IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 21.09.2020

CORAM

THE HONOURABLE MR.JUSTICE T.RAJA

C.M.A.Nos.1044 and 1331 of 2020

D.J.Rajendran .. Appellant/Plaintiff in CMA.No.1044/20 &
.. Respondent/Plaintiff in CMA.No.1331/20

Versus

K.Velumani .. Respondent/Defendant in CMA.No.1044/20 &
.. Appellant/Defendant in CMA.No.1331/20

Prayer in C.M.A.No.1044 of 2020: Civil Miscellaneous Appeal has been filed under Order 43 Rule 1(r) read with Section 104 of CPC against the fair and decreetal order dated 01.02.2020 made in I.A.No.1 of 2019 in O.S.No.400 of 2019 on the file of learned First Additional District Court, Salem.

Prayer in C.M.A.No.1331 of 2020: Civil Miscellaneous Appeal has been filed under Order 43 Rule 1(r) read with Section 104 of CPC against the fair and decreetal order dated 01.02.2020 made in I.A.No.3 of 2019 in O.S.No.400 of 2019 on the file of learned First Additional District Court, Salem.

For Appellant in CMA.1044/2020: Mr.R.Thirugnanam
and for Respondent in CMA.1331/20

For Respondent/ in CMA.1044/20:Mr.T.R.Rajagopalan,
For Appellant in CMA.1331/20 Senior Counsel
for Mr.T.R.Rajaraman

COMMON JUDGMENT

Heard the parties through Video Conferencing, due to COVID-19 pandemic.

2. C.M.A.No.1044 of 2020 has been filed by one Mr.D.J.Rajendran/plaintiff challenging the impugned fair and decreetal order dated 01.02.2020 passed in I.A.No.1 of 2019 in O.S.No.400 of 2019 by the learned I Additional District Court, Salem.

3. C.M.A.No.1331 of 2020 has been filed by one Mr.K.M.Velumani/defendant challenging the impugned fair and decreetal order dated 01.02.2020 passed in I.A.No.3 of 2019 in O.S.No.400 of 2019 by the learned I Additional District Court, Salem.

4. The plaintiff in the suit is the appellant in C.M.A.No.1044 of 2020 and the defendant in the suit is the appellant in C.M.A.No.1331 of 2020. For better understanding, the parties will be referred to as arrayed in the suit.

5. Since the facts involved in both these Civil Miscellaneous Appeals are one and the same, they are disposed of by this common judgment.

6. Mr.R.Thirugnanam, learned counsel for the plaintiff/appellant in C.M.A.No.1044 of 2020 submitted that the suit schedule property originally belongs to the defendant by virtue of a sale deed dated 11.03.1993 bearing document No.471/1993 registered on the file of No.I Joint Sub-Registrar, District Registrar Office, Salem West District, measuring to an extent of 416 sq.ft., and also another sale deed dated 13.03.1995 bearing Document No.581/1995 registered on the file of No.I Joint Sub-Registrar, District Registrar Office, Salem West District, measuring to an extent of 819 sq.ft. Thereafter, the defendant executed a gift settlement deed dated 30.10.2000 in favour of his wife/Suguna Devi measuring to an extent of 768 sq.ft. and the same has been registered on the file of No.I Joint Sub-Registrar, District Registrar Office, Salem West District, bearing Document No.2363/2000. Apart from this, for the remaining property measuring to an extent of 467 sq.ft., the defendant had also executed another gift settlement deed dated 10.01.2001 in favour of his wife/Suguna Devi and the same was also registered on the file of No.I Joint Sub-Registrar, District Registrar Office, Salem West District, bearing Document No.1985/2001. Therefore, from the above said two settlement deeds, the title of the suit property has been conveyed to the defendant's wife/Suguna Devi. Subsequently, all the revenue records, electricity connection, water connection, were all transferred to the name of the defendant's wife/Suguna Devi.

