



**O.A.Nos. 250 & 251 of 2024
And
A.Nos. 2216 & 2217 of 2024
IN
C.S.No. 71 of 2024**

C.V.KARTHIKEYAN, J.

The two Original Applications in O.A.Nos. 250 & 251 of 2024 had been filed by the plaintiff seeking an order of Ad Interim Injunction restraining the first to sixth respondents from creating any further encumbrance with respect to the suit schedule property and from interfering or disturbing the possession of the plaintiff with respect to the property described in Schedule-A to the plaint.

2. A learned Single Judge of this Court, on examining the averments made in the affidavit and the documents filed along with the suit, had granted an order of interim injunction in both the Original Applications by an order dated 28.03.2024. Seeking to vacate such order of ad interim injunction, the third to sixth respondents/defendants have filed A.Nos. 2216 & 2217 of 2024.



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3. The suit in C.S.No. 71 of 2024 had been filed by Kutty Flush Doors and Furniture Company Private Limited against six defendants. The first and second defendants are father and son. The third to sixth defendants, who have filed applications seeking to vacate the injunction granted, could be termed as purchasers of the property from second defendant.

4. The entire issue surrounds the property which has been described in Schedule-A to the plaint. The said property is land and building in Old S.No. 155/1, Town Survey No.4/1, Block No. 34, Aminjakarai Taluk, Koyambedu Village, Chennai, measuring 1253 square meters equivalent to 13,487 sq.ft.

5. It had been stated that originally on 19.12.1946, C.Duraiswamy Naidu had purchased 53 cents of land in Old Survey No.155/1 by a sale deed registered as Document No. 4004 of 1946 on the file of the Sub Registrar, Saidapet. Thereafter, Duraiswamy Naidu sold 5.5 cents of land on 30.04.1947 to Purushotham Naidu and retained the remaining 47.5 cents. Further on 25.10.1960, Duraiswamy Naidu sold the remaining 47.5 cents to A.K.Kaderkutty and K.Natarajan by sale deed registered as Document No. 2694 of 1960 in the office of the Sub Registrar, Saidapet.



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6. Owing to the above transactions, the Thasildar, Saidapet Taluk granted patta in the joint names of Purushottama Naidu, who had purchased 5.5 cents and also in the names of A.K.Kaderkutty and K.Natarajan.

7. Later in November 1960, A.K.Kaderkutty and T.N.Krishnaswamy, the father of K.Natarajan formed a partnership firm called 'Kutty Flush Doors and Furniture Company'. The property measuring 47.5 cents was brought in as the property of the partnership. Subsequently, on 21.06.1962, the plaintiff company was incorporated and acquired the business of the partnership firm. The land of 47.5 cents was vested with the plaintiff company.

8. It is very specifically stated that the plaintiff is carrying on business in that property by putting up constructions and paying statutory taxes and charges. Further, A.K.Kadherkutty and K.Natarajan acknowledged the title of the plaintiff over the property by declarations dated 07.10.1979 and 18.10.1979 respectively. The revenue records were also mutated and urban land tax is assessed in the name of the plaintiff. The plaintiff claims that they are as the absolute owner of the property.



9. In the year 2016, the plaintiff filed C.S.No. 816 of 2016 against the legal heirs of A.K.Kadherkutty and K.Natarajan, to affirm and declare its title over the property. The suit was decreed by a compromise deed dated 11.01.2017.

10. It had been stated that sometime around the year 2000, one Valliammal, claiming to be the owner of the 'A' schedule property obtained patta from the revenue authorities. This was challenged by the plaintiff before the Collector at Chennai. During the enquiry, the Thasildar, Egmore-Nungambakkam Taluk, admitted that the patta had been erroneously issued in the name of Valliammal. Thereafter, the Collector of Chennai by order dated 21.11.2002 cancelled the patta granted to Valliammal and directed the Thasildar, Egmore-Nungambakkam Taluk, to restore the original entries in the name of the plaintiff in the Permanent Land Register. Thereafter, a fresh patta bearing No.1335 /2 002 was issued in favour of the plaintiff for the lands in S.No. 155/1.

