

**IN THE COURT OF THE ADDITIONAL DISTRICT JUDGE,
TENKASI**

Present: Thiru. S.MANOJKUMAR, M.A., M.L.,
Additional District Judge, Tenkasi

Monday the 23rd day of March 2026

I.A.No.3/2025

in

O.S.No.212/2025

CNR No. TNTS-01 004464 2025

Biju Francis K Petitioner / Plaintiff

Vs.

1. J.Vijayan
2.Cheley Respondents / Defendants

This Petition came up before this Court on 13.03.2026 for final hearing, in the presence of Thiru.P.G.Santhosh kumar, Advocate appeared for the Petitioner and Thiru.Thattathumala S. Anilkumar, Advocate appeared for the Respondents and upon hearing the arguments on both sides and having stood over for consideration till this day this Court delivers the following.....

ORDER

This Petition is filed by the Petitioner under Order 39 Rule 1 and 2 and Section 151 of CPC prays to pass an order of temporary injunction restraining the Respondents/Defendants, their men, agents, representatives or any person claiming through them from alienating, encumbering or creating any 3rd party rights in the 20-1/2 cents in S.No.730/3A, Thippanampatti village, till the disposal of the suit.

2. **The averments stated in the Petition in brief are as follows :**

The Petitioner in this Petition is the Plaintiff in the Original Suit. The Original Suit was filed by this Petitioner / Plaintiff for the relief of Specific Performance of the sale agreement dated 18.08.2002 in respect of 20-1/2 cents of land in Survey Number 730/3A, Thippanampatti village besides consequential reliefs for damages, goodwill and permanent injunction. The Petitioner / Plaintiff entered into a sale agreement with 1st Respondent / Defendant for the purchase of property measuring 62 cents in S.No.730/3A situated at Thippanampatti village along with building No.14/33-6 and the running business "Aiden Aqua Foods and Beverages" located with the value of RO Plant, Filling plant and machineries is Rs.35,00,000/- , value of building is Rs.1,00,00,000/- , value for Patent and Trade mark is Rs.1,00,000/- , value of 62 cents of land is Rs.91,00,000/- and Rs.1,00,000/- for the Good Will of the company and the said agreements were formalized by two written arguments dated 16.07.2021 and 18.08,2022. The total sale consideration for the property and business was fixed at Rs.3,75,00,000/- and in accordance with the said agreement the Petitioner / Plaintiff paid Rs.2,11,56,700/- through bank transfers and Rs.1,25,000/- by cash totally a sum of Rs.3,36,56,700/- paid to the 1st Defendant. The cash component was sourced from the sale proceeds of the petitioner immovable property. At this juncture, the 1st Defendant gas sold the 20-1/2 cents to his daughter, the 2nd Defendant on 18.11.2022 with full knowledge of the existing sale agreement. Further, the Defendants have wrongfully alienated an extent of 42 cents to the seven different persons along with commercial building and machineries. The Petitioner / Plaintiff always ready and willing to perform his part of contract, but the 1st Defendant willfully and without just cause failed to execute the sale deed

within the stipulated four month period. The Petitioner has lodged multiple police complaints including on 22.10.2024 and 16.07.2025 against the Respondents for threats and fraud, but no effective police action has been taken so far, which increases the imminent danger of further alienation. If the Respondents succeed in alienating the remaining 20-1/2 cents and the business, the subject matter of the suit will be lost forever and the Petitioner's claim will be rendered infructuous. Therefore, it is necessary to pass an order of temporary injunction against the Respondents / Defendants till the disposal of the suit.