7. While the matter stood as above, he submitted, the said Suguna Devi has offered to sell away the suit property and on coming to know this, the plaintiff has approached the defendant's wife on 24.04.2012 in person and offered Rs.25,00,000/- for purchase of entire suit property and thereby she had also readily accepted the said offer of the plaintiff. Thereafter, on the very same day 24.04.2012, both of them have entered into sale agreement, which was also registered as Document No.Book 1/1567/2012 on the file of No.I Joint Registrar, District Registrar Office, Salem West. As per the said sale agreement, the defendant's wife/Suguna Devei had received a sum of Rs.22,00,00/- out of the total sale consideration of Rs.25,00,000/- and the duration of execution of sale deed has been mentioned as three years. On the date of execution of sale agreement, the defendant's wife assured that she would execute the sale deed free from all encumbrances in respect of the suit property in favour of the

plaintiff.

8. However, the said Suguna Devi, wife of the defendant, after three years from the date of registration of sale agreement, met the plaintiff on 10.04.2015 and requested to extend another 11 months time to execute the sale deed in respect of the suit property due to her husband's ill health. Believing her words, on humanitarian consideration, the plaintiff had consented for extension of 11 months and thereby, extension of time to execute the sale deed to another 11 months was also registered as Document No.1364/2015 on the file of No.I, Joint Sub-Registrar, District Registrar Office, Salem West. Subsequently, she had executed a registered power of attorney in favour of his husband/defendant bearing Document No.Book/1/865/2016, dated 14.03.2016, on the file of No.I, Joint Sub-Registrar, District Registrar Office, Salem West. Yet again, on 21.03.2016, the defendant, by receiving the balance sale consideration of Rs.3,00,000/-, executed a registered sale deed dated 21.03.2016 bearing Document No.959/2016 on the file of No.I, Joint Sub-Registrar, District Registrar Office, Salem West, in favour of the plaintiff, and on the same day itself i.e. 21.03.2016, the defendant and his wife/Suguna Devi vacated their residence as well as office from the suit property and handed over the possession to the plaintiff free from all encumbrances. Subsequently, the property tax, water connection, electricity connection stood in the name of the defendant's wife/Suguna Devi have also been transferred to the plaintiff's name.

9. When the factual position stood as above, he argued, in the last week of July, 2019, the plaintiff came to know that without his knowledge, the defendant has been using his suit schedule address as communication address for bank legal opinion, Court's process communication address, Notary Advocate address, besides, using the suit property address for receiving postal article with the help of the postman. This apart, he has also erected big size board with contents of K.Velumani, B.A.,B.L., Advocate and Notary Public, Door No.23, 24, Udayappa Colony, Kumarasamypatty, Salem-7, in the first and second street of Udayappa Colony, Salem-7. Such conduct of the defendant is against the Rules of Regulations of the Bar Council.

10. In view of the above said illegal activities, he contended, when a legal notice was issued on 03.08.2019 through his advocate by registered post not to use the suit property as he is not legally entitled to use it, he has maintained absolute silence without giving any reply. Subsequently, the plaintiff also came to know that the defendant has field a caveat petition with false address against the plaintiff on 08.09.2019 before the District Munsif Court, Salem, Sub-Court, Salem, and the District Court, Salem, and these three caveat petitions have also been duly served on the plaintiff, that shows that he intended to dispute the

title of the plaintiff in an unlawful manner. Moreover, the defendant has also attempted to discharge him from the suit property with rowdy elements on 11.08.2019, however, the same was thwarted by the plaintiff with the help of the neighbors and they openly proclaimed that they will achieve their illegal gain within a week. Thus, in view of such hurdles faced by him at the hands of the defendant, the plaintiff has filed a suit for permanent injunction restraining the defendant, his men, agents and servants in any manner from trespassing into the suit property. Pending suit, he has also filed I.A.No.1 of 2019 praying ad-interim injunction restraining the defendant, his men, agents and servants, in any manner to trespass into the suit properties. Besides, the defendant has also filed I.A.No.3 of 2019 under Oder 39 Rules 1 & 2 read with Section 15 of CPC praying temporary injunction restraining the plaintiff, his men, from in any manner interfering with the defendant's peaceful possession, occupation and enjoying of the suit property pending disposal of the suit.