11. Subsequently, in 2005, the National Highways Authority of India acquired 13.51 cents out of 47.5 cents and as compensation a sum of



Rs.1,24,61,207/- was paid to the plaintiff by award dated 06.12.2006. The plaintiff thereafter retained the remainder lands which is the suit schedule A property.

12. In the year 2014, one K.Anitha, wife of N.P.K.Kumar filed O.S.No. 5115 of 2014 before the III Assistant City Civil Court, Chennai, seeking permanent injunction over the said 'A' schedule property. The plaintiff was impleaded as the second defendant. The suit was filed claiming title through Purushottama Naidu, who had purchased 5.5 cents. That suit is still pending.

13. In the year 2019, the Tamil Nadu State Marketing Corporation Limited (TASMAC) and its licensees tried to trespass into the suit schedule property. The plaintiff filed W.P.No. 1173 of 2019 seeking a Mandamus against TASMAC and its Regional Manager. A learned Single Judge of this Court permitted the plaintiff to put up a compound wall around the property and accordingly, a fence has been put up by the plaintiff. This fact was recorded in the order dated 16.09.2019.



14. It had been further stated in the plaint that in 2023, the defendants commenced to disturb the peaceful possession of the plaintiff. They sent various persons threatening the plaintiff's men to vacate. They claimed that they had purchased the suit schedule property.

15. The plaintiff then came to know that the first defendant had created a fake patta in his name bearing No. 217200/2007 dated 05.11.2007 for the 'A' schedule property as if it was issued by the Thasildar, Egmore-Nungambakkam Taluk. On the strength of the said patta, the first defendant had executed a settlement deed in favour of his son, the second defendant which document was registered as Document No. 2169 of 2020 in the Office of the Sub Registrar, Anna Nagar, dated 25.08.2020. It had been further stated that the second defendant on the basis of the said settlement deed executed four separate sale deeds for the entire property in schedule 'A' to the third to sixth defendants by way of four sale deeds. The first sale deed was for land measuring 3372 sq.ft. The second sale deed was for land measuring 3372 sq.ft., and the third and fourth sale deeds were also for same area of land respectively, namely, 3372 sq.ft. These properties have been described as schedule B, C, D and E to the plaint.



16. It is the specific case of the plaintiff that the third to sixth defendants are not *bona fide* purchasers. The first defendant had no title and consequently could not have executed the settlement deed in favour of the second defendant. The second defendant having not acquired any better title could not have conveyed the lands to the third to sixth defendants.

17. The plaintiff then lodged a complaint before the Commissioner of Police, Chennai and FIR in Cr.No. 213 of 2023 was registered on 28.08.2023 against the defendants for forgery, falsification of records and other provisions. Even in the proceedings initiated by the first defendant seeking bail, the respondent / State had made a statement that the first defendant had executed a settlement deed on the basis of a forged patta. During the hearing in the bail application, the first defendant herein, Villivakkam Velu had stated that he had filed O.S.No. 3639 of 2010 before the XV Assistant City Civil Court, Chennai and had obtained an order of injunction. The plaintiff herein claimed that the said suit is a collusive suit. Anitha, who had earlier filed O.S.No. 5715 of 2014 and her husband Kamalesh Kumar and their legal heirs were the defendants in the suit. The defendants admitted to the suit claim. An injunction was granted by Judgment dated 30.03.2023.



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18. Claiming that the settlement deed executed by the first defendant in favour of the second defendant and the sale deeds executed by the second defendant in favour of the third to sixth defendants were not binding on the plaintiff, the suit had been filed seeking a declaration that the plaintiff is the absolute owner of the K schedule property and for a declaration that the settlement deed and the four sale deeds are null and void and not binding on the plaintiff and seeking permanent injunction restraining the first to sixth defendants or anybody acting under them from disturbing or interfering with the possession of the plaintiff and for a further direction restraining the defendants from alienating or creating any further encumbrance over the suit 'A' schedule property and also for costs.

