

IN THE COURT OF THE DISTRICT MUNSIF, SANKARI

Present: Tmt. R. ELAMATHI, B.A., B.L.,
District Munsif, Sankari

Thursday, the 16th day of April 2026

திருவள்ளூர்வராண்டு 2057, பராபவ வருடம், சித்திரை திங்கள் 03-ம் நாள் வியாழக்கிழமை

I.A. 2/2022 in O.S.91/2022

1. Subramani
2. Vaiyapuri
3. Pappathi
4. Udayasankar
5. Selvakumar
6. Manimegalai
7. Selladurai
8. Senthil
9. Alagammal
10. Palaniappan
11. Velusamy
12. Selvaraj

... Petitioners / Plaintiff

// Versus //

K.P.Annachi

... Respondent/ Defendant

This Petition came up for final hearing before me in the presence of Thiru. S. Ganaesan Advocate for Petitioners and of Thiru.Murugesan Advocate for Respondents and upon perusing both side pleadings and records and having stood over till this day for consideration and this court passed the following:

ORDER

This Interlocutory Application is filed by the Petitioners/Plaintiffs seeking a relief of Ad-interim Injunction restraining the Respondent/Defendant from in any manner alienating or encumbering the suit property pending disposal of the suit.

2) The Gist of Petition:-

2.1) The Petitioner submitted that he is the 1st Plaintiff in the suit. The Petitioner filing this affidavit for himself and on behalf of the other Petitioners/Plaintiffs 2 to 12 also. The Petitioners have filed the suit for the relief of declaration and also Permanent Injunction against the Defendant.

2.2) The Petitioners submitted that the suit property is situated at Arasiramani Village, Sankari Taluk, Salem District within the jurisdiction of this Court.

2.3) The Petitioner submit that the 2nd Plaintiff one Ayyangkutti, 9th Plaintiff and one Ponnuthayi are the sons and daughters of one Mekkatti @ Vaiyapuri who died intestate on 14.11.2016 leaving the petitioners behind him as his legal heirs. The wife of the above said Mekkatti @ Vaiyapuri namely Angayee Pre-deceased him on 10.09.1989. The Petitioners / Plaintiffs 3 to 6 are the wife, sons and daughter respectively of the above said Ayyangkutti who died intestate on 20.08.2015 leaving them behind him as his legal heirs. The Petitioners/Plaintiffs 7 and 8 are 1st Petitioner sons. The Plaintiffs 10 to 12 are the husband and sons of the above said Ponnuthayi who died intestate on 17.11.2017 leaving them behind her as her legal heirs. Therefore the legal heirs of the deceased Ayyangkutti and the deceased Ponnuthayi are added as Plaintiffs since they are necessary parties to the suit for binding decision.

2.4) The Petitioner submit that, the property morefully described hereunder herein after called as "Suit Property" is the ancestral property of the Plaintiffs and the patta during the period of updating registry was granted in favour of the above said deceased Mekkatti @ Vaiyapuri as Kartha of the joint family. The on-line patta in Patta No.1815 in the suit S.No.113/5A also was granted in the name of the above said deceased Mekkatti @Vaiyapuri in respect of the suit property.

2.5) The Petitioners contends that, while so, above said deceased Mekkatti @ Vaiyapuri and himself required a sum of Rs.75,000/- for their family expenses so that on 11.03.2014, they approached the defendant for loan for which the defendant agreed to give loan of Rs.75,000/-. But the defendant demanded the above said deceased Mekkatti @Vaiyapuri and himself that they should execute the loan deed along with their family members in his favour as security in respect of the suit property. As the above said deceased Mekkatti @ Vaiyapuri and himself needed the amount for urgent expenses for family necessity, they agreed for execution of the loan deed along with their family members in favour of the defendant in respect of the suit property. It was agreed that the above said deceased Mekkatti @ Vaiyapuri and himself should pay interest at the rate of Rs.1.25 per Rs.100/- per month on Rs.75,000/- to the Respondent/Defendant and the he also agreed to cancel the loan deed as and when the petitioners repay the principal loan amount with interest. Accordingly on 13.03.2014, the above said deceased Mekkatti @ Vaiyapuri, himself and 2nd Plaintiff, the above said Ayyangkutti, 9th Plaintiff and the above said Ponnuthayi were taken to the Sub-Registrar Office where they executed the deed dated 13.03.2014 under the impression that they are executing the loan deed in favour of the Respondent/Defendant. Till the death of the above said deceased Mekkatti @ Vaiyapuri, and himself were giving interest annually to the Respondent/Defendant and then himself was giving interest annually till 13.03.2022 for the loan amount of Rs.75,000/- as agreed at the above said rate of interest. The above said deceased Mekkatti @ Vaiyapuri and himself have not received the receipt from the Respondent/Defendant for the payment of interest to the defendant since the petitioners were having faith over the defendant