11. Continuing his arguments, learned counsel submitted that both in the written statement filed in the suit as well as in the counter affidavit filed in IA, the defendant has denied the title. Although the defendant has conceded the execution of sale deed dated 21.03.2016 in favour of the plaintiff, it was stated that the said sale deed dated 21.03.2016 was executed only as a security purpose for the loan obtained from the plaintiff, that shows that the defendant has admitted the receipt of loan from the plaintiff. In paragraph No.2 of the counter affidavit filed in I.A.No.1 of 2018, the defendant categorically admitted the receipt of Rs.22 lakhs from the plaintiff on 10.04.2012 and also receipt another sum of Rs.35 lakhs on 24.04.2012. Again, in paragraph No.3, the defendant has further admitted that from February, 2019 onwards, the name of the plaintiff has been included in the property tax, water connection and electricity connection. In paragraph No.5 of the counter affidavit, the defendant has categorically readmitted the receipt of Rs.60 lakhs, for which, sale agreement was also executed. Therefore, when the defendant has admitted the borrowal of a loan to the tune of Rs.60 lakhs, followed by entering of sale agreement dated 24.04.2012 marked as Ex.P.25 and sale deed dated 21.03.2016 marked as Ex.P1, by virtue of Section 58 of the Indian Evidence Act, which says that the admitted facts need not be proved, the question of forcible eviction as alleged by the defendant does not arise, he pleaded.

12. By relying Order 12 Rule 6 of CPC, learned counsel contended that once the controversy raised by the plaintiff in the plaint has been admitted by the defendant, the Court may, at any stage of the suit either on the application of any party or of its own motion and without waiting for the determination of any other question between the parties, make such order or give such judgment having regard to such

admissions. When the legal position is candidly clear that the plaintiff deserves judgment on admission by the defendant by virtue of Order 12 Rule 6 read with Section 58 of the Evidence Act, the suit itself deserves to be decreed. However, after filing of I.A.No.1 of 2019 by the plaintiff praying Ad-interim injunction restraining the defendant from trespassing into the petition mentioned property, the defendant has also filed I.A.No.3 of 2019 praying for temporary injunction against the plaintiff taking a stand that the defendant has already paid a sum of Rs.63 lakhs towards the loan amount. But, to substantiate such stand, no evidence has evidence produced before the Court below. However, the learned Court below, on the mere reason that the defendant is a practicing lawyer, has wrongly passed perverse order dismissing the IA filed by the plaintiff seeking interim injunction, especially when the receipt of payment to the tune of Rs.60 lakhs, execution of sale agreement dated 24.04.2012, followed by registration of sale deed dated 21.03.2016 in favour of the plaintiff in respect of the suit property, have been accepted and admitted by the defendant. Therefore, he pleaded, the impugned order passed by the learned trial Court dismissing the IA filed by the plaintiff alone is liable to be set aside.

13. Mr.T.R.Rajagopalan, learned Senior counsel appearing for the defendant/appellant in C.M.A.No.1331 of 2020 submitted that as the defendant was in dire need of a sum of Rs.60 lakhs, he requested the plaintiff to pay the said sum with an assurance that he would repay the same within a period of three years with interest at 30% per annum. Accepting the said request, the plaintiff made a condition to execute the sale agreement of the suit property standing in the name of defendant's wife/Suguna Devi and as the defendant was in need of money, he had no choice except to accept the said demand and accordingly, the plaintiff paid a sum of Rs.25 lakhs on 10.04.2012 after receiving 20 blank cheque leaves bearing Nos.422169 to 422188 of State Bank of India, Salem Main. Subsequently, on 24.04.2012, the plaintiff advanced a further sum of Rs.35 lakhs by cash and took the sale agreement of the suit property from the defendant's wife, but, no sale consideration was paid as recited in the sale agreement dated 24.04.2012. Subsequently, due to some family circumstances, when the defendant was not able to repay the loan amount, he has asked for extension of 11 months time for repayment of the balance amount, for which, the plaintiff was also wanted an agreement to be executed extending the period of another 11 months time. Accordingly, the defendant's wife also executed sale agreement dated 10.04.2015 extending the time by another 11 months. Even during the extended time period also, the defendant was unable to discharge the entire loan amount and in the meanwhile, the defendant was making the payment to one Selvaraja and he had also acknowledged the receipt of the payments by entering it in a pocket note book, which was also filed along with written statement before the Court below.

