

IN THE COURT OF THE PRINCIPAL DISTRICT MUNSIF AT VALLIYOOR

PRESENT: THIRU J. ANNS RAJA B.A., B.L.,
PRINCIPAL DISTRICT MUNSIF,
VALLIYOOR.

Monday, the 08th day of September 2025

திருவள்ளூர் ஆண்டு 2056 ஸ்ரீவிசுவாவசு வருடம் ஆவணி மாதம் 23-ம் நாள் திங்கள்கிழமை

IA No.02/2024 in O.S.No.84/2024

A.Jeya

... Petitioner / Plaintiff

/Vs/

1. N.Gnanadas

2. V.John Bosco

... Respondents / Defendants

This petition has been came up before me for final hearing on 06.08.2025 in the presence of Thiru.M.Krishna Sreethar, the learned counsel for the petitioner, Thiru.J.Xavier Charles the learned counsel for the respondent no.2, respondent no.1 called absent set exparte and this court upon perusal and consideration of oral arguments and the case records and having stood over-under consideration till this date, this court delivered the following

ORDER

This petition has been filed for temporary injunction to restrain the respondents/defendant no.1 and 2 or her men or agent not to disturb or from

interfering in any way in the petitioner/plaintiff peaceful possession over the plaint schedule property till the disposal of the suit and thus render justice.

1. Brief averments of the Petition :

The petitioner has filed the suit to declare the decree and judgment passed by Principal District Munsif, Valliyoor in O.S.No.256/2012 dated 15.12.2012 as null and void.

In Tirunelveli District, Levinjipuram Village in S.F.No.516 2 Acres 5 cents of property is located. In that extent on 29.10.2002 the 1st respondent has purchased the suit property. Later, from 1st respondent the petitioner has purchased the suit property through sale deed document no.1264/2011 dated 06.04.2011. After purchasing the suit property patta has been mutated in the name of petitioner and joint patta no.3180 for the S.F.No.516 has been issued in the name of petitioner.

When petitioner decided to sell the suit property for his financial needs and took online encumbrance certificate on 10.05.2024. The petitioner founded that on 03.11.2023 the suit property has been executed and registered by Principal District Munsif Valliyoor in favour of 2nd respondent. So, petitioner questioned to respondent no.1 about the execution of sale deed dated 03.11.2023 by Principal District Munsif, Court in favour of respondent no.2. For that that the respondent no.1 assured that he will clear all the encumbrance with respect of suit property. But, respondent no.1

fail do so. So, petitioner has gave a police complaint to Palavoor Police station on 09.07.2024 and CSR No.483/2014 has been issued by police.

Later, the petitioner approached The Hon'ble Principal District Munsif Court, Valliyoor and founded that the respondent no.1 and respondent no.2 has entered in to an sale agreement dated 15.12.2010 with respect of suit property 2 cents and other property 3.50 cents totally 5.50 cents comprised in S.F.No.516 of Levinjipuram Village for the sale price of Rs.90,000/-. On 15.12.2010 itself the 2nd respondent has paid on amount of Rs.80,000 /- and balance amount of Rs.10,000/- to be paid on or before 14.12.2011. The 1st respondent has not performed his contract. So, the 2nd respondent has filed suit in O.S.No.256/2012 on the file of Principal District Munsif Court, Valliyoor. In that suit 1st respondent remained exparte and suit was decreed in favour of 2nd respondent. Later, the 2nd respondent filed E.P.No.9/2021 for execution of decree passed in O.S.No.256/2012. So, the Hon'ble District Munsif Court Valliyoor has executed the sale deed on 03.11.2023 for respondent no.1 with respect of suit property in favour of respondent no.2.

The petitioner has purchased the property on 06.04.2011 itself from 1st respondent for valid consideration. After selling the property the 1st respondent with ill motive to cheat the petitioner has colluded with the 2nd respondent and created a fake unregistered sale agreement dated 15.12.2010. On the basis of unregistered sale agreement the 2nd respondent filed suit in O.S.No.256/2012 and obtained execution of sale deed dated 03.11.2023 through E.P.No.09/2021. On verifying the encumbrance

certificate by 2nd respondent he may have come to knowledge about the sale deed dated 06.04.2011 executed by respondent no.1 infavour of petitioner. The respondent no.2 has not mentioned in the plaint of O.S.No.256/2012 that he verified encumbrance certificate with respect of suit property and also not filed the encumbrance certificate. The respondent no.2 has purposely left the petitioner in O.S.No.256/2012 and obtained decree. Taking advantage of sale deed dated 03.11.2023 the respondent no.2 has mutated his name in joint patta no.3180 with respect of suit property and now the respondent no.2 is disturbing petitioner peaceful and enjoyment of the suit property. Hence, the petitioner prays the to disturb or from interfering in any way in the petitioner/plaintiff peaceful possession over the plaint schedule property

2. Brief averments of the counter statement filed by the respondent no.2:

It is true that 1st and 2nd respondent has entered in to a sale agreement dated 15.12.2010. It is true that 2nd respondent has filed suit for specific performance in O.S.No.256/2012 against respondent no.1 and obtained decree and judgment. It is true that respondent no.2 has filed E.P. No. 02/2021 and obtained execution of sale deed dated 03.11.2023 with respect of suit property from the hands of Principal Munsif Court, Valliyoor.