2.6) The Petitioners submits that, on 28.07.2022, they approached the Respondent/Defendant that the Petitioner ready to pay the Principal amount of

Rs.75,000/- with interest for the remaining period 5 ^{3/4} months and requested the defendant. The defendant received the Principal amount Rs.75,000/- with interest of Rs. 5275/- for 5 ^{3/4} months on 28.07.2022 itself and told the petitioners that will get the loan deed cancelled on 01.08.2022 at the concerned Sub-Registrar's Office. As they believed the words of the Respondent/Defendant, they did not compel him to get the loan deed cancelled on the date of Payment of the amount itself. On 01.08.2022 when the petitioners requested the Respondent/Defendant to come to the concerned Sub-Registrar's Office and cancel the loan deed, he told the petitioners that has obtained the registered Sale Deed dated 13.03.2014 (Doc.No.1266/2014) executed by them along with their family members in respect of the suit property and if the registered Sale Deed has to be cancelled, they should pay Rs.15,00,000/- or otherwise he cannot cancel the registered Sale Deed dated 13.03.2014 (Doc.No.1266/2014) standing in his name. Then only, they came to know of the fraudulent act of the Respondent/Defendant in getting the registered Sale Deed dated 13.03.2014 (Doc.No.1266/2014) in respect of the suit property in the disguise of loan deed and then on 02.08.2022, they obtained the certified registration copy of the same and came to know the illegal act done by the Respondent/Defendant and also the act of cheating by him in receiving the repayment of the loan amount with interest upto-date by the Petitioners. After receipt of the entire loan amount with interest upto-date, the defendant has indulged in illegal act of demanding the above said amount of Rs.15,00,000/- for cancellation of the registered Sale Deed dated 13.03.2014 (Doc.No.1266/2014) obtained by him fraudulently from the petitioners.

2.7) The Petitioner submits that, they were under the impression that they have executed the loan deed for the amount of Rs.75,000/- borrowed from the Respondent/Defendant. As he has obtained the registered Sale Deed dated 13.03.2014

(Doc.No.1266/2014) fraudulently by false representation to the petitioners that the deed to be executed by the petitioners is only a loan deed, it is an invalid and illegal document. As the registered Sale Deed dated 13.03.2014 (Doc.No.1266/2014) has been obtained by the defendant from the petitioners in fraudulent manner without their knowledge, it is an invalid and illegal document which has to be cancelled since they are parties to the document. It is learn that the Respondent/Defendant is negotiating terms with some third parties to encumber or alienate the suit property on the strength of the above said illegal and invalid registered Sale Deed dated 13.03.2014 (Doc.No.1266/2014) obtained by the Respondent/Defendant in fraudulent manner. The legal notice was not issued by the petitioners questioning the propriety of the illegal act of the Respondent/Defendant and directing him to cancel the registered Sale dated 13.03.2014 (Doc.No.1266/2014) due to the apprehension that if the legal notice is received by him, then immediately Respondent/Defendant will try to create some document in favour of somebody with a view to make legal encumbrance over the suit property.

2.8) The Petitioners submit that, on 11.08.2022, the petitioner approached the Respondent/Defendant through some mediators and questioned the propriety of the illegal act done by the him and he was advised by the mediators to cancel the registered Sale Deed dated 13.03.2014 (Doc.No.1266/2014) obtained by him fraudulently and illegally since he has already received the entire Principal amount with interest upto-date. But the Respondent/Defendant refused to heed their advice and he bluntly told them that he cannot cancel the registered Sale Deed dated 13.03.2014 (Doc.No.1266/2014) unless he is paid above said amount of Rs.15,00,00/- by the Petitioners. The above said registered Sale Deed is an invalid and illegal document since the Respondent/Defendant has obtained the same in fraudulent manner. Therefore

