

IN THE COURT OF THE IV ADDITIONAL DISTRICT MUNSIF OF
COIMBATORE

Present : Selvi.N.Yazhini,B.A.L.L.B (Hons).,
IV Additional District Munsif, Coimbatore

Thursday the 25th Day of September 2025

I.A. No. 3 of 2025 in

O.S. No. 530 of 2025

M/s.Coconut Grove Flat Owners Association, Coimbatore

Represented by its President

... Petitioners / Respondent / Defendant

/Vs/

M/s Ramani Realtors Private Ltd.,

Represented by its Managing Director

...Respondent / Petitioner / Plaintiff

This petition is coming on this day for final hearing before this court in the presence of Thiru.Anandan, Learned Counsel for the Petitioners / Respondent / Defendant and Thiru.R.Sivakumar, Learned Counsel for the Respondent / Petitioner / Plaintiff and upon perusing the material records and having stood over for consideration till this day, this court delivers the following

ORDER

1. PRAYER : This petition has been filed Under order 39 Rule 4 of CPC to pass an order to vacate the ad-interim injunction order passed on 25.06.2025 against the petitioner.

2. GIST OF THE PETITION WOULD RUN AS FOLLOWS:

2.1. The petitioner submits that the respondent / plaintiff is a promoter, builder and developer of the Ramani's Coconut Grove Apartments situated at Singai Nagar, Singanallur, Coimbatore. The respondent along with the land owner one S.S.Ramakrishnan jointly developed the above said Apartment in the year 2011. The above apartment project consists of 256 flats in four separate buildings that named as Towers 1, 2, 3 and 4. The respondent assured the purchasers to provide very quality building constructions and hand over the flat within the stipulated period with all specifications and amenities such as Garden, Swimming pool, Children Play Area, Club house, Party Hall, Kids Room, Sewage Treatment plant, Rain Water Harvesting, Corporation Drinking Water Supply, Intercom and etc., All these Specifications and amenities had been enumerated in the said construction agreement itself.

2.2. The petitioner further submits that the said agreement, the respondent had to complete the constructions and handover the possession of the flat to the purchasers within the period agreed in the said particular agreements. But the respondent did not complete the constructions within the said period inspite of

repeated demands of the purchasers. The respondent complete the constructions only after 4 years and handed over the completed the constructions only after 4 years and handed over the possession of the flat to the purchaser with very long delay of 2 to 3 years. They suffered lot of hardships and heavy monetary loss because of said inordinate delay by the respondent in handing over the flats.

2.3. The petitioner further submits that flat owners preferred complaints before the Tamil Nadu Real Estate Regulatory Authority in C.No.147/2017, C.No.38 to 44/2018 against the respondent. In the said case itself, the respondent assured the arrange A.C. for the Gym within a week. The said authority passed a final order on 10.02.2020 directing the respondent to complete the swimming pool by 30.09.2020 and provide all other common amenities as per Construction agreements. But the respondent not yet provided the Swimming Pool and A.C. for Gym and some other amenities. The respondent construction only 3 overhead water tank out of four tanks to the Tower 1 and 2 which are not at all sufficient for said towers. As such corporation drinking water connection is not at all provided for all the tower buildings. Respondent obtained corporation water connection for tower 4 only which consists 32 flats. Still there is no corporation drinking water connection for other towers. Thus the amenity of intercom that assured in the said agreement is not yet provided to our members. As such CCTV system also not at all properly provided, out of 21 cameras only 6 are visible.

2.4. The petitioner submits that, the respondent collected Rs.75000/- each from the flat owners at the time of sale towards property tax assessment and name change of the property tax and electricity service connections, but he failed to do the same. The petitioner states that, the respondent approach road from the Vellalore Main Road upto the entrance of the apartment is a mud road. The respondent to made it as tar road with sufficient street lights, but lapse of 11 years , still now not at all complied the same and facing more difficulties in night time without street lights and rainy season.

