

**O.A.No.528, 529 of 2020 and
A.No.2481 of 2020 and
CS No.284 of 2020**

N. SATHISHKUMAR, J.

O.A.No.528, 529 of 2020

Original Applications filed seeking for interim injunction restraining the respondents from alienating or encumbering the suit schedule property; and from opening the locker No.K21, Karur Vysya Bank, T.Nagar Branch and removing the original documents pertaining to the suit schedule property, pending disposal of the suit.

A.No.2481 of 2020

Application filed seeking direction to the respondents to furnish security to the tune of Rs.2,47,37,753/- in favour of the applicant till the disposal of the suit.

2. Despite notice has been served and respondents names are printed in the cause list, none appeared for the respondents.

3. The suit has been filed inter alia for recovery of a sum of Rs.2,47,37,753/- with future interest at the rate of 24% p.a. on Rs.2,10,00,000/- from the date of plaint till the date of realisation. As per the sale agreement dated 15.09.2019/24/09/2019 entered into

between the parties, the applicant paid a sum of Rs.49,50,000/- as advance and the agreed total sale consideration is Rs.9,00,00,000/-. As there was a discrepancy in the extent of the land shown in the sale deeds, the defendants had agreed to obtain the rectified patta before the deadline of 16.11.2019. Further, the defendants volunteered to place the original documents of the suit property in their bank locker No.K21 in Karur Vysya Bank, Dhandapani Street, T.Nagar Branch, Chennai and handed over the keys of the said locker to the plaintiff. They have also agreed as per Clauses 9,11 and 12 of the sale agreement that the failure of obtaining the rectified patta within the stipulated period would be treated as breach of agreement and in view of the same they have to pay liquidated damages of Rs.5,00,000/-.

4. Since the defendants could not obtain the rectified patta, they insisted the plaintiff to pay further amount of Rs.50,00,000/- and agreed to alter the sale consideration from Rs.9,00,00,000/- to Rs.8,50,00,000/- and they wanted the sum of Rs.50,00,000/- towards amenities, fixtures and fittings. Therefore, the plaintiff paid a sum of Rs.49,50,000/- for part payment towards sale consideration on 30.12.2019 and to that effect, supplemental agreement was entered into between the parties. Accordingly, the plaintiff paid a total sum of Rs.99,00,000/- towards advance and the same was adjusted against the sale consideration of Rs.8,50,00,000/- and the revised date for completing the sale transaction was on or before 29.02.2020. The defendants also

volunteered and issued a demand promissory note dated 30.12.2019 for a sum of Rs.55,00,000/- and also issued a cheque dated 30.12.2019 for a sum of Rs.1,10,00,000/- drawn on Kaur Vysya Bank in favour of the plaintiff.

5. Thereafter, the defendants insisted the plaintiff to pay a further advance of Rs.1,00,00,000/-. The plaintiff paid a sum of Rs.99,00,000/- vide letter dated 01.02.2020 with revised terms and conditions and the defendants had agreed to the same. The defendants volunteered and executed a further demand promissory note dated 01.02.2020 for a sum of Rs.1,00,00,000/- and also issued a cheque for a sum of Rs.1,00,00,000/- drawn on Karur Vysya Bank, T.Nagar Branch, Chennai.

6. In terms of the sale agreement and supplemental agreement and letter dated 01.02.2020, totally the plaintiff paid a sum of Rs.1,98,00,000/- as advance and it was mutually agreed by the parties to complete the sale transaction on or before 21.02.2020. Thereafter, the defendants demanded additional sale consideration to which the plaintiff did not accept. Subsequently, the defendants deliberately avoided to meet the applicant. Hence, the plaintiff sent a letter dated 15.07.2020 to the respondents to meet them. But they sent a legal notice to the plaintiff dated 14.07.2020 stating that they were in urgent need of funds and thought to sell the suit property. Though they

have admitted the fundamental term of the sale agreement, supplemental agreement and the letter dated 01.02.2020 and the execution of the promissory note and cheques, they made false allegations against the plaintiff. The plaintiff issued a reply notice dated 29.07.2020 to the defendants. If the defendants are allowed to deal with the suit property without refunding the advance paid, the plaintiff will be put to irreparable loss and injury. Hence, these petitions.