it has become just and necessary to file the above suit for cancellation of the registered Sale Deed dated 13.03.2014 (Doc.No.1266/2014) obtained by the Respondent/Defendant fraudulently from the petitioners in respect of the suit property in the disguise of loan deed. Through the registered Sale Deed dated 13.03.2014 (Doc.No.1266/2014) stands in the name of the Respondent/Defendant by adopting fraudulent method, the patta has not changed in his name and possession of the suit property is still remains with the petitioners and the revenue records stand in the name of the deceased Mekkatti @ Vaiyapuri without any change. The Respondent / Defendant is not in possession and enjoyment of the suit property at any point of time as per the registered Sale Deed dated 13.06.2014 (Doc.No.1266/2014) which is not acted upon. The Petitioners/Plaintiffs have been in exclusive, uninterrupted and continuous possession and enjoyment of the suit property till date. Unless the registered Sale Deed dated 13.03.2014 (Doc.No.1266/2014) obtained fraudulently by the defendant from the petitioners is not cancelled and unless the defendant is not temporarily restrained by means of Ad-interim Injunction from in any way alienating or encumbering the suit property on the strength of the illegal and invalid registered Sale Deed dated 13.03.2014 (Doc.No.1266/2014) obtained by him in fraudulent manner. The Petitioners/Plaintiffs will be put to irreparable loss and much hardship. Therefore the they pray that this Court to pass an order of Ad-interim Injunction against the Respondent/Defendant restraining him from in any way alienating or encumbering the suit property detailed in the petition pending disposal of the suit and thus render justice.

3) The Brief Averments of the Counter filed by the Respondent :-

3.1) The Respondent denies all the allegations made in the petition as false and contrary to law and justice. There is no truth or good faith in the etitioner's version. It is the duty

of the petitioner's to prove the incidents mentioned in their petition through evidence. Since the Petitioner's have mentioned false and exaggerated facts seeking remedy, the petition must be dismissed at the threshold itself. The incidents mentioned in the petition except a few which the defendant admits must be proved by the Petitioner's themselves.

3.2) The Respondent averred that the petitioners must prove the facts mentioned therein with documents. Regarding the 10th plaintiff Pazhaniappan, the plaintiffs have already filed several documents stating he has passed away. The Respondent has filed those documents as their own documents. In this situation, the petitioners/plaintiffs must prove that the present suit has been filed against the 10th defendant.

3.3) The Respondents submits that the that the suit property is the ancestral property of the The Petitioners/Plaintiffs, and that the property in Survey No. 113/5A containing Plot No. 1815 is entitled to the deceased Mekkati @ Vaiyapuri are true. It is also true that he was the head of the plaintiffs' family.

3.4) The Respondents averred that the said deceased Mekkati @ Vaiyapuri and the 1st Plaintiff needed Rs.75,000/- immediately for their family emergency needs. Accordingly, on 11.03.2014, the said neighbours asked the respondent/defendant for a loan, and the he agreed to give Rs.75,000/- as a loan. However, to secure the loan amount, all family members jointly agreed to create a loan deed on the suit property in favour of the defendant. Thus, the deceased Mekkati @ Vaiyapuri and the 1st plaintiff, needing immediate funds for their family emergency, requested the defendant, and all the family members together agreed to loan the suit property and execute a loan deed. They also agreed to pay monthly interest of 1.25% per Rs.100 on the loan amount of

