

In the Court of the Principal District and Sessions Judge,

Virudhunagar District at Srivilliputtur

Present:-Thiru.K.Jeyakumar, B.L.,L.L.M.,

Principal District and Sessions Judge,

Monday, the 5th day of January 2026

I.A.No.1/2025

in

C.O.S.No.05/2025

G.Arjunan,

Proprietor, A.M Vinayaga Traders

... Petitioner/Plaintiff

/Vs/

1.S.Maridurai

2.M.Selvi

...Respondents/Defendants

This petition is coming before me on 25.10.2025 for final hearing in the presence of Thiru.Ka.Rajendiran, Advocate for the Petitioner and Thiru.J.Marikumar, Advocate for the Respondents and upon hearing the arguments of both sides and having stood over till this day for consideration this Court delivered the following,

ORDER

The petitioner has been filed this petition under order 38 Rule 5 and section 151 of CPC to pass an order directing the defendants 1 and 2 to furnish security for the amount of Rs.1,05,00,000/- failing which pass an order of attachment before judgment.

2) Brief Averments in the petition as follows:-

(i) The petitioner is the Plaintiff in the Original Suit. The plaintiff has been running a poultry farm in the name of M/s. A M Vinayaga Traders, and P.M. Traders, having office at No.5/7, Patel Road, Palladam Town & Taluk - 641 664, Tiruppur District and the plaintiff is the sole proprietor of the said concern and the present suit is filed in individual capacity as it is a proprietorship concern. The 1st and 2nd defendants have been running broiler chicken retail shop in the name of Selvi broilers and Mopashree broilers at shop No. 1/1134, Pandian Nagar, Virudhunagar and they have been buying poultry products with the plaintiff's erstwhile concern PM Traders since 16.09.2020 and had settled the amounts then and there. The plaintiff has closed his M/s.PM Traders concern during 18.03.2021 supplying poultry products to the defendants from his A.M Vinayaga Traders since 02.11.2021.

(ii) The defendants had an outstanding dues to the extent of Rs.86,31, 867/- as on July, 2023 and tendered 18 cheques drawn with South Indian Bank, Axis Bank and Bank of India, for various sums to the plaintiff's firm towards repayment of the outstanding amounts. The cheque nos. 021028 dated 03.03.2022, south Indian bank for a sum of Rs.3,17,219/- cheque no.021029 to 021034 dated 15.04.2022, 15.05.2022, 15.06.2022, 15.07.2022, 15.08.2022 and 15.09.2022 each for a sum of Rs.5,00,000/- were returned as funds insufficient. Further the Cheque No.099131 drawn with Bank of India, dated 26.02.2022 for a sum of Rs.5,00,000/- was also returned with endorsement funds insufficient. The plaintiff when confronted the defendants' demanding repayment, the 2nd defendant came forward and produced the

original sale deeds standing in her name in document Nos. 2362/2020, 341 to 350/2022, 1976/2022 of Virudhunagar No.R/2 Joint Registrar, Virudhunagar as collateral security for repayment of the outstanding amounts.

(iii) The defendants failed to honour the outstanding amount, the plaintiff stopped the supply of poultry products and irked by the non-supply of products, the defendants came to the plaintiffs house and picked up a fight on 14.06.2023 and the same was reported by the plaintiff to the Palladam Police station and a crime no.879 of 2023 was registered. subsequently after investigation, charge sheet filed on 09.08.2023 under section 448, 294(b), 506(ii) and the same is pending. It is further submitted when the plaintiff refused to supply the poultry products to the defendants, the defendants caused a paper publication on 13.09.2023 admitting the handing over of the original sale deeds by them as security and also the handing over of the cheques mentioned above to the defendants and falsely alleged that some 3rd parties are likely to misuse the documents and cheques for the purpose of filing frivolous cases as against the defendants. Upon causing this malicious paper publication, the defendants started approaching the other poultry suppliers at Palladam, Tiruppur District and thus in order to face the defendants and bring out the truth, the plaintiff was constrained to cause a paper advertisement to alert the general public about the outstanding dues that the defendants has towards the plaintiff, the plaintiff caused a newspaper publication on 19.07.2023 stating the business transaction of the plaintiff and the defendants and the factum of deposit of original title documents towards security for repayment of the outstanding amounts to the plaintiff.