2.5. The petitioner submits that, respondents collecting monthly maintenance charges from the owners for last 12 years and providing clearing, waste collection, one security, electricity charges for common areas. But the respondent not at all used to issue receipts in it own name but in the name of one Jayalakshmi Goods carrier and services inspite of repeated insistence of our members. The petitioner further submits that, the respondent has to paint the entire building with double coat at the time of finishing of the construction of the building, but he painted the building in single coat not yet painted another coat.

2.6. The petitioner submits that, some other flat owners preferred petitioner before the District Collector and various authorities and Singanallur Police Station on 06.01.2025. The petitioner stated above, the amenities viz Sewage Treatment Plant, Kids Room, Party Hall room and Gym are constructed in

violation and are under the Notice cover of the Corporation. Besides the swimming pool, intercom and drinking water for separate towers are not yet provided. Thereafter, couple of our member namely P.Subha Priya and T.Sangeetha issued separate legal notices dated 23.01.2025 and another couple of members K.Kareem Mohideen and V.Chandragandhi also issued separate legal notices dated 12.02.2025 to the respondent calling them to provide the said amenities and pay compensation.

2.7. The petitioner further submits that, the said P.Subha Priya, T.Sangeetha K.Kareem Mohideen and V.Chandragandhi preferred different consumer cases against the respondent and the said land owner before District Consumer Disputes Redressal Commission, Coimbatore in C.C.Nos. 78/2025, 79/2025, 121/2025 and 122/2025 respectively. All the cases are still pending. Since, the respondent does not choose to stop the construction works, we conveyed the same to the corporation authorities. Thereby the corporation again issued a notice dated 18.02.2025 to the respondent to stop the work and attend enquiry on 25.02.2025 which was proved fruitless. Therefore the petitioner association preferred a complaint before the Police Commissioner, Coimbatore on 14.06.2025 and it has been referred to the Singanallur Police station and taken up in C.S.R.No. 843/2025. The petitioner states that the construction license was expired on 27.09.2014 itself. The corporation has already issued above said notices and final order to the respondent to stop the illegal construction in

the Tower 3, but the respondent without abiding the said order, illegally attempts to carryout construction works.

2.8. The petitioner further submits that, association and its members have great responsibility to insist the respondent to not to carryout said illegal constructions and look after that no such illegal constructions are going on as its affects them and the public also. Further, they have right to demand the respondent for the said amenities.

3. GIST OF THE COUNTER WOULD RUN AS FOLLOWS:

3.1. The respondent states that, Respondent/Plaintiff acted as the promoter and builder of “Ramani’s Cocount Grove Apartments” situated at development with the landowner. It is true that, from the very first day of the project launch, may prospective purchasers showed interest, Project also included common amenities such as landscaped gardens and provision for drinking water supply, in keeping with the Respondent/Plaintiff’s established standards. That purchasers entered into Construction agreements with the Respondent/Plaintiff for construction and delivery of their respective flats, and that the landowner executed sale deeds in favour of the purchasers for the undivided share of land.

3.2. The respondents further states that, the obligations of the Respondent/Plaintiff are governed strictly by the terms and conditions of the said agreements, which have been duly observed or are in the process of being fulfilled in accordance with. The Respondent/Plaintiff has at all times acted in

good faith and in accordance with the contractual framework agreed between the parties. The respondents further states that, the delay that occurred was due to circumstances beyond the reasonable control of the Respondent/Plaintiff, including factors in the nature of force majeure and other unforeseen impediments, and not due to any neglect or default.

3.3. The respondents further states, the allegations of “inordinate delay” and of purchasers suffering rental and EMI burdens are misconceived, as such consequences flow from the purchasers’ own financial arrangements and are not recoverable in the present proceedings. This Hon’ble court, in any event, is presently seized only of the interlocutory injunction application and is not the proper forum to adjudicate upon unrelated claims for damages. The petitioner/plaintiff’s own obstructive conduct, including preventing the entry of workers and materials into the premises, has directly contributed to such delays, and the Respondent/Defendant cannot take advantage of its own wrongful acts to claim equitable relief.