Taking note of inability to pay the said sum even during the extended period of 11 months, the plaintiff demanded the defendant to execute the sale deed in his favour with a promise that as an when he discharges the entire loan amount he will transfer back the suit property in the name of defendant's wife. Since both the plaintiff and the defendant were closely known to each other, the defendant appointing himself as power of attorney of his wife executed a registered sale deed dated 21.03.2016 in favour of the plaintiff without receiving any sale consideration. Even though the sale deed recites that the balance sale consideration of Rs.3,00,000/- was paid by way of a cheque dated 21.03.2016 bearing No.136009 drawn on Axis Bank, Gugai Branch, Salem, no payment was made on 21.03.2016. Thereafter, the defendant has paid back a sum of Rs.63 lakhs towards the loan amount to the plaintiff. Later-on, during February, 2009, the plaintiff deceitfully changed his name in the property tax register, consumer register for water connection and also in the electricity service connection card. Therefore, temporary injunction restraining the plaintiff from trespassing into the suit property as prayed in I.A.No.3 of 2019 may be granted, otherwise, he may indulge in unlawful activities by taking possession forcibly.

14. This Court hardly finds any merit or justification on the submissions made by the learned Senior counsel for the defendant, in view of several and repeated admissions of the plaintiff's case by the defendant in the written statement dated 26.08.2019 filed in O.S.No.400 of 2019 and in the counter affidavit dated 26.08.2019 filed in I.A.No.1 of 2019.

15. At the outset, it may be mentioned that as the defendant has attempted to interfere with the suit property even after executing the sale agreement dated 24.04.2012 bearing Document No.Book1/1567/2015 on the file of No.I, Joint Sub-Registrar, District Registrar Office, Salem West, followed by sale deed dated 21.03.2016 executed in favour of the plaintiff bearing Document No.959/2016 on the file of No.I, Joint Sub-Registrar, District Registrar Office, Salem West, the plaintiff has filed a suit in O.S.No.400 of 2019 on the file of learned I Additional District Court, Salem, seeking for permanent injunction restraining the defendant, his men, agents and servants from in any manner trespassing into the suit property.

16. The defendant has filed a written statement on 26.08.2019 admitting the claim of the plaintiff. Paragraph No.9 thereof admitting the receipt of Rs.60 lakhs from the plaintiff is extracted below:-

> "9.........................The plaintiff and the defendant were moving closely and the defendant was in need of a loan of Rs.60 lakhs and the plaintiff offered to advance the loan on an interest at the rate of Rs.30%

pa. The plaintiff had advanced a sum of Rs.25 lacs by cash on 10.04.2012 and took 20 Nos. of blank but signed cheque leafs bearing Nos.422169 to 422188 of State Bank of India from the defendant as a security for the loan advanced. The plaintiff advanced another sum of Rs.35 lacs by cash on 24.04.2012 and wanted a registered sale agreement to be executed by the defendant's wife S.Suguna Devi comprising the suit properties in his favour quoting a price of Rs.25 lacs...............”

17. The second admission made by the defendant in the written statement agreeing to repay the loan amount in three years, is also extracted hereunder:-

> “As the defendant was in dire need of money and as the plaintiff was moving closely with the defendant for the past 10 years, the defendant had no suspicion about the plaintiff and the defendant required 3 years time for repaying of the loan amounts and agreed to get a sale agreement executed by his wife S.Suguna Devi as required by the plaintiff and the period of performance was given as 3 years in the sale agreement as the defendant required 3 years time for repaying the loan amounts.”

