



A.No.1580 of 2022 in
C.S.No.31 of 2019

WEB COPY

A.No.1580 of 2022 in C.S.No.31 of 2019

P.VELMURUGAN, J.

The applicant is the plaintiff and they filed the suit for permanent injunction. The respondent/defendant has filed written statement and after completing pleadings, this Court, on 11.03.2022 framed the following issues:

1. Whether the plaintiff is entitled to get the relief of permanent injunction as sought for in the plaint?
2. What other relief the plaintiff is entitled to?

2 Now the plaintiff has taken out the present application seeking to raise additional issues and frame the same for consideration.

3 Learned counsel appearing for the applicant/plaintiff would submit that the Government of Tamilnadu granted a Joint Lease in favour of the applicant/plaintiff and respondent/defendant on 23.01.2009. The Principal Secretary to Government, Revenue and Disaster Management Department on 04.10.2018 issued a fresh show cause notice to the applicant/plaintiff and the



A.No.1580 of 2022 in
C.S.No.31 of 2019

WEB COPY

respondent/defendant, for which the applicant/plaintiff submitted its reply on 04.10.2018. On 22.11.2018, the Additional Chief Secretary/Commissioner of Land Administration addressed a communication for convening a meeting on 28.11.2018 to discuss the issues relating to the lease of lands to the applicant/plaintiff and the respondent/defendant and the same was postponed. In the meantime, the respondent/defendant commenced preparation for foundation work of the unilaterally proposed construction of a club house in the joint lease hold land, without getting any prior permission or intimation to the applicant/plaintiff.

4 The learned counsel appearing for the applicant/plaintiff further submitted that if the respondent/defendant allowed to continue the construction work, it will cause serious prejudice to the rights of the applicant/plaintiff, since the Government granted a joint lease for the land. Therefore, it is necessary to frame the additional issues as stated in this application, which are necessary for effective trial.

5 Learned counsel appearing for the respondent/defendant would submit that they are not disputing the joint lease agreement and receiving of show



A.No.1580 of 2022 in
C.S.No.31 of 2019

WEB COPY

cause notice. The defendant contended that after many legal proceedings, since the plaintiff did not show any interest on the purpose of which the land was allotted, the defendant with its own fund has started preparation of modern club house. The proposed Club House construction would not degrade the existing Golf Course but would only enhance the lay-out and provide modern changing rooms and other facilities normally associated as a basic requirement of any Golf Course of high standards. Therefore, whether the plaintiff is entitled to get the relief sought for in the suit itself is a matter for trial and the additional issues raised by the applicant/plaintiff need not be framed, which serve no purpose.

6 Heard the learned counsel appearing on either side and perused the materials available on record.

7 Admittedly the applicant/plaintiff filed the present suit only for permanent injunction restraining the defendant or its officers or men or agents from in any manner taking unilateral decision with respect to the leasehold lands or proceeding with the construction of the Club House or any other development on the Cosmo-TNGF Gold Course established on the joint lease hold land of the plaintiff and the defendant measuring an extent of 80.40 Acres comprised in



A.No.1580 of 2022 in
C.S.No.31 of 2019

T.S.No.2, Block No.8, Government Farm Village, Guindy Taluk Chennai District.

WEB COPY

When the applicant/plaintiff has filed the suit only for bare injunction, it has to establish its exclusive right on the subject matter of the joint lease lands said to have been allotted by the Government.

8 It is seen that this Court specifically framed the issue that whether the plaintiff is entitled to get the relief of permanent injunction as sought for in the plaint. Further the respondent/defendant has not disputed the joint lease issued by the Government and the respondent has also not challenged the joint lease agreement and not disputed the rights of the applicant in the agreement. It is settled law that issues can be framed only based on the disputed facts.

9 Further more, the relief sought for by the applicant/plaintiff is based on the joint lease agreement, which is not disputed by the respondent/defendant and the points raised in the affidavit are all in the nature of evidence and it can only be looked into after trial. Whether there is joint lease agreement, rights and responsibilities of each of the parties as per the joint lease agreement and who can put up the construction are all matter of evidence. Therefore, now allowing the application to raise additional issues will not serve any purpose and the



A.No.1580 of 2022 in
C.S.No.31 of 2019

WEB COPY

applicant/plaintiff has not made out any ground to frame additional issues as sought for in the application, which are also not necessary.

10 For the foregoing reasons, this application is dismissed.

11.04.2022

cgi



WEB COPY



A.No.1580 of 2022 in
C.S.No.31 of 2019

P.VELMURUGAN, J.

cgi

A.No.1580 of 2022 in C.S.No.31 of 2019

11.04.2022