19. The plaintiff also filed O. A.Nos. 250 & 251 of 2024 seeking an interim injunction restraining the defendants from alienating the suit property or interfering with the peaceful possession of the plaintiff.

20. Along with the plaint, the plaintiff had also filed as documents the joint patta No. 176 issued by Thasildar, Saidapet along with Land Assessment and



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the order passed by the Collector, Chennai, cancelling the fraudulent patta and restoring the original entry in the name of the plaintiff by order dated 21.11.2002 and the award of the competent Authority dated 06.12.2006 and the receipt for compensation received by the plaintiff from NHAI dated 29.01.2007 and the copies of the sale deeds executed by the second defendant in favour of the third to sixth defendants.

21. A learned Single Judge of this Court, tracing the title of the property, had passed the following order on 28.03.2024:-

“ 6. The title deeds filed along with the plaint from 19.12.1946, 14.09.1949 and 25.10.1960 clearly shows that the property has been purchased by various purchasers, thereafter, in the year 1960, the property was brought into the partnership firm and later the partnership firm became company in the year 1962. The very award passed while acquiring the land by the National Highways Authority of India available on record indicate that compensation is paid to the plaintiff for an extent of 13.51 cents. The



writ petition filed before this Court by the plaintiff company as against the Tamil Nadu State Marketing Corporation Limited in W.P.No.1173 of 2019, wherein, this Court prima facie found that the petitioner/plaintiff is in possession, now, it appears some bogus documents were created. Such documents were created based on a bogus patta, in respect of which, a criminal case is also registered in Cr.No.213 of 2023 against the concerned party on the file of CCB.

7. Considering these facts merely on the basis of some subsequent documents created, and owners have not dealt the property and merely because some collusive decree has been obtained, this Court is of the view that based on such documents, once cannot claim possession of the property. This Court prima facie satisfied that with regard to title of plaintiff, there are various title deeds, if such types of bogus documents are allowed and persons are allowed to take advantage of the documents created with purpose to make in roads into the property of others, there will be no end for the encroachers



and land grabbers achieving their goal by deceitfull means.

8. In view of the above facts, I am of the view that the applicant/plaintiff has made out a prima facie case and the balance of convenience is also in favour of the applicant/ plaintiff and if ad-interim injunction is not granted, it will lead to irreparable injury to the applicant.

9. Hence, ad-interim injunction is granted as against the respondents / defendants from alienating the suit schedule A property and also interfering with the plaintiff's peaceful possession of the suit schedule A property till 18.04.2024. ”

22. Questioning that particular order, the third to sixth defendants have filed A.Nos. 2216 & 2217 of 2024. The first and second defendants have filed memos adopting the said stand taken by the third to sixth defendants.

23. On behalf of the third to sixth defendants, Written Statement had also



been filed. They have also filed counter affidavit to the applications filed by the plaintiff.

24. In the affidavit filed in support of A.Nos. 2216 & 2217 of 2024, the third to sixth defendants stated that they are in the transport business from the year 1993 with the primary place of business at Mettur in Salem. To expand their business, they were purchasing properties at various localities. They already have about 400 offices across South India. They were operating their transport business from a rented premise opposite to Koyembedu Metro Station. In order to facilitate their business, they had purchased the vacant land in 'A' schedule property after verifying the revenue records including the online patta in the name of the first defendant. The first defendant had executed a settlement deed in favour of the second defendant. The third to sixth defendants purchased the said land from the second defendant. They also claimed that the revenue records have been mutated in their names. They had purchased the properties by four sale deeds dated 21.10.2002, registered in the office of the Sub Registrar, Anna Nagar. They had also levelled the land, put up sheds with asbestos sheets and had also obtained electricity connection.



