

**O.A.No.1110 of 2019
in
C.S.No.224 of 2015**

SENTHILKUMAR RAMAMOORTHY, J.

This Application is filed to grant an interim injunction to restrain the Respondents 1 to 3 from in any manner leasing out or handing over the property described in the schedule to the Judge's summons together with the machineries, furniture, fixtures, and all other movables pending disposal of the suit.

2. I heard the learned counsel for the Applicants and the learned counsel for the Respondents.

3. The learned counsel for the Applicants submitted that the Respondents were directed to provide security for the suit claim by order dated 20.04.2015. In view of the failure to provide security an order of attachment before judgment of the properties described in the schedule to Application No.2152 of 2015 was granted by order dated 12.06.2015. The said order was subsequently made absolute. In spite of the said order, the learned counsel for the Applicants submits that the Respondents have entered into a transaction with Delhivery Private Limited as evidenced by the board put up by the said entity on the suit schedule property.

4. Once an order of attachment is granted in respect of the property, the learned counsel submits that any form of alienation, whether by way of sale, mortgage or lease is void in terms of Section 64 of CPC. Therefore, he submits that the Applicants are entitled to an interim injunction as prayed for. In support of this submission, the learned counsel referred to and relied upon several judgments of the Hon'ble Supreme Court.

5. On the contrary, the learned counsel for the Respondents submitted that the order of attachment does not restrain the Respondents from carrying on business, including by putting the schedule property to use. With regard to the allegations that the Respondents have leased out the property to Delhivery Private Limited, the learned counsel submits that this allegation is untrue. The Respondents are merely considering a logistic facility management and sub-assembly cum manufacturing arrangement with a leading manufacturer and their logistics handlers. He states that this would not involve executing a lease deed in respect of the property or putting the counter parties to the said arrangement in possession of the property. The said statement is recorded.

6. I considered the submissions of the learned counsel for the respective parties and examined the records.

7. The undisputed position is that the property described in the schedule to the judge's summons is under attachment by order dated 12.06.2015, which was subsequently made absolute. In view of the said attachment, any private transfer or delivery of the property or transfer of any interest in the property would be void as per Section 64 of the CPC. Therefore, the Respondents cannot sell, mortgage or lease the said property. The learned counsel for the Respondents also submits that the Respondents do not intend to either mortgage or lease the property. Notwithstanding the order of attachment, the Respondents are entitled to carry on business and put the schedule property to use for the purposes of their business. However, it is made clear that the Respondents shall not sell, mortgage or put any other person in possession of the property either pursuant to a lease deed or otherwise. This Application is disposed of on the above terms.

8. List the main suit on 20.03.2020 for framing issues.

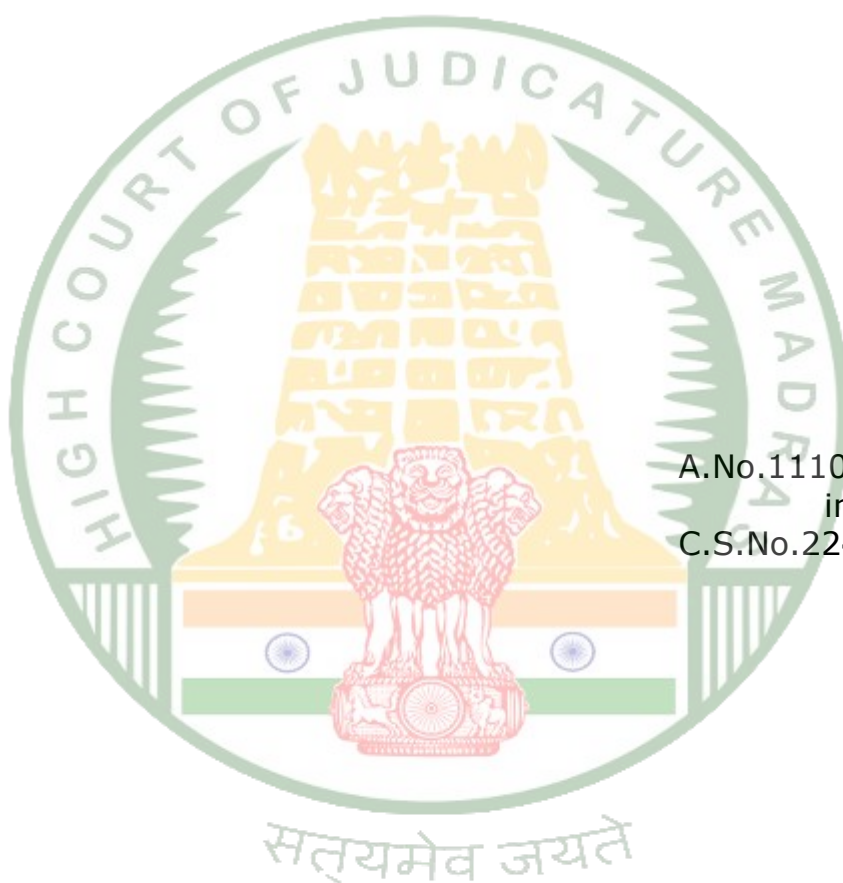
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06.03.2020

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