

**O.A.No.878 of 2019
in
C.S.No.569 of 2019**

SENTHILKUMAR RAMAMOORTHY, J.

This application is filed for an interim injunction restraining the respondents from directly or indirectly alienating, mortgaging or dealing with the property described in the schedule to the judges summons.

2. I heard the learned counsel for the applicant, the learned counsel for respondents 1 and 2 and the learned counsel for respondents 14 and 15.

3. The learned counsel for the applicant submitted that the power of attorney was executed in favour of the second respondent as the Managing Director of the first respondent on 01.12.2011. Subsequently, in view of the fact that the first respondent did not make any payments to the applicant in spite of developing the property and bringing the individual flats to sale, the said power of attorney was cancelled on 28.12.2018. The learned counsel also submitted that the respondents 14 and 15 have stated in their counter

affidavit at paragraph-5 that they have entered into a construction agreement, dated 24.09.2019, with M/s.EXOTICAA, represented by its proprietor Mr.M.S.Shekhar Babu and that the said agreement is registered as Document No.10204 of 2018 on the file of the Joint I Sub Registrar, Saidapet, Chennai South.

4. In response, the learned counsel for respondents 1 and 2 submits that after the power of attorney was revoked on 28.12.2018, the first respondent has not taken any further steps to develop the property or to bringing the individual flats for sale and that whatever was done was carried out while the power of attorney was in force. The said statement is recorded.

5. The learned counsel for respondents 14 and 15 submits that the flat was handed over to him and that he is in possession of the same.

6. In view of the aforesaid submissions of the respective counsel, it is clear that respondents 1 and 2 are no longer entitled to deal with the property on account of the revocation of the power of attorney. In addition, the learned counsel for respondents 1 and 2 also agreed that

they are not entitled to deal with the property any more in view of the revocation of the power of attorney.

7. In these facts and circumstances, a strong prima facie case is made out to restrain respondents 1 and 2 from alienating, mortgaging or dealing with the property pending disposal of the suit. The balance of convenience is also in favour of the applicant and the loss caused if an interim order is not granted cannot be subsequently remedied. Accordingly, this application is allowed by granting an interim injunction restraining respondents 1 and 2 from alienating or mortgaging or dealing with the property either directly or indirectly through their men, agents, servants or anybody else in any manner, pending disposal of the suit. It is made clear that this order will not prevent the purchasers of the flats in the property from dealing with their respective flats.

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