1/2025 in OS:790/2025

Dated 18.08.2025

Order pronounced.

Heard the petitioner, record perused.

This court pass an order directing the respondent to furnish security for a sum of Rs.44,71,79,945/- on 02.09.2025.

II Additional District Judge,  
Salem