Rs.75,000/-. The deceased Mekkati @ Vaiyapuri and the 1st defendant agreed to repay the principal and interest in full and then get the mortgage deed cancelled. Accordingly, on 13.03.2014, the deceased Mekkati @ Vaiyapuri, the 1st and 2nd Plaintiffs, Ayyangudi, and the 9th Plaintiff, along with Ponnusamy, jointly at the Sub-Registrar's office, executed a deed of mortgage on 13.03.2014 for the loan, in favour of the defendant. From that date onwards, they have been paying interest to the defendant annually. Mekkati @ Vaiyapuri continued to pay interest to the defendant until his death. After his death, the 1st Plaintiff continued to pay interest to the defendant until 13.03.2022. Based on the trust placed in the defendant, the deceased Mekkati @ Vaiyapuri and the 1st Plaintiff paid interest regularly but received no receipt for the interest paid. On 28.07.2022, the 1st Plaintiff informed the defendant that he was prepared to repay the principal of Rs.75,000/- along with 5 ^{3/4} months' interest and requested the cancellation of the mortgage deed. The defendant received the principal of Rs.75,000/- along with 5 ^{3/4} months' interest of Rs.5,275/- on 28.07.2022. Thereafter, the defendant told the 1st Plaintiff on 01.08.2022 to come to the Sub-Registrar's office to cancel the mortgage deed. Trusting the defendant's word and after paying the amount, when the plaintiff asked for the deed to be cancelled, the defendant refused to cancel it and demanded Rs.15,00,000/- for the cancellation. Subsequently, the defendant, instead of cancelling the loan deed, fraudulently created a sale deed on the same property this fact became known to the plaintiffs. On 02.08.2022 when a copy was obtained, it was found that the defendant had committed fraud against the plaintiffs by fraudulently creating a sale deed. The defendant's fraudulent acts were unknown to the plaintiffs. The defendant, when informed about cancelling the fraudulent sale deed, threatened to immediately encumber the suit property if any legal notice was sent, claiming no legal notice had been given. On 11.08.2022, the 1st Plaintiff, along with some mediators, met the defendant and asked about fraudulently mortgaging the suit property as a sale. The

mediators also advised the Respondent/Defendant to cancel the said sale deed. But he refused to listen to their advice and stated that the sale deed would not be cancelled until Rs.15,00,000/- was paid and explicitly stated this in front of them. Therefore, the Plaintiffs have filed this case in this Court seeking cancellation of the said sale deed. All records pertaining to the suit property remain unchanged and the suit property is under the control of the plaintiffs. All revenue documents are in the Petitioners/Plaintiffs names. The Respondent/Defendant has never had possession or enjoyment of the suit property. The defendant claims that the events mentioned in the plaint and its causes of action are all false, baseless, and fabricated by the plaintiffs for the purpose of litigation. The defendant completely denies this. All the revenue documents filed in this case are with the plaintiffs and their family members; the sale deed executed on 13.03.2014 in favour of the defendant by the plaintiff and the plaintiff's family members is not the suit property.

3.5) The Respondent contend that regarding the suit property, the total extent in Survey No. 113/5A is 1.35 cents of wetland. The said 1.35 cents of wetland in Survey No. 113/5A , Plot No. 1815 is entitled to Mekkati @ Vaiyapuri. The legal heirs of the deceased Mekkati @ Vaiyapuri are his wife Angayee, the 1st Plaintiff Subramani, the 2nd plaintiff Vaiyapuri, the deceased son Ayyangudi, the 9th plaintiff Alagammal, the deceased daughter Ponnuthayee, and other legal heirs as per law. Mekkati @ Vaiyapuri passed away on 21.11.2016.

3.6) The Respondent further contends that, in this situation, on 13.03.2014, the deceased Mekkati @ Vaiyapuri, his deceased son Ayyankutti, his deceased daughter Ponnuthayee, and all Plaintiffs 1, 2, 7, 8, and 9 of this case jointly, through document No. 1266/2014 at the Sub-Registrar's office, mortgaged 0.21 cents out of the total 1.35 cents in Survey No. 113/5A to the respondent for Rs.75,000/-. The Petitioners/Plaintiffs themselves have identified this property as the suit property.

3.7) The Respondent alleged that he has been cultivating Narippayir (paddy) on the suit property and enjoying possession since acquiring it by sale on 13.03.2014. Furthermore, the defendant has been cultivating sugarcane in the Kaveri Patty land to which he is fully entitled. In 2015, the 8th plaintiff, son of the 1st Plaintiff negotiated to sell all the sugarcane growing on an ancestral property not related to the suit property and received the sale price in full in cash Rs.76,000/- for that purpose he defendant, having obtained the suit property through purchase on 13.03.2014, began cultivating sugarcane on the southern portion of the suit property, set up an arbour, engaged in business, and agreed to pay monthly rent to the defendant. The 1st Plaintiff and his son, the 8th Plaintiff, agreed jointly. Based on the trust placed in the plaintiffs' family, the defendant placed an arbour on the southern portion of the suit property and agreed to sell the sugarcane on his ancestral land to the 1st and 8th Plaintiffs.

