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CRP.No.2367 of 2017

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 12.10.2022

CORAM:

THE HON'BLE MRS. JUSTICE T.V.THAMILSELVI

C.R.P.No. 2367 of 2017

and

CMP.Nos.11126 and 11127 of 2017

R. Shankaran
Petitioner

..

Versus

M. Kuppusamy

...Respondent

Civil Revision Petition is filed under Article 227 of the Constitution of India, to set aside the fair and decreetal order dated 15.02.2017 made in C.M.A.No.08 of 2014 in I.A. No.635 of 2013 on the file of the Principal District Court, Vellore, Vellore District.

For Petitioner : No Appearance

For Respondent : Ms.S. Priyadharshini
(For E. Kannadasan)

**ORDER**

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This Civil Revision Petition has been filed by the petitioner/defendant seeking to set aside the fair and decreetal order dated 15.02.2017 made in C.M.A.No.08 of 2014 in I.A. No.635 of 2013 on the file of the Principal District Court, Vellore, Vellore District.

2. The case of the petitioner is that the petitioner herein is the plaintiff. The petitioner filed the suit in O.S. No.134 of 2013 on the file of the Sub-ordinate Judge, Vellore seeking for specific performance of the agreement of sale executed by the defendant/respondent herein. During the pendency of the suit, the petitioner has filed I.A. No. 635 of 2013 before the Court below seeking temporary injunction against the defendant /respondent herein. The same was dismissed by order dated 19.02.2014. Being aggrieved by the same, the petitioner has filed C.M.A. No.8 of 2014 before the Principal District Judge, Vellore. After hearing both sides, the the Principal District Judge, Vellore dismissed by order dated 15.02.2017. Being not satisfied with the aforesaid order, the petitioner has filed the present Civil Revision Petition to set aside the same.



3. The learned counsel for the respondent would submit that the respondent has not executed Sale agreement with the petitioner. He has borrowed money from the petitioner for cultivating the land belongs to him. The respondent has no intention to sell the suit property. The said agreement is only a mortgage deed and not a sale agreement. The Original Patta Book No.48922 is with the respondent and Adangal in respect of the entire suit property stands in the name of the respondent alone. As the petitioner does not have prima-facie case on title and the balance of convenience not in favour of the petitioner, the Court below has rightly rejected his prayer.

4. Heard the learned counsel for the respondent and perused the materials available on record. There is no representation for the petitioner.

5. Having regard to the facts and circumstances of the case and on a perusal of the records, it is seen that while the Sale Agreement is said to have been executed in favour of the plaintiff/petitioner herein, the defendant/respondent herein has not executed Sale Deed in favour of the petitioner. Only after executing the sale deed, the petitioner would attain



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T.V.THAMILSELVI, J.

Lbm

his legal right for possession. Further, the petitioner has not produced any vital document to prove his possession in the suit property. While being so, the petitioner cannot seek interim injunction against the respondent based on the sale agreement executed by the respondent. As there is no merit in the petition, this Court is not inclined to interfere with the order dated 15.02.2017 passed by the Principal District Judge, Vellore.

6. In the result, the Civil Revision petition is dismissed. No costs. Consequently connected miscellaneous petitions are closed.

12.10.2022

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Index : Yes/No

Speaking Order : Yes/No

To:

1. The Principal District Court, Vellore, Vellore District.
2. The Section Officer, V.R.Section, High Court, Madras.

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