

IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

MONDAY, THE 07TH DAY OF JANUARY 2019

THE HON'BLE MR. JUSTICE K.KALYANASUNDARAM

O.A.Nos.1072 and 1073 of 2018

in

C.S.No.775 of 2018

1.A.R.Rafiq
S/o.Ameerjohn

2.Janath
W/o.Rafiq

Both are residing at
No.70, Vengateshwara Nagar, 3rd Street
1st Part, Kodungaiyur
Chennai - 600 118.

...Applicants/Plaintiffs

(Both the Original Applications)

-Vs-

1.Tmt.Uma
W/o.Late.Ramalingam
No.16-A 3rd Main Road
Narayanasamy Garden
Kodungaiyur, Chennai - 600 118.

2.P.Rameshbabu
S/o.Puratharasan
No.38, Devi Karumariyamman Nagar
Kodungaiyur
Chennai - 600 118.

...Respondents/Defendants

(Both the Original Applications)

OA.No.1072 of 2018:

Original Application praying that this Hon'ble Court be pleased to grant an order of injunction restraining the respondents their men or agents or anybody claiming under him from in any manner encumbering or

alienating the suit property pending disposal of the suit.

OA.No.1073 of 2018:

Original Application praying that this Hon'ble Court be pleased to grant an order of injunction restraining the respondents their men or agents or anybody claiming under him from in any manner altering the physical features of the suit property pending disposal of the suit.

These Original Applications coming on this day before this court for hearing, the court made the following order:

In a suit filed for specific performance of the sale agreement, dated 27.03.2018, these applications have been filed seeking order of interim injunction.

2. According to the applicants / plaintiffs, the first defendant is the absolute owner of the suit property and he entered into an agreement with the applicants on 27.03.2018 agreeing to sell the suit property for Rs.49,85,000/-. Based on the agreement, the applicants have paid totally Rs.8,00,000/- to the first respondent. Though the applicants are ready and willing to perform their part of agreement, the first respondent, without even informing the applicants, sold the property to the second respondent on 03.08.2018.

3. The first respondent has filed a detailed counter affidavit stating that the agreement of sale is a forged

one and the first respondent had never entered any agreement with the applicants as alleged. It is further stated that perusal of the agreement would show that the forged signature of the first respondent is found in the last page of the agreement and there is no signature in the other pages.

4. The second respondent has filed a counter affidavit stating that he is the bona-fide purchaser and has purchased the property for valid sale consideration and he is not aware of the agreement of sale between the applicants and the first respondent.

5. In view of the stand taken by the first respondent in the counter affidavit that his signature is forged in the agreement and it is not a genuine, this Court is not inclined to grant interim injunction. However, any sale or encumbrance would be subject to the result of the suit. Accordingly, these applications are dismissed.

सत्यमेव जयते

Sd/M.K.K.S.J.

07.01.2019

//Certified to be a true copy//

Dated this the th day of 2019.

DL/25.01.2019

COURT OFFICER

From 25.09.2008 the Registry is issuing certified copies of the Order/Judgment Decree in this format.