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OA No. 418 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

**DATED: 02-06-2026**

CORAM

**THE HON'BLE MR.JUSTICE K.KUMARESH BABU**

**O.A. No. 418 of 2026**

K Pannerselvam  
S/o.Mr.Krishnamoorthy

..Applicant(s)

Vs.

1. S.Sathish  
S/o.Mr.A.Srinivasan
2. Suganthi.S  
W/o.Mr.S.Sathish
3. The Sub Registrar  
Office of Sub Registration District  
No.11, NGO Colony, Avarapakkam  
Tindivanam, District 604002.

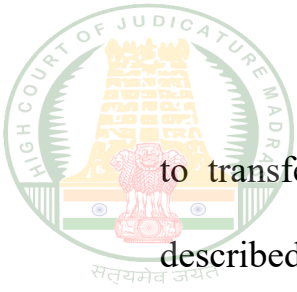
..Respondent(s)

This application filed under Order XIV Rule 8 of Original Side read with Section 9(2)(b) and (e) of the Arbitration and Conciliation Act, 1996, to pass an order of interim injunction restraining the Respondent or his men, agents or anybody acting on his authority to transfer, alienate or encumber or sell the property, which is more fully described as the schedule Property hereunder to any third party.

For Applicant(s): Mr.V.Balasubramani

## **ORDER**

This application filed seeking to pass an order of interim injunction restraining the respondent or his men, agents or anybody acting on his authority



to transfer, alienate or encumber or sell the property, which is more fully described as the schedule-mentioned property hereunder to any third party.

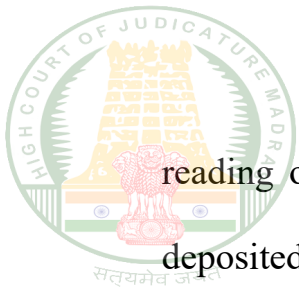
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2. Heard Mr.V.Balasubramani, learned counsel for the applicant.

3. The learned counsel for the applicant would submit that the first and second respondents have borrowed money from the applicant and have also executed a Memorandum of Understanding(MoU) addendum. The application schedule-mentioned property was a security by deposit of title deeds relating to the same and that an arbitration clause has also been agreed upon between them. However, without repaying the loans, an attempt is being made by the respondents 1 and 2 to dispose of the properties. Hence, to protect the applicant's interest in the recovery of money, for which he had also issued notice under Section 21 of the Arbitration and Conciliation Act, 1996, he seeks indulgence of this Court granting an injunction restraining the respondents 1 and 2 from alienating the property.

4. I have considered the submissions of the learned counsel for the applicant.

5. A Memorandum of Understanding(MoU) had been entered between the parties(i.e., applicant with first and second respondents) on 11.05.2023 and a



reading of the same would clearly indicate that the respondents 1 and 2 had deposited title deeds relating to the application schedule-mentioned property towards the security of the loan that they had availed from the applicant.

6. It is the case of the applicant that the cheques that were issued had also been dishonoured and also he had earlier approached for the similar relief, was rejected on the ground as no Section 21 notice had been issued. Currently, Section 21 notice had been issued on 03.04.2026.

7. A *prima facie* case has been made out by the applicant of the money transaction and also the property morefully described in the schedule to the Judges summons had been given as a security. Hence, the balance of convenience is in favour of the applicant for grant of injunction or otherwise, he will be put to irreparable hardship. Hence, there shall be an order of injunction as prayed for.

8. Notice to the respondents returnable in four weeks. Private notice is also permitted.

9. List after four weeks.

*Maya*

**02-06-2026**



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**K.KUMARESH BABU, J.**

*Maya*

*To*

1. The Sub Registrar  
Office of Sub Registration District  
No.11, NGO Colony, Avarapakkam  
Tindivanam, District 604002.

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