7. Heard the learned counsel appearing for the applicant/plaintiff. I have perused the materials on record.

8. A perusal of the legal notice dated 14.07.2020, issued by the respondents/ defendants shows that they have not disputed the execution of the sale agreement, supplemental agreement and the letter dated 01.02.2020. They have not also disputed the execution of the promissory note and the cheques issued infavour of the applicant/plaintiff. In paragraph No.10 of the above notice, they have admitted the receipt of the advance from the applicant as stated in the application. Having receipt of huge amount as advance from the applicant/plaintiff, prima facie it appears that the defendants have not come forward to register the sale deed in favour of the applicant/plaintiff as agreed by them in the agreements.

9. Hence, prima facie case is made out and the balance of convenience is in favour of the applicant and ***there shall be an order of interim injunction against the respondents/defendants from alienating or encumber the suit property till the disposal of the suit. .***

10. Further, to protect the interest of the applicant/plaintiff, the respondents/defendants are directed to furnish security for a sum of Rs.2,47,37,753/- on or before 14.12.2020.

11. In view of the above said orders passed, granting the relief of interim injunction against the respondents/defendants from opening the locker No.K21, Karur Vysya Bank, T.Nagar Branch and removing the original documents pertaining to the suit schedule property, pending disposal of the suit is not necessary and hence, the application in O.A.No.529 of 2020 is closed.

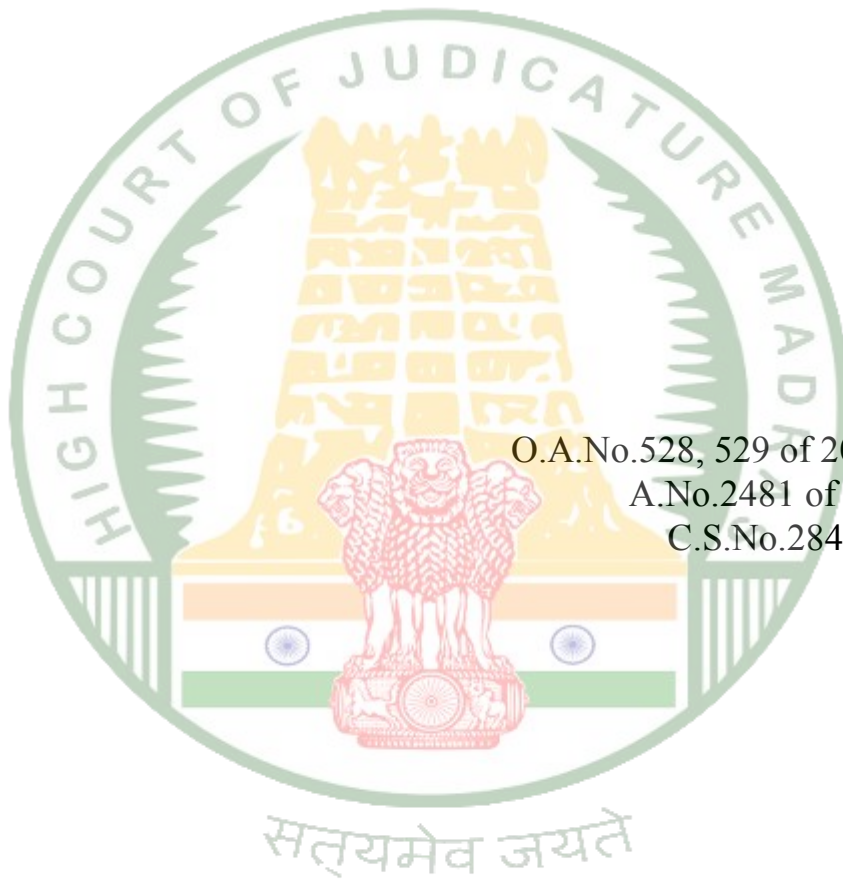
12. Accordingly, the Applications in O.A.No.528 of 2020 and A.No. 2481 of 2020 are ordered and O.A.No.529 of 2020 is closed.

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