3.8) The Respondent further alleges that, accordingly, Petitioners/Plaintiffs 1 and 8 cultivated the sugarcane on the southern part of the suit property by placing an arbour, and for about 2 years, they properly paid the sugarcane rent to the defendant. The balance amount owed to the defendant for the ancestral land's sugarcane over Rs.8,50,000/- was not paid by petitioners 1 and 8, citing various false excuses and causing deliberate delay. The defendant, knowing that plaintiffs 1 and 8 are good people who would repay, waited patiently. However, plaintiffs 1 and 8, despite having the money, intentionally delayed giving it to the defendant. As a result, from 2022, the defendant requested plaintiffs 1 and 8 to pay the balance amount owed, clear the arbour from the suit property, and vacate. At the same time, plaintiffs 1 and 8 claimed that the land belonged to their relatives at Edapadi village, that they had paid all amounts to obtain the land as a sale, and that the sale was delayed due to certain reasons. On 17.05.2022, plaintiffs 1 and 8 obtained a sale of the adjacent land and on 18.05.2022

sold it to another person and received payment. However, plaintiffs 1 and 8 acted contrary to what was agreed and cheated the respondent by not paying the amount owed the cost of sugarcane, the rent for the arbour, and having vacated the arbour they said they would repay. The defendant trusted plaintiffs 1 and 8 and remained patient. However, Plaintiffs 1 and 8 sold the adjacent property on 17.05.2022, received the next day 18.05.2022 another sale deed, received the money, but acted contrary to their agreement with the defendant and cheated by not paying the defendant the amount owed.

3.9) The Respondents contends that, he has filed a complaint against the 8th Plaintiff at the Sankari Police Station on 13.09.2022. The said complaint from Sankari Police Station was forwarded to Thevur Police Station for investigation. Accordingly, the Thevur police called the 8th plaintiff to the police station for questioning. However, the 8th Plaintiff refused to come to the police station. As a result, the police, considering it a civil matter, referred it back to the court for the plaintiff to seek remedy. Furthermore, the 1st plaintiff filed a false complaint against the defendant with the Chief Minister's cell. Based on that complaint, on 22.09.2022, the defendant was called from Thevur Police Station for questioning. The defendant appeared at the Thevur Police Station for investigation. After questioning both parties at the police station, the investigation concluded that the 1st Plaintiff's documents were examined and the fault lay with the 1st plaintiff, and that plaintiffs 1 and 8 must immediately repay the rental amount, lease amount, and sugarcane purchase amount to the defendant. A warning was issued to them accordingly. After that, plaintiffs 1 and 8 were determined to somehow deprive the defendant of the suit property and with the intention of not paying the amount owed for sugarcane and the arbour rent, plaintiffs 1 and 8 fraudulently filed this suit against the defendant in the this Court, using their family members as tools.

3.10) The Respondent further alleges that the he wishes to inform this Court that, with the intention to somehow deprive the defendant of the property which the defendant's family members purchased from the plaintiffs on 13.03.2014, and with the intention of not paying the amount owed for sugarcane and the arbour rent, the defendant has been committing various illegal acts contrary to law. In truth, plaintiffs 1 and 8 had been committing fraudulent acts to take back the property the defendant purchased right from the beginning this fact became known to the plaintiffs only after the suit was filed. Furthermore, while this suit is pending in this Court, Plaintiffs 1 and 8 have no documents filed on their behalf in the suit. Therefore, on 15.11.2022, they falsely claimed that sugarcane was being grown on the suit property and fraudulently registered a false crop registration with the Food Safety Department. At the same time, the defendant filed a complaint on 29.12.2022 with the Tamil Nadu Food Safety and Drug Administration Department Food Safety Division. The said complaint was received by the Food Safety Department, and on 06.01.2023 a direct inquiry was conducted. At that time, the 8th plaintiff, since suit property was pending in this Court, requested that the registration certificate be cancelled, placing a stay on the registration and accordingly, the food safety department took action and was asked to be taken as stated. The defendant demanded documents from the Food Safety Department's fraudulent actions of defendants 1 and 8, and the defendant filed a complaint-petition with the copies of those documents. The defendant is prepared to file them when the suit comes up.