3. **The averments stated in the Counter in brief are as follows:-**

The Petition is not maintainable and the Petition averments are all false. The alleged agreement dated 18.08.2022 between the Plaintiff and Defendants in respect of schedule property is a false and fabricated. It is admitted that a sale agreement dated 21.12.2020 and a memorandum of understanding dated 25.02.2021 were entered into between the Plaintiff and the 1st Defendant for the purchase of 62 cents of property including the water plant and its machinery and the Plaintiff paid an advance amount of Rs.99,00,000 under the said agreement out of total sale consideration of Rs.3,75,00,000/- and the original sale agreement was in the possession of Plaintiff. When the 1st Defendant requested the return of the original agreement dated 21.12.2020, the Plaintiff deliberately failed and neglected to do so with the intention of fabricating subsequent documents dated 16.7.2021 and 18.08.2022. The signatures appearing in the alleged documents purported to be those of the 1st Defendant are forged and the said fabricated documents now form the false basis of the present suit. The alleged relationship between the 1st and Defendant and 2nd Defendant has been deliberately misrepresented and manipulated by the Plaintiff with the intention of misleading this Court. The transaction related with 20-1/2 cents of property between the 1st Defendant and the 2nd Defendant was a

bonafide transaction effected for valid and proper consideration of Rs.20,00,000/- The 1st Defendant never sold, transferred or agreed to transfer the trademark or goodwill of the company to any person. It is true that the 40-1/2 cents included a commercial building, machinery and a water filling plant. The genuine sale agreement and Memorandum of understanding between the Plaintiff and the 1st Defendant is dated 21.12.2020 and 25.02.2021 respectively. Under that agreement, the Plaintiff was required to pay the balance amount and complete the sale on or before 31.03.2021, but the Plaintiff violated the terms and failed to perform within the stipulated period. After lapse of one year, on 18.11.2022, the 1st Defendant sold 20-1/2 cents of vacant land without any buildings or construction in favour of 2nd Defendant. Only subsequent to the execution of sale deed in respect of the said 20-1/2 cents of vacant land, the 2nd Defendant obtained a building permit for a construction and managed to construct a building by exerting loan from bank. The property which was originally agreed to be sold for a consideration of Rs.3.75 crores and which would have fetched not less than Rs.4 crores + as on date was compelled to be sold for less than half of its market value. The 1st Defendant was always ready to execute the sale deed at any time on receipt of the balance consideration. After the expiry of original agreement dated 21.12.2020 and Memorandum of undertaking dated 25.02.2021 the Plaintiff did not pay any amount to the 1st Defendant as consideration under the alleged agreements. After several months from the expiry of the original agreement, the 1st Defendant sold 40-1/2 cents of the property which was standing in the Plaintiff's benami name and the remaining 20-1/2 cents of waste land was subsequently sold to the 2nd Defendant. The Plaintiff has no Prima facie case and balance of convenience is entirely in favour of Defendants. Hence the Petition is to be dismissed.

4. There is no oral evidence and documents marked on both sides.

5. **The point for consideration is:**

"Whether this Petition is to be allowed ?"

6. **Point:-**

The learned counsel for the Petitioner has argued that the Petitioner in this Petition is the Plaintiff in the Original Suit. The Original Suit was filed by this Petitioner / Plaintiff for the relief of Specific Performance of the sale agreement dated 18.08.2002 in respect of 20-1/2 cents of land in Survey Number 730/3A, Thippanampatti village besides consequential reliefs for damages, goodwill and permanent injunction based upon sale agreement dated 16.07.2021 and 18.08.2022. It is the contention of the Petitioner / Plaintiff that the Defendants have wrongfully alienated an extent of 42 cents to the seven different persons along with commercial building and machineries and the Petitioner / Plaintiff always ready and willing to perform his part of contract, but the 1st Defendant willfully and without just cause failed to execute the sale deed within the stipulated four month period and the Petitioner has lodged multiple police complaints including on 22.10.2024 and 16.07.2025 against the Respondents for threats and fraud, but no effective police action has been taken so far, which increases the imminent danger of further alienation and if the Respondents succeed in alienating the remaining 20-1/2 cents and the business, the subject matter of the suit will be lost forever and the Petitioner's claim will be rendered infructuous and therefore, it is necessary to pass an order of temporary injunction against the Respondents/Defendants not to alienate or encumber the property till the disposal of the suit and hence the Petition may be allowed.