3.4. The respondent further states, admitted that certain individual flat owners had approached the Tamil Nadu Real Estate Regulatory Authority(“TNRERA”) in complaint Nos.147/2017,38/2018,44/2018 and others, It is be noted that the filling of such Complaints, however, was entirely at the instance of a few members and does not constitute any binding of default against the Respondent/Plaintiff until adjudicated upon. Benefit of residents, including

provision of emergency power backup, installation of common lighting, laying of pathway, energising electricity connection to common areas, and construction of gymnasium, kids' room, and party hall.

3.5. The respondent further states, respondent/Plaintiff has duly complied with all obligations relating to provision of water facilities, including construction of water tanks and ensuring access to corporation water. In fact, applied for additional corporation water connections and also proposed to install an extra underground tank for the collective benefit of all towers. It is the Petitioner/Defendant Association which has failed to maintain these facilities properly, resulting in non-functionality of certain cameras as alleged.

3.6. The respondents further states that, the Electricity Safety Certificate application was filed, and any minor delay was due to Administrative reasons beyond the control of the Respondent/Plaintiff. It is reiterated that the Respondent/Plaintiff has never failed in its obligations but has substantially complied with the agreed amenities, whereas the Petitioner/defendant Association is deliberately creating false grievances to harass the Respondent/Plaintiff.

3.7. The respondent further states that, It is submitted that the Respondent/Plaintiff has at all times ensured maintenance of the common areas only as an interim arrangement until the Association of flat owners was duly formed, and such maintenance was carried out transparently for the benefit of

all occupants. The allegation that amenities were not provided is denied in entirety. Further, the present forum is not the competent authority to adjudicate matters alleged in para 15. The respondent further states that, it is submitted that the Respondent duly completed the construction in accordance with the sanctioned plan and contract time of handing over possession. However, due to lack of cooperation and consensus among the flat owners themselves, such an Association could not be formed in time. The allegation that the Respondent withheld control or failed to hand over anything is false, misconceived and denied in to.

3.8. The communications issued by the civic body were in the nature of routine clarification, and the Respondent/Plaintiff has been continuously in touch with the authorities to resolve minor procedural matters. Any delay in addressing such mattersz has been solely due to the non-cooperation of the Petitioner/Defendant and certain flat owners, who have obstructed the Respondent/Plaintiff from carrying out rectification and compliance works. It is submitted that certain flat owners, at the instigation of the petitioner/Defendant, have been filing frivolous petitions before various authorities only with the object of harassing the Respondent/Plaintiff. Respondent has always extended cooperation to the authorities, and there has never been any wilful non-appearance. It is submitted that the Respondent has not misled or cheated any of the flat purchasers as alleged. On the contrary, the petitioner/Defendant

Association, With mala fide intention, instigated certain members, including and V. Chandragandhi, to initiate consumer complaints. It is further submitted that the cases referred to are still pending and sub judice, and the allegations made therein cannot be treated as proved or binding upon the Respondent. More importantly, once the said matters are sub judice before the consumer forum, this Hon'ble court cannot rely upon or adjudicate the same issues, and any reference to those proceedings is wholly misconceived and untenable.

3.9. The Respondent states that, at all times acted in accordance with sanctioned plans, valid approvals, and applicable laws. Any works carried out were either approved or pending statutory permissions, and wherever access or cooperation from the petitioner/Defendant or members was required, it was obstructed. Further, this Hon'ble court is not the proper forum to adjudicate upon alleged consumer disputes or claims of third-party purchasers, which are subject to separate proceedings before the consumer forum or other competent authorities. It is submitted that the Respondent/Plaintiff has at all times acted in good faith and has always been ready to provide all amenities for the welfare of the residents.

3.10. The respondents respectfully submitted that the ad interim injunction granted in favour of the Respondent/Plaintiff is completely justified and should continue. The Respondent/Plaintiff has legitimate rights and obligations to complete pending works, provide amenities, and sell the flats which have

already been constructed. Any interruption to such activities caused by obstruction from the Petitioner/Defendant or certain flat owners would cause irreparable loss to the Respondent/Plaintiff, both financially and in terms of reputation, which cannot be adequately compensated in monetary terms.