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25. At that time, a promoter of flats in the adjacent property approached the third to sixth defendants to use this property for the residence of the workers. Accordingly, the said promoter, M/s. Bashyam Constructions Private Limited had taken on lease the said property on and from 23.01.2023. They were paying monthly rents through on-line transactions. It had been stated that sheds had been put up, bore well had been dug, septic tank have been erected and over head water tanks had been put up for the accommodation of the labourers. The total extent of the sheds are about 9000 sq.ft. It had been stated that the said tenant is now in possession of the property. It had been contended that the plaintiff had suppressed these facts about possession before this Court. It had also been stated that the plaintiff has produced only xerox copies of documents and originals have not been produced. It had been stated that the plaintiff was never in possession of the property. It is therefore contended that the plaintiff has come to Court with false allegations.

26. It had been further stated that according to the plaintiff, the property had been purchased originally in the names of A.K.Kaderkutty and K.Natarajan.



It had been pointed out that K.Natarajan was never a partner of the firm 'Kutty Flush Doors and Furniture Company'. The documents relied on by the plaintiff were seriously questioned and challenged.

27. It had been further stated that the suit in C.S.No. 816 of 2016 was a collusive suit among those who were interested in the plaintiff company. It had been further stated that the land in S.No. 155/1, T.S.No.4, Block No.34, was not the subject matter of the suit and therefore, the plaintiff cannot take advantage of the compromise decree. Each and every allegation in the plaint had been denied and the plaintiff was put to strict proof of such allegations which were not specifically denied.

28. It was very specifically stated that the property is now in the possession of M/s. Bashyam Constructions Private Limited and it had been therefore stated that the third to sixth defendants were in possession and had leased out that particular property. It had been very specifically stated that the plaintiff has no title over the property and it had been therefore urged that the order of injunction should be vacated.



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29. The plaintiff also filed counter affidavits in A.Nos. 2216 & 2217 of 2024. The same is not extracted since the affidavit only touches upon the very same aspects already stated on the tile of the plaintiff.

30. The defendants also filed their counter affidavit to O.A.Nos. 250 & 251 of 2024. The averments in the affidavit filed in support of A.Nos. 2216 & 2217 of 2024 contained the same statements as in the counter affidavits filed by the third to sixth defendants.

31. The first and second defendants adopted the counter affidavit of the third to sixth defendants.

32. Heard arguments advanced by Mr.S.Rajendra Kumar, learned counsel for the applicant in O.A.Nos. 250 of 2024 and 251 of 2024 and Mr.A.L.Somayaji, learned Senior Counsel for M/s. R.Asokan, learned counsel for the third to sixth respondents and Mr.S.Udhaya Kumar, learned counsel for the first respondent.



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33. It would be appropriate that the parties are referred as plaintiff and defendants.

34. The learned counsel for the plaintiff Mr.S.Rajendra Kumar, took the Court through the pleadings and pointed out that originally the suit property which totally measured 53 cents in Koyambedu had been originally purchased by C.Duraiswamy Naidu on 19.12.1946. He then sold 5.5 cents on 13.04.1947 to Purushottama Naidu. He then sold the balance 47.5 cents to A.K.Kaderkutty and K.Natarajan on 25.10.1960. Thereafter, A.K.Kaderkutty and T.N.Krishnaswamy, the father of K.Natarajan, formed a partnership firm and the property was brought into the partnership. Thereafter, the plaintiff company was incorporated on 21.06.1962 and the assets of the partnership firm stood vested with the company. It was thus contended that the plaintiff had become the absolute owner of the 47.5 cents of land. Later out of this 47.5 cents, a portion of 13.51 cents was acquired by the National Highways Authority of India. The learned counsel pointed out that the plaintiff had been paid due compensation for such acquisition. He stated that the plaintiff was therefore in possession of 33.9 cents of land.