3.11) The Respondent alleges that the following legal provisions necessitate its dismissal. Accordingly, the document No. 1266/2014, through which the plaintiffs and their family members executed a sale deed to the defendant on 13.03.2014, states the following in the property details: "The property described herein, which is recorded as belonging to 1 person among us in UDR Plot No. 1815 entitled to us by inheritance, and

for which we have been in enjoyment from the date it was entitled to us a portion of this property is today being sold for Rs.76,000/- in the names of the following, and the sale price of Rs.76,000/- (Seventy-Six Thousand Rupees) has been received in full in cash in front of the following witnesses, for our family expenses, business development expenses, and to pay off small debts and henceforth we, along with our predecessors, successors, administrators, and executors, shall have no right, title, claim, or interest in this sold property. If anyone claims any right, it shall not be legally or judicially valid." And further The patta records in this property's name should be transferred through this sale deed" to be transferred in their name, and we have no objection whatsoever. With our full and complete consent, the agricultural land sale deed shall be written and given."

3.12) The Respondent averred that on this basis, the defendant contends that the plaintiffs and their family members executed the sale deed regarding the suit property that based on this sale deed, the plaintiffs or their family members have no right of any kind over the suit property; and that they have no right to dispute having executed the deed themselves. This is a contradiction. The plaintiffs' suit contradicts the Indian Evidence Act and is liable to be penalized.

3.13) The Respondent averred that the plaintiffs and the plaintiff's family members, on the same day they executed a sale deed to the defendant on 13.03.2014, also along with the plaintiff Veerayi and all of the plaintiff's family members through document No. 1267/2014 at the Sub-Registrar's office, executed a sub-sale deed of 0.21 cents out of 1.35 cents in Survey No. 113/5A to the defendant. The property description in that sale deed states "above Annachi's land" as the boundary. Based on that sale deed, Veerayi executed a sale deed on 25.11.2016 through document No. 4613/2016 in favour of Matheswari. In the property description of that sale deed also, it is mentioned as "above

Annachi's land." Furthermore, Veerayi, on 25.11.2016, through document No. 4613/2016, to Matheswari executed the sale deed which mentions "8th plaintiff Senthils witness" in the sale deed. Furthermore, plaintiffs 3, 4, 5, and 6 also, through Survey No. 113/5A, on 13.11.2019, executed a sub-sale deed simultaneously. That sub-sale deed, in its property description, states: "In Survey No. 113/5A totalling 1.35 acres Plot No. 1815 Patta No. 1815 from the 1.35 acres, the sale of 0.42 cents 0.54.5 hectares with the remaining 0.93 cents of land being excluded" and the sale deed was registered accordingly.

3.14) The Respondent further averred that on this basis, it is clearly proven that the sale deed executed in favour of the defendant on 13.03.2014 for 0.21 cents out of Survey No. 113/5A executed by the plaintiffs and their family members is indeed a genuine sale deed. When seeking cancellation of a document under the Limitation Act, the suit must be filed within 3 years from the date the document was registered i.e., from the date the document was known. Accordingly, since the sale deed was executed on 13.03.2014, the suit should have been filed within 3 years i.e., by 12.03.2017. Since the suit was filed only on 27.09.2022 without being filed within that time, this suit is barred by the Limitation Act.

3.15) The Respondent contends that he, along with his family members, having purchased the suit property through the sale deed, obtained possession, received a patta transfer in the defendant's name, and obtained a separate patta. Based on that, the plaintiffs has no right of any kind over the suit property in favour of the defendants. Therefore, there is no justification for the plaintiffs to file this suit.

3.16) The Respondent further contends that, since the plaintiffs have no legal right over the suit property and have filed the suit without any supporting documents based on false information it was only when the encumbrance on the suit property was

checked on 02.08.2022 that the defendant's fraudulent act became known and the claim that interest was paid until 13.03.2022 is false, and filing this suit based on that is wrong. There is no cause of action for this suit. Furthermore, from 13.03.2014 to 13.03.2022, neither the 1st plaintiff nor his father paid any amount to the defendant for the loan. Furthermore, the 1st plaintiff did not pay the principal of Rs.75,000/- or the interest of Rs.5,275/- to the defendant on 28.07.2022. Furthermore, on 01.08.2022, the defendant was not asked to come to the Sub-Registrar's office. On 11.08.2022, the 1st plaintiff did not come with mediators to request cancellation of the sale deed. All these events are blatant lies. The plaintiffs and their family members have not obtained any loan from the defendant. The plaintiffs and their family members, only after receiving the rightful benefits related to the suit property, executed a sale deed and gave possession to the defendant. The defendant is currently in possession and enjoyment of the suit property. Furthermore, on 01.03.2023, the defendant held a panchayat before village panchayatars in front of the plaintiffs and spoke to them. In that panchayat, the plaintiffs, having promised to withdraw the case and settle it, continued the case at the last minute. The above facts are within the knowledge of the defendant and he is prepared to prove them through witness testimony during the trial.