3.11. It is respectfully submitted that the Respondent/Plaintiff has 30 flats which are yet to be completed and 14 fully constructed flats which are yet to be sold. Completion of these flats and the provision of amenities is dependent upon unhindered access for the Respondent/Plaintiff's personnel. The obstruction is preventing lawful and necessary works from being carried out. It is further submitted that allowing the Petitioner/Defendant to interfere with the Respondent/Plaintiff's personnel or construction activities would not only impede the Respondent/Plaintiff's rights but also defeat the very purpose of the project for the benefit of all flat owners. The Respondent/Plaintiff is ready and willing to ensure that all works are carried out safely, responsibly, and in compliance with approvals and statutory requirements.

4. DISCUSSION AND DECISION:

Whether the petitioner is entitled to the relief as prayed for?

4.1. Heard both sides. Petition filed under order 39 rule 4 CPC filed by the petitioner to vacate the ad interim injunction dated 25.06.2025. counter and written submissions are perused.

4.2. The contention of the petitioner is that the interim injunction was obtained by suppression of material facts. It is their specific grievance that the respondent had failed to complete the project in accordance with the construction agreement and brochure, had not provided essential amenities such as intercom, sewage treatment plant, swimming pool, corporation drinking water supply etc., and had also continued with construction in Tower III without valid construction license, as the original license had expired long back. They rely upon the notices issued by the Coimbatore corporation and orders of TNRERA and consumer forum to show that the builder is in violation of statutory approvals and has suppressed these facts while seeking injunction. It is further contended that the interim injunction is being misused, shield statutory violations, and silence the flat owners who have spent their lifetime savings in purchasing the flats. They further alleged that even the fund and maintenance collections have not been handed over to the association and that the injunction if continued will prejudice the lawful right of owners who are still deprived of promised amenities

4.3. In contra. The respondent on the other side file a detailed counter denying the contention of the petitioner herein. The respondent contends that the project was developed pursuant to a valid joint development agreement dated 14.05.2007 wherein the plaintiff was entitled to 66% undivided share and corresponding flats, While the landowner retained 34%. It is further submitted

that construction was carried out on the strength of valid approvals, and though there were minor delays on account of regulatory hurdles and other conditions, the project has been completed. The respondent asserts that property tax assessment was granted by the Coimbatore corporation for all the flats, which acts as a conclusive proof of lawful completion of the building. They further submit that the ingredients of order 39 rule 4 has not been proved. They further contended that the interior works do not require fresh license, and the petitioner association has no locus standi to question municipal permissions, which are issues solely too dealt in different forum. The respondent further submits that they are in possession of 14 unsold flats and are contractually bound to hand over 30 flats to the landowner. They further contend to discharge these obligations; the plaintiff necessarily requires access to the premises and cannot be obstructed by the association. They contend that the petitioner herein is in fact have to pay Rs. 18,00,000/-. The respondent asserts that the balance of convenience lies in their favor, since obstruction would result in breach of contract and cause irreparable injury to the business.

4.4. On hearing the enquiry, it is clear that both sides have serious dispute regarding the completion of the project, provision of amenities, and the legality of continuing constructions. For deciding and allowing an application under order 39 rule 4 what is primarily to be seen is whether the injunction was

obtained by suppression of material fact or if there is any subsequent change in circumstances.

4.5. The main grievance put forth by the petitioner is that the builder has not provided amenities such as swimming pool, rainwater harvesting and the building license had expired, thereby creating a fear that the project may be subjected to lock and seal action by the corporation. And it is significant to note that the petitioner nowhere denies the plaintiff's ownership and right over the remaining unsold flats or the flats which is to be handed over to the buyers. Their contention rests solely on deficiency in amenities. Assuming that even is such apprehensions exist, the law does not permit the petitioner to obstruct the plaintiffs access or deny its right over the unsold flats. The fear of statutory action cannot be a ground to justify interference by private parties. On perusal of EXP1 a construction license issued by the Coimbatore local planning authority wherein a license was granted for the period of three years . Whether the license expired or amenities remain unfulfilled are matters falling within the jurisdiction of the competent municipal or regulatory authorities and not within the scope of the present application.