18. Third admission made by the defendant demanding another 11 months time for payment of balance loan amount is also extracted below:-

> “The defendant wanted 3 years time for payment of the loan amounts and therefore, the period of performance was given as 3 years in the sale agreement. Even after 3 years the defendant was not able to clear the entire loan amounts and the defendant wanted further time of 11 months for paying the balance loan amounts. Hence the plaintiff required that an agreement extending the time for performance by 11 months be executed by the defendant's wife Suguna Devi and due to the trust and confidence reposed by the defendant and his wife Suguna Devi on the plaintiff, an agreement extending the time for performance by 11 months was executed on 10.04.2015.

19. Fourth admission made by the defendant admitting the execution of sale agreement dated 24.04.2012 as well as sale deed dated 21.03.2016 in favour of the plaintiff is extracted below:-

> “The plaintiff was requesting the

defendant that as the defendant was not able to completely discharge the loan amounts, a nominal sale deed may be executed in his favour as per the sale agreement dated 24.04.2012 with a promise that as and when the defendant discharges the entire loan amount, the plaintiff will be executing a sale deed in favour of the defendant's wife Suguna Devi. The defendant accepted the proposal and took a registered deed of power of attorney from his wife on 14.03.2016 and on 21.03.2016 this defendant executed a sale deed in favour of the plaintiff as requested by him as power agent of S.Suguna Devi......."

The aforesaid four explicit and categorical admissions made by the defendant would bring the case of both parties within the scope of Section 58 of the Evidence Act, which says that the fact admitted need not be proved.

20. The defendant/K.Velumani, being a practicing Advocate and Notary Public in Salem District, has clearly and explicitly admitted in the written statement dated 26.08.2019 filed in O.S.No.400 of 2019 and in the counter affidavit dated 26.08.2019 filed in I.A.No.1 of 2019 about the receipt of Rs.60 lakhs, followed by execution of registered sale agreement dated 24.04.2012 (Ex.P25) bearing Document No.Book1/1567/2012 on the file of No.I Joint Sub-Registrar, District Registrar Office, Salem West, and the registration of sale deed dated 21.03.2016 (Ex.P21) bearing Document No.959/2016 on the file of No.I Joint Sub-Registrar, District Registrar Office, Salem West, in favour of the plaintiff in respect of the suit property.

21. It is also seen that the plaintiff has made entire transactions through his bank account by issuing 4 cheques bearing Nos.010612 to 010615, dated 24.04.2012, drawn on Axis Bank, in favour of defendant's wife/Suguna Devi to the tune of Rs.22,00,000/- and the same were marked as Exs.X2 to X5 before the Court below. The said sum was also credited into the defendant's wife's account as could be seen from Ex.P28-statement of accounts. In the income tax return, the plaintiff has also shown the payment of Rs.22 lakhs made in favour of the defendant's wife as could be seen from Ex.P30. Thus, when Rs.22 lakhs transacted through the Bank has been reflected in the statement of accounts as well as in the income tax return, it is not known how the defendant being a lawyer can simply say that he has paid Rs.63 lakhs to the plaintiff without any proof whatsoever. Therefore, in the absence of any proof from the defendant for such payment, the aforesaid categorical admission made by the defendant that he has received Rs.60 lakhs from the plaintiff on 10.04.2012 and 24.04.2012 warrants judgment on admissions as per Order 12 Rule 6 of CPC, which is quoted below:-

"Order 12 Rule 6 – Judgment on admissions – (1) Where admissions of fact have been made either in the pleading or otherwise, whether orally or in writing, the Court may at any stage of the suit, either on the application of any party or of its own motion and without waiting for the determination of any other question between the parties, make such order or give such judgment as it may think fit, having regard to such admissions.

