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C.M.A.No.2722 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 26.11.2025

CORAM:

THE HONOURABLE **Mrs. JUSTICE R.KALAIMATHI**

C.M.A.No.2722 of 2025

and

CMP.No.23172 of 2025

M/s.General Hi-Vack Electronics Pvt.Ltd.,
Represented by its Director & Authorised Signatory,
R.Suresh Babu .. Appellant/Defendant

vs.

M/s.Quantum Capital and Ventures LLP
A Limited Liability Partnership
Represented by its Designated Partner,
L.K.Mani ... Respondent/Plaintiff

PRAYER: Civil Miscellaneous Appeal is filed under Order XLIII Rule 1 of C.P.C. to set aside the order dated 28.03.2025 passed in I.A.No.1 of 2025 in O.S.No.645 of 2024 on the file of Additional District Court, Hosur.

For appellant : Mr.S.Ravi
for M/s.S.Indumathi Ravi
For Respondent : Mr.P.S.Raman
Senior Counsel
for M/s.M.P.Saravanan



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J U D G M E N T

This Civil Miscellaneous Appeal has been preferred against the Order passed in I.A.No.1 of 2025 in O.S.No.645 of 2024 on the file of the Additional District Court, Hosur.

2. The parties are indicated herein as per their litigative status and ranking before the Trial Court.

3. The respondent/defendant is the owner of suit schedule mentioned property, acquired by him through registered Sale Deed dated 10.06.2022 in Doc.No.11018 of 2022, Sub-Registrar Office, Hosur, Plot No.36A, acre 3.60 cents situated at SIPCOT Industrial Complex, Hosur, comprised in S.Nos.387/1A, (Part), 388/1A(Part), 389/1A(Part) and 390(Part) of Mookandapalli Village, Hosur Taluk (morefully described as suit 'A' schedule property). The said 'A' schedule property was allotted to the defendant by the SIPCOT as per the order of allotment in Ref.No.AD1/ICH/III/76 dated 5.08.1976 and registered Lease cum Sale Agreement dated 12.12.1977 was entered into between the SIPCOT and the defendant in Doc.No.3104/1978, registered in the Office of District Registrar, Madras.



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3.1. The defendant had also changed the name of the Company from

M/s.General Reflectors Private Limited to M/s. General Hivack Electronics Private Limited. The defendant availed financial assistance of Rs.99,00,000/- from M3 Promoters Private Limited to make the payment due to SIPCOT and out of the said funds, the defendant paid the part-payment of Rs.98,64,000/- to SIPCOT in order to purchase the suit 'A' schedule property and to clear its loan, the defendant decided to sell an extent of Acre 1.88 cents of land (81.892.8 sq.ft) (morefully described as suit 'B' schedule property).

3.2. The defendant approached the plaintiff through mediators to sell the suit 'B' schedule property. The defendant agreed to sell the suit schedule property to the petitioner for a total sale consideration of Rs.17,19,74,880 (Rs.2,100 per sq.ft.) and the defendant executed sale agreement dated 24.02.2021 in favour of the plaintiff, agreeing to sell the suit 'B' schedule property for sale consideration of Rs.17,19,74,880/- (Seventeen Crores nineteen lakhs seventy four thousand eight hundred and eighty only) .

3.3. In confirmation of the said sale agreement, the defendant received an advance of Rs.1,99,00,000/- (Rupees one crore and ninety nine lakhs only), in which Rs.99,00,000/-(Rupees ninety nine lakhs only) was

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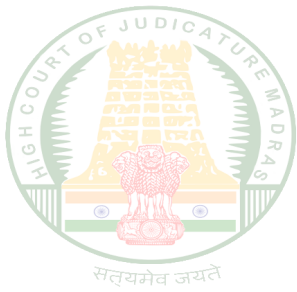
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issued under cheque No.103254 dated 24.02.2021 in favour of M3

Promoters Private Limited on the instructions of the defendant. Since the entire amount was paid to SIPCOT, an amount of Rs.25,00,000/- was paid under cheque No.103252, dated 24.02.2021 and Rs.75,00,000/- were paid under cheque No.103253 dated 24.02.2021 in favour of the defendant. The defendant cleared the loan amount to M3 Promoters Private Limited, out of the amount given by the petitioner/plaintiff.