The petitioner has no title, possession and enjoyment of the suit property. The petitioner should have verified the encumbrance certificate with respect of suit

property before purchasing it from respondent no.1. The petitioner has well knowledge about the sale agreement dated 15.12.2010 before purchasing the suit property from respondent no.1. The petitioner is not entitled to seek injunction relief against respondent no.2 who is the true owner of the property. The petitioner has no cause of action to file petition. Hence, petition is to be dismissed.

Whether the petition is to be allowed (or) not?

3. On considering, both sides pleadings, arguments it is founded that the suit property was originally belonged to respondent no.1. According to petitioner he has purchased the suit property from respondent no.1 through Ex.P2 sale deed dated 06.04.2011 and he was in possession and enjoyment of the suit property. Further, petitioner pleaded that the Ex.P1 sale agreement dated 15.12.2010 entered between respondent no.1 and respondent no.2 is a forged unregistered sale agreement. Only on the basis of unregistered forged sale agreement the respondent no.2 has obtained Ex.P6 decree and judgment in O.S.No.256/2012 against respondent no.1 and also filed Ex.P7 Execution petition 9/2021 and through the Principal District Munsif Court, Valliyoor has obtained Ex.P8 sale deed dated 15.09.2023. With respect of suit property in the year of 2011 itself Ex.P3 Joint patta has been mutated in the name of petitioner. So, petitioner claimed that the said Ex.P8 sale deed will not bind petitioner and Ex.P8 sale deed is null and void.

Per contra, the respondent no.2 claims that the petitioner has well knowledge about the Ex.P1 sale agreement dated 15.12.2010 and after knowing the sale agreement only she has purchased the suit property through Ex.P2 sale deed and the respondent no.2 was in possession and enjoyment of the suit property.

4. Petitioner claims that she has purchased suit property in the year of 2011 itself. But, respondent no.2 claims that their was a Ex.P1 sale agreement was entered between respondent no.1 and 2 in the year of 2010 itself and he obtained Ex.P8 =R1 sale deed dated 15.09.2023 through Principal District Munsif Court, Valliyoor. The suit property in a vacant land. Now, both petitioner and respondent no.2 claims that they are in possession and enjoyment of the property. Only at the time of trial who is the bonafide purchaser of the suit property and who is in possession of the suit property will come into light. Therefore, both parties must maintain status quo till the disposal of the suit. Both parties should not encumber the suit property till the disposal of the suit.

In the result, petition is allowed, with following condition,

i) Both parties shall maintain status quo with respect of suit property till the disposal of the suit.

ii) no costs.

This Order dictated to the Steno-Typist, directly typed in computer by her, corrected and pronounced by me in open Court, on 08th day of September 2025.

Principal District Munsif,
Valliyoor.

Witnesses examined on the side of petitioner: Nil

List of Documents on the side of the petitioner:

Exhibits	Dated	Documents	Type
Ex.P1	15.12.2010	Sale agreement deed	Court certified copy
Ex.P2	06.04.2011	Sale deed	Online download certified copy
Ex.P3	30.08.2024	Patta No.3180	Online download copy
Ex.P4	14.06.2012	Legal notice	Court certified copy
Ex.P5	-	Plaint in O.S.No.256/2012	Court certified copy
Ex.P6	10.12.2012	Judgment and decree in O.S.No.256/2012 on the file of Principal District Munsif Court, Valliyoor	Court Certified Copy
Ex.P7	20.11.2021	Petition in E.P.No.09/2021 on the file of Principal District Munsif Court, Valliyoor	Court certified copy
Ex.P8	15.09.2023	Sale deed	Online download certified copy
Ex.P9	09.11.2023	Order in E.P.No.09/2021 on the file of Principal District Munsif Court, Valliyoor	Court certified copy
Ex.P10	09.07.2024	Complaint copy	True copy

Ex.P11	-	1 st defendant statement to plaintiffs complaint before Pazhavor Police station	
Ex.P12	-	CSR receipt	Original
Ex.P13	25.07.2024	Encumbrance certificate 01.01.2000 to 24.07.2024	Online download copy
Ex.P14	04.09.2024	Encumbrance certificate from the year of 01.11.2023 to 03.09.2024	Online download copy

Witnesses examined on the side of respondent: Nil

List of Documents on the side of the respondent :

Exhibits	Dated	Documents	Type
Ex.R1	15.09.2023	Sale deed	Online download certified copy
Ex.R2	-	Patta No.3180	Online download copy
Ex.R3	-	Petition receipt	Original

Principal District Munsif,
Valliyoor.

Principal District Munsif Court,

Valliyoor

I.A.No.02/2024 in

O.S.No.84/2024

Draft/Fair Order

Dated:08.09.2025