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35. The learned counsel then pointed out that the first defendant relied on a patta which had been declared to be bogus. He stated that on the basis of the said patta, the first defendant had settled the property in favour of the second defendant. Thereafter, the second defendant had sold the property by four separate sale deeds to the third to sixth defendants. It was contended that a complaint had been lodged consequent to the bogus patta being relied on by the first defendant and in this, Crime No. 213 of 2023 had also been registered by the City Crime Branch. It is therefore contended by the learned counsel that the plaintiff being the title holder and also in possession necessarily will have to be granted the order of injunction to protect possession. The learned counsel pointed out that the defendants had interfered with the peaceful possession of the plaintiff and this necessitated the institution of the suit.

36. It was also contended that documents had also been produced that the patta relied on by the first defendant had not been issued by the necessary Thashildar Office. The learned counsel therefore asserted that since the plaintiff had established title to the property, this Court should grant the relief



of injunction as sought for in the two applications.

37. Mr.A.L.Somayaji, Learned Senior Counsel on behalf of the third to sixth defendants however pointed out that the third to sixth defendants were bona fide purchasers of the property. It was contended by the learned Senior Counsel that the plaintiff had relied on a Judgment in a civil suit in C.S.No. 816 of 2016 and pointed out that the said suit had been filed by the plaintiff against the legal heirs of A.K.Kaderkutty and K.Natarajan and that the defendants therein had consented for grant of decree and a compromise had been effected. That particular decree was assailed by the learned Senior Counsel as being collusive in nature. The learned Senior Counsel pointed out that the defendants are in possession and had let out the property to Bashyam Constructions, who had put up sheds, put up borewells, put up water tanks and are using the place for the residence of their labourers. It was stated that Bashyam Constructions have been paying the rents from February 2023. It was also stated that the revenue records had been mutated in the names of the third to sixth defendants. They are paying the property tax. They have also paying the electricity bill and had also perfected title. It is therefore contended that the claim of the plaintiff will have to be negated. The



learned Senior Counsel pointed out about the earlier civil suits filed in the City Civil Court and stated that the plaintiff was aware of the denial of title by the defendants.

38. The learned Senior Counsel specifically contested the statement made by the learned counsel for the plaintiff that the patta in the name of the first defendant was a bogus patta.

39. The learned Senior Counsel stated that since the defendants are in possession, injunction cannot be granted against them. It was asserted that the applications should be dismissed and it was also asserted that the applications to vacate the injunction should be allowed.

40. The learned counsel for the first defendant Mr.S.Udhaya Kumar adopted the arguments advanced by the learned Senior Counsel and also stated that the patta relied on by the plaintiff was a bogus patta and that the patta issued to the first defendant was the true patta. The learned counsel stated that the application should be dismissed.



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41. It must be pointed out that there has been no appearance on behalf of the second defendant.

42. I have carefully considered the arguments advanced and perused the materials available on record.

43. The plaintiff is a Private Limited Company. The suit had been filed seeking a declaration that the plaintiff is the absolute owner of the property morefully described in schedule 'A' to the plaint. The property in schedule 'A' is land and building in Old S.No. 155/1, Town Survey No. 4/1, Block No. 34, Koyambedu, Aminjakarai Taluk, Chennai, measuring 1253 square meters or 13487 sq.ft.

44. In the plaint, the plaintiff has traced the title to this property. It had been stated that originally on 19.12.1946, one C.Duraiswamy Naidu had purchased 53 cents of land by sale deed registered as document No. 4004/1946 in the Office of the Sub Registrar, Saidapet. Thereafter, C.Duraiswamy Naidu sold 5.5 cents of land out of 53 cents to one