3.4. The defendant received the advance amount of Rs.1,99,00,000/-, at the time of execution of sale agreement in the presence of witnesses, and agreed to receive the balance sale consideration amount within a period of 24 months from the petitioner, at the time of registration of the sale deed. The defendant agreed to pay all charges of his company and agreed to execute the sale deed in his favour after getting the sale deed from SIPCOT in the name of company of the defendant, and also agreed to change the classification from industrial to commercial purposes from SIPCOT within 24 months from the date of production of the above said documents. SIPCOT issued cancellation order vide No.P-II/SICH/2/General Hivack/76 dated 28.08.2020 for the unutilized portion of land to an extent of Acre 1.84 cents out of Acre 3.60 cents in Plot No.36-A and directed the defendant to execute surrender deed.

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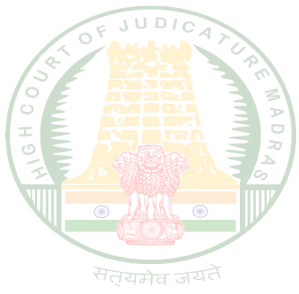


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3.5. The SIPCOT filed an affidavit before the Trial Court to the effect that the purchaser therein to surrender the unutilized land to an extent of Acre 1.84 cents and to get back the amount paid or to pay the land cost of Rs.2,32,52,448/- and avail one year time to implement the project. The defendant agreed to withdraw the writ petition No.13135/2020 and it was dismissed as withdrawn. He agreed to pay the amount of Rs.2,32,52,448/- for the land cost as per requirement of SIPCOT. as the SIPCOT revoked the cancellation order and gave one year time to the defendant to implement the project.

3.6. The respondent sanctioned the land for Rs.1,85,00,000/- as per letter dated 25.03.2022 issued to the defendant, and the said amount was paid by the petitioner under Cheque No.000002 dated 23.04.2022 issued in favour of the defendant as further advance amount towards Sale Agreement dated 24.02.2021. The defendant, after receipt of the payment, issued advance amount receipt dated 23.04.2022 in the presence of witnesses, acknowledging the receipt of payment of Rs.1,85,00,000/-, thereby agreeing to pay total sum of Rs.3,84,00,000/- from the petitioner towards the sale consideration in respect of "B" schedule mentioned property.



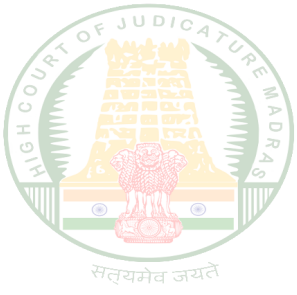
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3.7. At request of the respondent/defendant, the petitioner paid a sum

of Rs.26,00,000/- to the respondent/defendant for payment of registration fees and stamp duties and to get the sale deed from the SIPCOT through RTGS, under cheque No.000004 dated 10.06.2022 issued in favour of defendant as further advance amount in respect of the sale agreement dated 24.02.2021. In respect of the above said payment made by the petitioner/plaintiff, the respondent/defendant issued advance amount receipt dated 23.04.2022 in the presence of witnesses, acknowledging the receipt of payment of Rs.26,00,000/- agreed that the defendant has received total amount of Rs.4,10,00,000/- from the petitioner/plaintiff towards sale consideration in respect of the suit 'B' schedule property.

3.8. The petitioner /plaintiff approached the defendant for several times to execute the sale deed in respect of the 'B' schedule mentioned property. The petitioner was always ready and willing to perform the sale transaction., The defendant could not get sale deed completed on account of the legal procedures to be complied with by the defendant in getting the sale deed from SIPCOT. The defendant had given a request to SIPCOT for the change in the line of activity from manufacture to Hotel industries in respect of the above said property. The said request of the respondent/defendant was rejected .

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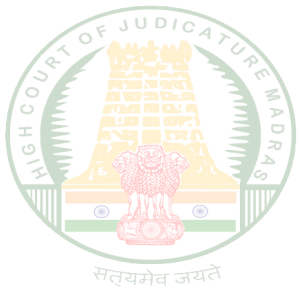


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3.9. The defendant paid the land cost fully on 25.04.2022 after receiving further advance payment from the petitioner, and got the sale deed in the name of defendant company from SIPCOT under a registered sale deed in Doc.No.11018/2022 at the Sub-registrar Office, Hosur. As the Survey numbers mentioned in the said document were incorrect, the defendant got a rectification deed from SIPCOT under rectification deed dated 12.10.2023 in Doc.No.19064/2023 at Sub-Registrar Office, Hosur.

3.10. When the petitioner approached the respondent/defendant, the defendant demanded the petitioner to pay additional amount of Rs.100/-per sq.ft. for the 'B' schedule property. As the respondent/defendant did not comply with the terms of sale agreement, the petitioner caused to issue a legal notice dated 12.09.2024 to the defendant. The defendant issued reply notice dated 17.10.2024, agreed that the payments received from the petitioner in pursuance of the sale agreement entered between the petitioner and the respondent, but denied to perform his part of contract. Hence, the order of interim injunction not to sell the suit schedule property to the third party is taken out by the petitioner/plaintiff.