(2) Whenever a judgment is pronounced under sub-rule (1) a decree shall be drawn up in accordance with the judgment and the decree shall bear the date on which the judgment was pronounced."

Besides, it is also pertinent to extract below Section 58 of the Evidence Act :-

Section 58 – Facts admitted need not be proved – No fact need to be proved in any proceeding which the parties thereto or their agents agree to admit at the hearing, or which, before the hearing, they agree to admit by any writing under their hands, or which by any rule of pleading in force at the time they are deemed to have admitted by their pleadings:

Provided that the Court may, in its discretion, require the facts admitted to be proved otherwise than by such admissions.

The above said provision clearly proves that the fact admitted need not be proved.

22. As I highlighted above, firstly, the defendant has admitted the receipt of Rs.60 lakhs. Secondly, he has also admitted the execution of registered sale agreement dated 24.04.2012 (Ex.P25) bearing Document No.Book1/1567/2015 on the file of No.I, Joint Sub-Registrar, District Registrar Office, Salem West, followed by registration of sale deed dated 21.03.2016 (Ex.P1) bearing Document No.959/2016 on the file of No.I, Joint Sub-Registrar, District Registrar Office, Salem West, in favour of the plaintiff in respect of the suit property. Thus, by virtue of Order 12 Rule 6 read with Section 58 of the Evidence Act, it is capable of being decreed of its own motion. But, surprisingly, it is not known why the learned trial Court has not adverted to either Section 58 of the Evidence Act or Order 12 Rule 6 of CPC and it says that the Court may, at any stage of the suit, where admissions of fact have bee made either in the pleading or otherwise, without waiting for the determination of any other question between the parties, pass such order having regard to such admissions. While such being the legal position, it is not known why the learned trial Court has overlooked the four admissions made by the defendant and also the legal

provisions, namely, Order 12 Rule 6 of CPC read with Section 58 of the Evidence Act, giving inherent power to the learned trial Court to decree the suit on the basis of the admissions made in the pleading.

23. Yet another crucial fact is that after the execution of the sale deed dated 21.03.2016, the plaintiff has transferred the property tax of the suit property in his name along with change of name in the water connection as well as electricity service connection, which were standing in the name of the defendant's wife/Suguna Devi. Thus, it is clear that the plaintiff has been in peaceful possession and enjoyment of the suit property from the date of execution of sale deed on 21.03.2016. However, learned trial Court, on the mere averment made by the defendant in his written statement that the defendant had objected for transfer of name in the property tax, water connection and electricity service connection, has wrongly refused to grant any other protection in favour of the plaintiff forgetting rudimentary principles in law for grant of interim injunction, namely, (i) prima facie case; (ii) balance of convenience; and (iii) irreparable injury.

24. Existence of a prima facie case does not mean that the plaintiff should have a centpercent case . Prima facie case is not to be confused with prima facie title and in this case, since the defendant has not questioned the correctness of sale agreement dated 24.04.2012 and sale deed dated 21.03.2016 till date, in my considered view, the plaintiff has made out a prima facie case for grant of interim injunction. Coming to the principle of balance of convenience, it is crystal clear from the galore of documents produced by the plaintiff to substantiate that after the execution of sale agreement dated 24.04.2012, sale deed 21.03.2016 and the consequent change of name in property tax, water connection and electricity service connection, he has been in possession and enjoyment of the suit property, but, on the other hand, the defendant has not produced any evidence to say that the plaintiff has failed to make out balance of convenience in his favour. Coming to the principle of irreparable injury, the Court has to satisfy that non-interference would result in irreparable injury. In the case on hand, the defendant being a lawyer has been creating one after another encumbrances, therefore, in all fairness, the learned trial Court ought to have granted an order of interim injunction since all the three tests for grant of interim injunction have been made out.