(iv) The plaintiff has several times demanded the due amounts from the defendants with no result and thus with no other alternative, the plaintiff is preferring the present suit praying for recovery of a sum of Rs.90,60,000/- as on date of the plaint together with interest at the rate of 15% per annum till the date of realization.

(v) The balance of convenience and interest of justice wholly requires that this court may be pleased to direct the defendants 1 and 2 to furnish security for the suit amount of Rs.90,60,000/- failing which to attach the immovable property as set out in the schedule hereto pending judgment. The defendant has already caused a paper publication dated 13.07.2023 disowning the dues and attempting to create an impression that the property is likely to be dealt with by third parties and thus it is all the more necessary to injunct the defendants from dealing with the properties whose sale deeds are handed over to the plaintiffs as security. The plaintiff would be put to irreparable injury and hardship in the event of the defendants alienating the properties pending disposal of the suit as the plaintiff would be left without security. Hence, this petition.

3) Brief Averments in the counter as follows:-

(i) The averments made by the petitioner/plaintiff in the petition are wholly false, incorrect and denied. The petitioner/plaintiff is put to strict proof of each and every allegation made in the petition by producing reliable documentary evidence.

(ii) The respondents/defendants are carrying on business in the name and style of Selvi Broilers. The alleged debt referred to in the petition pertains only to Selvi Broilers. Therefore, Selvi Broilers is a necessary and proper party to the suit.

Since Selvi Broilers has not been impleaded as a party, the suit is bad for non-joinder of necessary parties and is liable to be dismissed at limine. Hence, the present petition is not maintainable in law.

(iii) The alleged outstanding amount claimed by the petitioner/plaintiff relates to the purchase of broiler chicken made during the year 2021. The present suit having been filed now for recovery of the said amount is clearly barred by limitation. On this ground also, the suit itself is liable to be dismissed at the initial stage and the present petition is not sustainable.

(iv) The petitioner/plaintiff's concern is a large establishment with considerable financial and manpower strength. Misusing his dominant position, the petitioner/plaintiff intimidated and threatened the respondents/defendants and forcibly obtained the documents mentioned in the plaint, as well as the cheques belonging to the respondents/defendants. Due to such coercion, the cheques were dishonoured for want of sufficient funds. Since the cheques were obtained and misused unlawfully, the petitioner/plaintiff has not initiated any lawful proceedings based on the said cheques. The criminal case referred to in the petition, registered at Palladam Police Station, is a false and fabricated case foisted by the petitioner/plaintiff by abusing his influence, with an intention to harass and extort money from the respondents/defendants.

(v) In order to prevent the illegal and fraudulent acts of the petitioner/plaintiff, the respondents/defendants caused a newspaper publication. By virtue of the said publication, the wrongful acts of the petitioner/plaintiff were

brought to light and restrained. Hence, with a malafide intention to further harass and threaten the respondents/defendants through the court process, the petitioner/plaintiff has filed the present petition.

(vi) The affidavit alleged to have been executed by the respondents/defendants in favour of the petitioner/plaintiff on 05.07.2023 was obtained under threat and coercion. The same was not executed voluntarily or for any lawful consideration. Therefore, the petitioner/plaintiff is not entitled to rely upon the said document or file the present suit or petition based on it.

(vii) The petitioner/plaintiff has not specifically mentioned the dates, bill numbers, or transaction details under which the alleged amounts were advanced to the respondents/defendants. The petitioner/plaintiff has deliberately suppressed the true and correct accounts and is attempting to recover money based on false and fabricated accounts. The petitioner/plaintiff is illegally in possession of the title deeds relating to the properties belonging to the respondents/defendants and is seeking attachment before judgment in contravention of law. Such a relief is wholly unsustainable and untenable. For the alleged liability of Selvi Broilers, the petitioner/plaintiff has no legal right whatsoever to seek attachment of the personal properties of the respondents/defendants. Hence, it is prayed that this Court pleased to dismiss the petition with costs in favour of the respondents/defendants, in the interest of justice.