7. The learned counsel for the Respondents has argued that the alleged agreement dated 18.08.2022 between the Plaintiff and Defendants in respect of schedule property is a false and fabricated. It is averred that a sale agreement dated 21.12.2020 and a memorandum of understanding dated 25.02.2021 were entered into between the Plaintiff and the 1st Defendant for the purchase of 62 cents of property including the water plant and its machinery and the Plaintiff paid an advance amount of Rs.99,00,000 under the said agreement out of total sale consideration of Rs.3,75,00,000/- and the original sale agreement was in the possession of Plaintiff. When the 1st Defendant requested the return of the original agreement dated 21.12.2020, the Plaintiff deliberately failed and neglected to do so with the intention of fabricating subsequent documents dated 16.7.2021 and 18.08.2022 and the signatures appearing in the alleged documents purported to be those of the 1st Defendant are forged and the said fabricated documents now form the false basis of the present suit. It is further contention of the Respondents / Defendants that the 1st Respondent was always ready to execute the sale deed at any time on receipt of the balance consideration and after the expiry of original agreement dated 21.12.2020 and Memorandum of undertaking dated 25.02.2021 the Plaintiff did not pay any amount to the 1st Defendant as consideration under the alleged agreements and after several months from the expiry of the original agreement, the 1st Defendant sold 40-1/2 cents of the property which was standing in the Plaintiff's benami name and the remaining 20-1/2 cents of waste land was subsequently sold to the 2nd Defendant and therefore the Petition is to be dismissed.

8. Heard both sides. Records perused. The main contention of the Petitioner is that the Petitioner has entered into a sale agreement with the 1st Respondent / 1st Defendant for purchase of the suit property along with business and had paid substantial consideration. It is alleged that the

1st Respondent, with full knowledge of the agreement, has alienated portions of the property to third parties including the 2nd Defendant and it appears that the Respondents are attempting to evade the execution of sale deed regarding the schedule property and therefore, it is necessary to pass temporary injunction against the Respondents / Defendants not to alienate or encumber the property till the disposal of the suit. On the other hand the Respondents / Defendants contended that the alleged agreement dated 18.08.2022 is false and fabricated. According to them, the only valid agreement is dated 21.12.2020 along with Memorandum of Understanding dated 25.02.2021, under which the Plaintiff paid only Rs.99,00,000/- as advance and failed to perform his part within the stipulated time.

9. On perusal of the above contentions and available records, it is seen that the execution and validity of the alleged agreement dated 18.08.2022 are seriously disputed by the Respondents/Defendants. The specific plea of Respondents/Defendants is fabrication and forgery, which are matters requiring full trial. The admitted fact of Respondents that earlier agreements dated 21.12.2020 and 25.02.2021 existed between the parties. However, the Petitioner / Plaintiff has not produced sufficient material at this stage to establish the genuineness and enforceability of the subsequent agreement relied upon by him. Regarding the alienation of property in favour of the 2nd Respondent is also a matter to be decided during trial. Further, the Respondents / Defendants are in possession of the schedule property and have already effected transactions, hence, granting injunction at this stage would adversely affect their rights. In such circumstances, this Court is of the considered view that the Petitioner has not made out a prima facie case or proved that balance of convenience is in favour of Petitioner / Plaintiff and so this Petition is to be dismissed.

In the result, this Petition is dismissed.

Dictated to the Steno typist, typed directly by her in Computer corrected and pronounced by this Court, on this the 23rd day of March 2026.

Additional District Judge,
Tenkasi

Witnesses examined and documents marked on both sides

Nil

Additional District Judge,
Tenkasi

Additional District Court,
Tenkasi
I.A.No.3/2025 in
O.S.No.212/2025
Dated:23.03.2026
Order (Fair).