25. During the course of arguments, this Court indicated that the appeal filed by the defendant against the fair and decreetal order passed in I.A.No.3 of 2020, dated 01.02.2020 is not maintainable, since he has not questioned the sale deed dated 21.03.2016 executed in favour of the plaintiff. Therefore, now, if he has filed any suit challenging the said

sale deed, the same cannot be looked into as the Court has got enormous power under Order 14 Rule 5(2) to strike out any issue wrongly framed or wrongly introduced. Thus, as stated above, in view of multiple admissions made by the defendant not only the receipt of Rs.60 lakhs, but also the execution of sale agreement dated 24.04.2012 and also registration of sale deed dated 21.03.2016 in favour of the plaintiff in respect of the suit property, the question of plaintiff trying to trespass into the defendant's property does not arise.

26. Lastly, before parting with the matter, at the risk of repetition, I am compelled to re-state the conduct of the defendant, who is an Advocate and Notary Public in Salem District:-

(a) Despite admitting the receipt of Rs.60 lakhs, followed by execution of sale agreement dated 24.04.2012 (Ex.P25) and the registration of sale deed 21.03.2016 (Ex.P1) in favour of the plaintiff in respect of the suit property, the defendant, after three years from the date of registration sale deed, simply stated in the affidavit filed in I.A.No.3 of 2019 that he has paid a sum of Rs.63 lakhs towards the loan amount, that too, without mentioning the date on which he made such payment.

(b) Apart from the admission of the defendant, to substantiate advancement of payment to the defendant, the plaintiff has filed statement of accounts (Ex.P28) and also income tax return showing the amount paid to the defendant (Ex.P30). But, on the contrary, the defendant has neither adduced any documentary evidence for payment of Rs.63 lakhs as alleged in the affidavit filed in I.A.No.3 of 2019 nor mentioned on what he made such payment and to whom.

(c) Subsequent to the sale deed dated 21.03.2016, the name of the plaintiff has been entered in the register maintained for property tax, water tax and also in the electricity service card.

(d) Although the defendant has disputed the title of the plaintiff, till date, he has not filed any suit seeking to declare the said sale deed dated 21.03.2016 executed in favour of the plaintiff as null and void.

27. Thus, in view of the above, this Court is of the considered view that having received the money to the tune of Rs.60 lakhs as admitted by him in the written statement as well as in the counter affidavit filed in I.A.No.1 of 2019 and having executed the sale agreement dated 24.04.2012 (Ex.P25), followed by execution of sale deed dated 21.03.2016 (Ex.P1) in

favour of the plaintiff in respect of the suit property, the defendant cannot be allowed to say in I.A.No.3 of 2019 that the plaintiff has been trying to evict him from the suit property in an unlawful manner, that too, after three years from the date of execution of sale deed. It is settled law that no litigant/advocate has a right to take away the valuable and precious time of the Court like by filing I.A.No.3 of 2019 in the present case. Thus, this Court hereby imposes costs of Rs.1,00,000/- against the defendant/K.Velumani payable to the plaintiff/D.J.Rajendran, within a period of four weeks from the date of receipt of a copy of this order. Since the First Additional District Court, Salem, appears to have been influenced by the practicing lawyer/defendant and thereby caused injury to the plaintiff, this Court, exercising the powers conferred under Article 227 of the Constitution of India, along with Section 24 of CPC, hereby directs the Principal District Judge, Salem, to transfer this case to any other Court at Salem for expeditious disposal on merits.

28. In fine, for the reasons stated above, C.M.A.No.1044 of 2020 filed by the plaintiff is allowed and C.M.A.No.1331 of 2020 filed by the defendant is dismissed. No Costs. Consequently, connected miscellaneous petitions are closed.

Sd/-
Assistant Registrar(CS-II)

//True Copy//

Sub Assistant Registrar

rkm

To
1.I Additional District Judge,
Salem.

2.Principal District Judge,
Salem.

+1cc to Mr.R.Thirugnanam, Advocate SR.30776
+1cc to Mr.T.R.Rajaraman, Advocate SR.31102

C.M.A.Nos.1044 and 1331 of 2020

GMR(CO)
CB(24/02/2021)