Purushottama Naidu and retained 47.5 cents. On 25.10.1960, Duraiswamy Naidu sold the entire 47.5 cents of A.K.Kaderkutty and K.Natarajan by sale deed registered as Document No. 2694/1960 on the file of the Sub Registrar, Saidapet. In November 1960, A.K.Kaderkutty and T.N.Krishnaswamy, father of K.Natarajan formed a partnership firm called 'Kutty Flush Doors and Furniture Company'. This property was brought into the partnership. On 21.06.1962, the plaintiff company was incorporated and the assets of the partnership were acquired and stood vested with the plaintiff company. It is thus seen that in the plaint, a clear line of title had been stated originating from the purchase by Duraiswamy Naidu on 19.12.1946 to the incorporation of the plaintiff company on 21.06.1962 and acquisition of the assets of the partnership firm by the plaintiff by Board Resolution dated 27.05.1963 and a subsequent Board Resolution dated 04.07.1964. It has to be stated that *prima facie* the plaintiff has established title to the property in schedule A to the plaint.

45. On the other hand, the first defendant has not produced any document certifying title on the first defendant. The first defendant produced a patta for the said property. A patta can never be a document of title. As a matter of



fact, it had been contended that the said patta is a false and bogus patta.

However, on the strength of the said patta, the first defendant had executed a settlement deed in favour of the second defendant.

46. It must also be mentioned that in 2005, the National Highways Authority of India had acquired 13.51 cents out of 47.50 cents and the compensation of Rs.1,24,61,207/- was paid to the plaintiff by award dated 06.12.2006.

47. There are rival claimants to the tile of the property but all of them base their claim on pattas being issued by the Thasildar of Egmore-Nungambakkam and Aminjikarai.

48. Originally, one Valliammal, in the year 2000, who also obtained a patta. Subsequently, the Thasildar Egmore-Nungambakkam Taluk had admitted that the patta was erroneously issued. This patta was cancelled by the Collector, Chennai by order dated 21.11.2002. A fresh patta was issued in the name of the plaintiff.



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49. Later in 2014, one K.Anitha, w/o. N.P.K.Kumar filed O.S.No. 5715 of 2014 before the III Assistant City Civil Court, Chennai, seeking injunction over the said property. The plaintiff was impleaded as the second defendant. That suit is still pending.

50. In the year 2019, the Tamil Nadu State Marketing Corporation Limited (TASMAC), and its licensees tried to trespass into the property. The plaintiff filed W.P.No. 1173 of 2019 seeking a mandamus against TASMAC and by an order dated 05.04.2019, the plaintiff was permitted to put up a compound wall. The plaintiff put up a fence and this was recorded by this Court in order dated 16.09.2019.

51. The first defendant then relied on a patta bearing No. 217200/2007 issued by the Thasildar, Egmore-Nungambakkam Taluk. He begin to interfere with the possession of the plaintiff.

52. It must be pointed out that none of these individuals, namely, Valliammal, K.Anitha or the first defendant V.S. Villivakkam Velu had



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questioned the award passed by NHAI on 06.12.2006 to a sum of Rs.1,24,61,207/- for acquisition of 13.51 cents. The plaintiff was recognised as being entitled to receive the award amount. Such recognition was on the basis of the revenue records and the title of the plaintiff. Therefore, one authority had acknowledged the title of the plaintiff.

53. An argument had been raised on behalf of the third to sixth defendants that the plaintiff relies on a decree of this Court in C.S.No. 816 of 2016 and that the said decree is a collusive decree. The original purchasers A.K.Kaderkutty and K.Natarajan had declared the plaintiff to be the title holder of the property. After their demise, the suit had been instituted against their legal heirs to affirm such declaration. Therefore, even though at first glance it could be viewed as a collusive suit, still, it was a suit seeking declaration of title as there was a possibility of the legal heirs creating a cloud over the title of the plaintiff. The plaintiff had acquired the properties by Board Resolutions and had taken possession of the property which was originally brought into the partnership firm by A.K.Kaderkutty and Krishnaswamy, the father of K.Natarajan. Therefore, I would not give much credence to the allegation that the said decree in C.S.No. 816 of 2016 is a



collusive decree. It was only perfection of existing title.