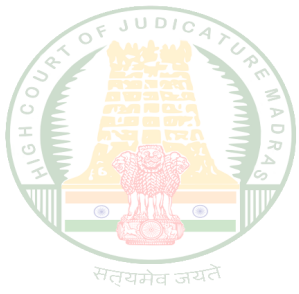
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4. Details of Counter is stated in brief:

It is contended that the respondent never agreed to sell the suit 'A' or 'B' schedule property to the petitioner. The defendant would state that he has not obtained sale deed in his name in respect of 'B' schedule property. The respondent is ready to offer his other property as security for the loan amount. It was executed only for security purpose for the loan obtained from the petitioner.

5. It appears that 'A' schedule property was allotted to the respondent by the SIPCOT as per the order of allotment dated 05.08.1976 and based on registered Lease cum Sale Agreement dated 12.12.1977 (Ex.P2) in Doc.No.3104/1978. The unregistered sale agreement executed by the respondent in favour of the petitioner is Ex.P.1. The respondent received advance amount of Rs.1,85,00,000/- as per letter dated 25.03.2022 (Ex.P12). By way of RTGS, the petitioner paid Rs.26,00,000/- to the respondent under cheque dated 10.06.2022 and receipts issued by the respondent are Ex.P.8 and Ex.P9. It is admitted by the respondent that he received a sum of Rs.4,10,00,000/- from the petitioner .



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6. In the reply, the respondent has denied the execution of sale agreement in favour of the petitioner. This portion of the counter namely, denial of execution of sale agreement, is taken as an attempt to alienate 'B' schedule property to the third party.

7. It appears that the respondent/defendant paid the land cost fully on 25.04.2022 and got the sale deed executed in the name of respondent/defendant company from SIPCOT in Doc.No.11018 /2022 at Sub Registrar Office, Hosur and the connected rectification deed in respect of the survey number is dated 12.10.2023. As the property is purchased as per Ex.P2 and Ex.P4 - Sale Deed under rectification deed and by denial of execution of sale agreement and on the other hand, the respondent has admitted having borrowed a sum of Rs.4,10,00,000/- from the petitioner, if 'B' schedule property is alienated, the petitioner would be put to irreparable loss that cannot be compensated in terms of money.

8. From the above said pleadings and exhibits as mentioned supra, it is pellucid that the respondent has borrowed a sum of Rs.1,99,00,000/-, Rs.1,85,00,000/- and Rs.22,00,000/- from the petitioner and through reply notice, receipt of said payments made by the petitioner are admitted by the respondent. The sale agreement Ex.P1 reads that the respondent agreed

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to sell the B schedule property in favour of the petitioner for a sale consideration of **Rs.4,10,00,000/- (Ex.P.1)**.

9. In consideration of both sides pleadings and the above said documents having admitted that he has received a sum of Rs.4,10,00,000/- from the petitioner, then the interest of justice demands that the interest of petitioner be protracted. In the given circumstances, the petitioner has established prima facie case. Balance of convenience certainly is in favour of the petitioner/plaintiff. In such a view of the matter, the petitioner's contention that if the respondent alienates the suit property, he would be put to irreparable loss is also acceptable. In consideration of the above said details, the trial Court has granted temporary injunction in favour of the petitioner, restraining the respondent from alienating 'B' schedule property till the disposal of the suit. All the ingredients of Order 39 Rule 1 of C.P.C , the trial Court has rightly granted temporary injunction in favour of the petitioner cannot be found fault with. This Court does not find any perversity or infirmity in the findings of the Trial Court.

10. In view of the aforestated narrative, this Civil Miscellaneous Appeal stands dismissed. Sequel to this, Order dated 28.03.2025 passed in I.A.No.1 of 2025 in O.S.No.645 of 2024 on the file of Additional District 10/12



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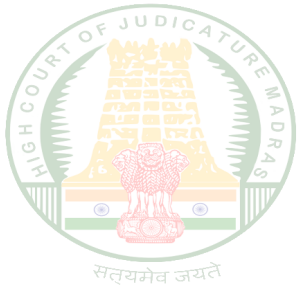
Court, Hosur stands confirmed. The Trial Court shall complete the Trial preferably, within a period of six months from the date of receipt of copy of this Judgment. There is no order as to costs. Consequently, connected miscellaneous petition is closed.

26.11.2025

NCC : Yes/No
Index : Yes / No
Internet : Yes / No
kkd

To

The Additional District Court,
Hosur.



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R.KALAIMATHI, J.

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