4) **Now the point for determination is whether the petition can be allowed or not?**

5) Both sides were no oral witness examined. The petitioner side Ex.P1 to Ex.P29 were marked. The respondent side no document was marked.

6) Both side arguments heard. Documents perused.

Point:-

7) The petitioner has been filed this petition under order 38 Rule 5 and section 151 of CPC to pass an order directing the defendants 1 and 2 to furnish security for the amount of Rs.1,05,00,000/- failing which pass an order of attachment before judgment.

8) The petitioner has contended that the petitioner/plaintiff has been running a poultry business. The defendants purchased poultry products from the plaintiff. As on July 2023, a sum of Rs.86,31,867/- was due from the defendants to the plaintiff. The cheques issued by the defendants towards the said dues were dishonoured for the reason "Funds Insufficient". As security for repayment of the outstanding amount, the 2nd defendant handed over the original title deeds of her properties to the plaintiff. As the defendants failed to clear the dues, the plaintiff stopped supplying poultry products. Thereafter, the defendants created a disturbance at the plaintiff's residence. In this regard a criminal case is pending. The defendants made a false newspaper publication. The plaintiff was forced to publish the true facts. The defendants did not pay the amount despite repeated demands. Hence, the present suit has been filed for recovery of Rs.90,60,000/- with interest at 15% per annum and for injunction restraining the defendants from alienating the properties pending

disposal of the suit. Hence, he prays to allow his petition.

9) The Respondents have contended that the allegations made by the petitioner/plaintiff are false and denied. The alleged debt relates only to the business of Selvi Broilers. Selvi Broilers has not been impleaded as a necessary party. Hence, the suit is bad for non-joinder of necessary party. The claim pertains to the year 2021. It is barred by limitation. The documents and cheques were obtained by coercion and misuse of power. Therefore, the same are not reliable. The criminal case mentioned by the petitioner/plaintiff is false and fabricated. The newspaper publication was made only to prevent the illegal acts of the petitioner/plaintiff. The petitioner/plaintiff has no right to seek attachment or injunction against the properties of the respondents/defendants. Hence, the petition is not maintainable and is liable to be dismissed with costs

10) On perusal of the records, it is apparent that the plaintiff has filed the suit against the 1st and 2nd defendants for recovery of a sum of Rs.90,60,000/-. The 1st and 2nd defendants have filed their written statement, issues have been framed, and the matter is posted for trial. At this stage, the petitioner/plaintiff has filed the present petition seeking a direction to the 1st and 2nd defendants to furnish security for a sum of Rs.1,05,00,000/-, failing which to order attachment before judgment. The respondents/defendants have objected to the petition contending that the petitioner/plaintiff has no right to seek attachment or injunction against their personal properties. The claim is only related to Selvi Broilers' business.

Also, the claim is from the year 2021.

11) In the present case, the plaintiff is a sole proprietor running a poultry business. The 1st and 2nd defendants bought poultry products from the plaintiff. The business transactions between them are admitted. The defendants issued 18 cheques for the outstanding dues of Rs.86,31,867/- as of July 2023. On 05.07.2023, the defendants signed an affidavit agreeing to repay the outstanding amount. In the affidavit, they admitted the dues, the issuance of cheques, and submission of certain business documents. When the plaintiff asked for repayment, the 2nd defendant gave the original sale deeds in her name as security.

12) Now, the plaintiff has contended that the defendants are attempting to encumber or alienate the properties in order to defeat the claim and evade repayment. On perusal of the statements, undertaking affidavit, advocate notice, and newspaper publications, it is clear that the transaction between the parties is a commercial transaction and that a substantial amount exceeding Rs.84 lakhs remains due.

13) At this stage, if the defendants are attempt to deal with or encumber the properties in favour of third parties during the pendency of the suit, it would seriously prejudice the rights of the plaintiff. Hence, in order to protect the interest of the plaintiff and in view of the undertaking affidavit given by the defendants, this Court finds it necessary to order attachment before judgment. Accordingly, the petition mentioned properties belonging to the 1st and 2nd defendants are ordered to be attached before judgment.