54. On the basis of a patta which is said to be a fraudulent patta, the first defendant had executed a settlement deed in favour of the second defendant. This was registered in the office of the Sub Registrar, Anna Nagar, as Document No. 2169 of 2020 dated 25.08.2020. The document does not reflect any prior sale deed confirming title the first defendant to execute such sale deed. It only reflects the patta. A patta can never be considered as a document of title and when balanced against sale deeds, it submerges into insignificance.

55. The third to sixth defendants had purchased the property under four sale deeds from the second defendant. The second defendant had no title except a settlement deed executed by his father on the basis of a patta which was said to be fraudulently obtained and therefore, the third to sixth defendants cannot get better title than the second defendant, who actually did not gain any title under the settlement deed.

56. The learned Senior Counsel appearing on behalf of the third to sixth defendants stated that the defendants are in possession and had leased out the



property to Bashyam Constructions, who have put up sheds and their workers are residing in that particular place. However, the plaintiff in the plaint has also asserted possession and had stated that the company of the plaintiff is functioning from the suit schedule property. The third to sixth defendants cannot claim lawful title to claim right to be in possession.

57. One further contention by the learned Senior Counsel on behalf of the third to sixth defendants is that the plaintiff had produced only xerox copies of documents. The issue of admissibility of those documents will arise during the course of trial. The burden is always on the plaintiff to prove title and possession on the basis of admissible documents. At this stage, while examining the Interlocutory Applications, it is clear from the averments in the plaint and in the affidavits filed in support of O.A.Nos. 250 & 251 of 2024 that the plaintiff has asserted that they have title and that they are in possession. They are in lawful possession. They are in possession of documents reflecting title and therefore, have a right to be in possession. The documents produced by the defendants only surround the grant of disputed pattas. But no title deed had been produced.



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58. I hold that the plaintiff has made out a *prima case* by proving title to the property. The contention that Bhasyam Constructions are in possession on the basis of a lease deed is rejected by this Court. The plaintiff has also produced documents to show that they are in possession. No doubt, they have produced xerox copies but at the time of trial, the admissibility of the documents would be examined. The plaintiff had produced the copy of the award dated 06.12.2006 issued with respect to payment of compensation for acquisition of lands by NHAI. They have also produced proof for payment of Urban Land Tax and notice issued by Urban Land Tax authorities. They have also filed documents relating to the invoice in security service. Tax is being paid by the plaintiff and the latest tax receipt is dated 05.03.2024 which is just prior to the institution of the suit. The defendants base their case on a patta which is clouded with suspicion. No Court can come to the rescue of a party whose credentials are doubtful. There is also a criminal case which had been registered for production of fake patta. The defendants will have to set their house in order before claiming to be in possession.

59. The balance of convenience is certainly in favour of the plaintiff as the



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document establish that the plaintiff is the title holder of the property.

60. I also hold that the plaintiff will be put to much loss and hardship if the order granting interim injunction is vacated. The order had been granted after tracing the title to the property. The title vests with the plaintiff.

61. In view of these reasons,

- (i) O.A.No. 250 of 2024 is allowed;
- (ii) A.No. 2216 of 2024 is dismissed;
- (iii) O.A.No. 251 of 2024 is allowed; and
- (iv) A.No. 2217 of 2024 is dismissed.

62. In view of the fact that the defendants have relied on a document which is alleged to be fraudulent namely, patta by the first defendant, costs are also awarded. The third to sixth defendants to jointly pay costs of Rs.1,00,000/- to the plaintiff.

28.06.2024

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Index:Yes/No

Neutral Citation:Yes/No



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Speaking order : Yes/No

C.V.KARTHIKEYAN, J.

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Pre Delivery Order made in
O.A.Nos. 250 & 251 of 2024
And
A.Nos. 2216 & 2217 of 2024
IN
C.S.No. 71 of 2024`

28.06.2024

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