3.17) The Respondent therefore submits that since this original suit lacks a genuine cause of action because the plaintiffs, despite having no right of title, received benefits as per the sale deed and executed it to the defendant, and thereafter lodged false causes of action in the plaint; because false events have been fabricated and joined together, violating the Indian Evidence Act; because the remedies mentioned in the plaint are clearly barred by the Limitation Act; because the plaintiffs have no cause of action because the plaintiffs' suit is barred by multiple legal provisions it is necessary for the

this Court to properly examine all documents and evidence and then dismiss the suit. The defendant prays this Court to dismiss this petition accordingly.

4) Point for consideration:-

Whether the Petitioners/Plaintiffs are entitled for the relief as prayed for?

5) No oral and documentary evidences were adduced on both sides.

6) Heard, both sides learned counsels. Records perused. This Interlocutory Application has been filed by the Petitioners/Plaintiffs seeking for a relief of Ad-interim Injunction restraining the Respondent/Defendant from in any manner alienating or encumbering the suit property pending disposal of the suit. The core claim of the petitioners is that, on 13.03.2014, the plaintiffs and their family members executed a loan/mortgage deed in favour of the defendant for Rs.75,000/- at 1.25% interest per month. They allege that the defendant fraudulently substituted a registered sale deed (Doc. No. 1266/2014) in place of the loan deed, without their knowledge. They further allege that they continued paying interest until 13.03.2022 and repaid the principal of Rs.75,000/- along with interest of Rs.5,275/- on 28.07.2022, after which the defendant refused to cancel the deed and demanded Rs.15,00,000/- instead. Per contra, the Respondent/Defendant stoutly denies the allegations of fraud and contends that the transaction dated 13.03.2014 is a true and valid, executed voluntarily by the plaintiffs and their family members for valuable consideration. It is further contended that possession was also handed over, patta has been transferred, and the Respondent/Defendant is in enjoyment of the property. The Respondent/Defendant also raises a specific plea of limitation stating that the suit filed in the year 2022 to cancel a document of the year 2014 is clearly barred by time. The defendant further disputes the

alleged repayment and asserts that the entire story of loan and fraud is false and created for the purpose of the case and prayed for dismissal.

6.1) On a careful consideration of the pleadings of both sides, it is seen that the entire dispute revolves around serious and complicated questions of fact namely, (i) the true nature of the document dated 13.03.2014, (ii) whether the same was executed as a security for loan or as an outright sale, (iii) whether it was obtained by fraud or misrepresentation, (iv) whether the plaintiff continued in possession, and (v) whether the suit is barred by limitation. These issues cannot be decided merely on the basis of affidavits and pleadings. They necessarily require full fledged trial, examination of witnesses and marking of documents. At this interlocutory stage, this Court cannot undertake a roving enquiry or render findings on such disputed questions of fact. It is a settled principle of law that interim relief cannot be granted when the very foundation of the petitioners claim seriously disputed and requires proof by evidence. The burden lies heavily upon the plaintiffs to establish their case during trial. Further, this court is of view as, the relief sought in this application is substantially connected with the main relief sought in the suit, namely cancellation of the sale deed. Granting an injunction at this stage, without adjudication of the core issues, would virtually amount to prejudging the matter. It is also to be noted that the plea of fraud, repayment of loan, and continued possession are all matters which must be strictly proved by the petitioners/plaintiffs by adducing cogent evidence. Likewise, the respondent/defendant has to prove the genuineness of the sale transaction and possession. Hence, the rights of the parties can be conclusively determined only after appreciation of evidence on both sides. Based upon the cumulative discussions made above, this Court is of the considered view that this petition cannot be decided at this stage, and the issues involved in the suit can be decided only after letting in evidence by both parties during trial.

7) In result, this Interlocutory Application is dismissed. No cost.

This order is dictated to the typist, typed by her, corrected by me and pronounced in the open court in the 16th day of April,2026.

**District Munsif,
Sankari.**

Encl:

Petitioners side Witnesses & Exhibits:- NIL

Respondents side Witnesses & Exhibits:- NIL

**District Munsif,
Sankari**