4.6. The petitioner contention that permitting the plaintiff to continue construction would necessarily result in lock and seal is disputed in nature. EXP7 which is a notice issued by the Coimbatore municipal corporation to the plaintiff which is a photostat copy and cannot be relied upon and that Such

issues involve disputed questions of fact requiring evidence and cannot be conclusively determine in an interlocutory application. The court is not a competent forum to adjudicate upon the validity of license at this stage, and hence the said plea cannot be a ground for vacating the interim order. The documents relied upon by the petitioner are inconclusive for determining possession and proprietary rights. And the same cannot be taken or treated as conclusive proof for vacating the injunction.

4.7. The contention raised by the petitioner herein relating to amenities, fund and regularity compliance are beyond the scope of the present petition must be adjudicate before the appropriate forum. Thus, the petition does not disclose sufficient grounds to vacate the injunction. the present injunction suit and the petition is confined to interference with the plaintiff's possession and his rights over unsold and constructed flats. the grievances of the petitioner association agitated in other appropriate proceedings.

4.9. On the other hand , no prejudice would be caused to the association by allowing the plaintiff limited access, since issues of amenities and statutory violations are already under scrutiny before competent forums. The plea of suppression raised by the association does not, on the material presently available, justify vacation of the interim order under Order 39 Rule 4 of CPC. The documents exhibited by both parties to the contested rights and will be considered at the time of full-fledged trial.

4.10. Accordingly, this court is of the view that the petitioner has not made out sufficient grounds to vacate the order of adinterim injunction dated 25.06.2025.

In the result, the petition filed under order 39 Rule 4 CPC stands dismissed.

There shall be no order as to costs.

Directly typed by me in my laptop, corrected by me on this day of 25th day of September 2025.

IV Additional District Munsif,
Coimbatore

Petitioner side documents :-

<u>Exhibits</u>	<u>Date</u>	<u>Documents</u>
Ex.P1	27.09.2011	Construction License issued by the Coimbatore Local Planning Authority to the plaintiff
Ex.P2	28.11.2012	Memorandum of Agreement executed between flat owner T.Subhapriya and the plaintiff
Ex.P.3	10.02.2020	Order passed by the RERA
Ex.P.4	10.04.2023	Notice issued by Coimbatore Municipal Corporation to the Plaintiff
Ex.P.5	10.04.2023	Notice issued by Coimbatore Municipal Corporation to the Plaintiff
Ex.P.6	18.08.2023	Notice issued by Coimbatore Municipal Corporation to the Plaintiff
Ex.P.7	18.08.2023	Notice issued by the Coimbatore Municipal

		Corporation to the Plaintiff
Ex.P.8	06.01.2025	Petition to the Police by members of Defendant Association
Ex.P.9	06.01.2025	Receipt in CSR.No.28/2025 issued by Singanallur Police
Ex.P.10		Complaint in C.C.No.78/2025 before Consumer Commission by Flat Owner T.Sangeetha against the plaintiff
Ex.P.11		Complaint in C.C.No.79/2025 before Consumer Commission by Flat Owner P.Subha Priya against the plaintiff
Ex.P.12		Complaint in C.C.No.121/2025 before Consumer Commission by Flat Owner Chandraganthi against the plaintiff
Ex.P.13		Complaint in C.C.No.122/2025 before Consumer Commission by Flat Owner Kareem Mohideen against the plaintiff
Ex.P.14	06.01.2025	Petition to the Police by the Defendant Association
Ex.P.15	06.01.2025	Receipt in CSR.843/2025 issued by Singanallur Police

Respondent side evidence - NIL

Respondent side documents and evidence – NIL-

IV Additional District Munsif,
Coimbatore

Fair / Draft Order

IA.No.3/2025 in

O.S.No.530/2025

Dated: 25.09.2025

IV ADM, CBE