14) **In the result**, this petition is allowed and accordingly the petition

schedule properties belonging to the 1st and 2nd respondents are ordered to be attached before Judgment. It is directed that the concerned Sub-Registrar to be informed forthwith about the attachment of the petition schedule properties. The petitioner shall pay the necessary batta within a period of one week. Call on 12.01.2026.

Dictated to the Steno-typist, directly computerized by her, corrected and pronounced by me in open Court, this the 05th day of January 2026.

**Principal District and Sessions Judge,
Virudhunagar District at
Srivilliputtur.**

List of witnesses on both side:- NIL

List of Exhibits on the side of the petitioner :-

Ex.P-1	01.04.2021 – 31.03.2022- Ledger statement of A.M. Vinayaga Traders - Photocopy
Ex.P-2	16.09.2020 – 18.03.2021 - Ledger statement of P.M. Traders-Photocopy
Ex.P-3	22.09.2020 – 18.03.2021 -Bank statement of P.M. Traders - Photocopy
Ex.P-4	02.11.2021 – 13.09.2023 -Bank statement of A.M. Vinayaga Traders -Photocopy
Ex.P-5	05.07.2023 - Undertaking affidavit issued by defendants - Original
Ex.P-6	03.03.2022 - Cheque No. 021028 issued by 2 nd defendant (South Indian Bank) for Rs.3,17,219/- Original
Ex.P-7	15.04.2022 - Cheque No. 021029 issued by 2 nd defendant (South Indian Bank) for Rs.5,00,000/- - Original
Ex.P-8	15.05.2022 - Cheque No. 021030 issued by 2 nd defendant (South Indian Bank) for Rs.5,00,000/- - Original with Cheque Return Slip
Ex.P-9	15.06.2022 - Cheque No. 021031 issued by 2 nd defendant (South Indian Bank) for Rs.5,00,000/- - Original
Ex.P-10	15.07.2022 Cheque No. 021032 issued by 2 nd defendant (South Indian Bank) for Rs.5,00,000/- -Original
Ex.P-11	15.08.2022 - Cheque No. 021033 issued by 2 nd defendant (South Indian Bank) for Rs.5,00,000/- - Original

Ex.P-12	15.09.2022 - Cheque No. 021034 issued by 2 nd defendant (South Indian Bank) for Rs.5,00,000/- -Original
Ex.P-13	17.09.2020 - Sale Deed (Doc. No. 2362/2020) -Original
Ex.P-14	20.01.2022 - Sale Deed (Doc. No. 341/2022) -Original
Ex.P-15	20.01.2022 - Sale Deed (Doc. No. 342/2022) -Original
Ex.P-16	20.01.2022 - Sale Deed (Doc. No. 343/2022) -Original
Ex.P-17	20.01.2022 -Sale Deed (Doc. No. 344/2022) -Original
Ex.P-18	20.01.2022 - Sale Deed (Doc. No. 345/2022) -Original
Ex.P-19	20.01.2022 -Sale Deed (Doc. No. 346/2022) -Original
Ex.P-20	20.01.2022 - Sale Deed (Doc. No. 347/2022) -Original
Ex.P-21	20.01.2022 -Sale Deed (Doc. No. 348/2022)- Original
Ex.P-22	20.01.2022 - Sale Deed (Doc. No. 349/2022) - Original
Ex.P-23	20.01.2022 - Sale Deed (Doc. No. 350/2022) -Original
Ex.P-24	14.03.2022 - Sale Deed (Doc. No. 1976/2022) - Original
Ex.P-25	19.07.2023 - Paper publication made by plaintiff - Original
Ex.P-26	13.09.2023 - Paper publication effected by defendant -Copy
Ex.P-27	14.06.2023 - CSR filed by plaintiff with Palladam Police -Copy
Ex.P-28	14.06.2023 - FIR in Crime No. 879 of 2023 -Original
Ex.P-29	03.12.2024 -Mediation report pronounced Mediation Centre at Virudhunagar District- Original

List of Exhibits on the side of the Respondent: NIL

**Principal District and Sessions Judge,
Virudhunagar District at
Srivilliputtur.**

Principal District Court
Srivilliputtur
I.A.No.1/2025 in
C.O.S.No.5/2025
Fair/Draft – Order
05/01/2026