



WEB COPY



C.R.P.Nos.2125, 2126 & 2127 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 31.07.2024
PRONOUNCED ON : 09.01.2025

CORAM

THE HONOURABLE MR.JUSTICE M.NIRMAL KUMAR

C.R.P.Nos.2125, 2126 & 2127 of 2024

and

C.M.P. Nos.11274, 11275, 11297, 11298, 11283, & 11299/2024

Dhinoo Gopalakrishnan

... Petitioner
(in all CRPs)

Vs.

1.RKA Engineering Pvt Ltd.,
Represented by its Director,
A1, SIPCOT Industrial Complex,
Irungatukottai,
Sriperumbudur Taluk,
Kancheepuram.

2.Reema Dhinoo
Wife of Dhinoo Gopalakrishnan
The Director of RKA Engineering Pvt Ltd.,
A1, SIPCOT Industrial Complex
Irungatukottai,
Sriperumbudur Taluk,
Kancheepuram.

3.Ramakrishna Engineering Company
Rep by its Managing Partner,
A1, SIPCOT Industrial Complex
Irungatukottai,
Sriperumbudur Taluk,
Kancheepuram.

... Respondents
(in all CRPs)



C.R.P.Nos.2125, 2126 & 2127 of 2024

COMMON PRAYER: Civil Revision Petitions filed under Article 227 of Constitution of India, to set aside the order of *ex parte* ad-interim injunction order dated 22.03.2024 respectively in I.A.Nos.2 to 4 of 2024 in O.S.No.82 of 2024, on the file of the District Munsif Court, at Sriperumbudur.

For Petitioner : Mr.R.Praveen
(in all cases)

For Respondents : M/s.Prof.M.Udaya Bhanu
(in all cases)

COMMON ORDER

Since the issue involved in all the Civil Revision Petitions is one and the same, they are disposed of by this common order.

2. The petitioner, who is the 2nd defendant in the Suit in O.S.No.82 of 2024, on the file of the District Munsif Court, at Sriperumbudur, has come forward with the Present Revisions challenging the order of *ex parte* ad-interim injunction, granted on 22.03.2024 respectively in I.A.Nos.2 to 4 of 2024 in O.S.No.82 of 2024, by the learned District Munsif, Sriperumbudur.



WEB COPY

3.Mr.R.Praveen, the learned counsel appearing for the Petitioners / 2nd Defendant would submit that the petitioner is the Managing Partner of the 3rd Respondent partnership Firm, “Ramakrishna Engineering Company, which was originally formed by Mr.K.Seetharaman and Mr.L.Gopalakrishnan, be executing a Partnership Deed, dated 10.08.1974. The Partnership Firm involved in the business of manufacturing Hi-Technology Engineering Products such as Rockets and Missile Components, Systems and Sub-Systems and related Aerospace Engineering items in association with Government of India's respective Departments. The Partnership Firm enjoys a 99 year lease hold rights over the land situated at A1, Sipcot Industrial Park, Irungattukotai, Sriperumbudur Taluk, Kancheepuram District. The 1st Respondent / the Director, RKA Engineering Pvt Ltd., approached the Partnership Firm to let out an area ad-measuring 5000 Sq.ft comprised in S.No.99(pt) 100(pt) at A1, Sipcot Industrial Park, Irungattukotai, Sriperumbudur Taluk, Kancheepuram District, to carry on Industrial activities (Rented Premises), and the parties mutually executed a Lease Agreement, dated 22.01.2021.



WEB COPY

4. It is further submitted that the term of Lease Agreement expired on 21.11.2021. Petitioner formally terminated the Lease Agreement by issuing a legal Notice through his counsel to the 1st Respondent on 22.02.2024. Subsequently, the Partnership Firm dissolved on 26.02.2024. The 1st Respondent sent reply Notice dated 08.03.2024, denying the existence of the Lease Agreement, by calling it a formal document executed for the only purpose of registering the 1st Respondent Company and further denied to pay the rental amounts due on that account. Subsequently, the Respondents 1 and 2 preferred the Suit in O.S.No.82 of 2024 before the District Munsif, Sriperumbudur and obtained an order of ex-parte ad-interim injunction against the petitioner without following due procedure of law. Hence, the learned counsel prays for allowing the Revisions by setting aside the order of the Court below.

5. Prof.M.Udaya Bhanu, the learned counsel appearing for the 2nd Respondent filed a common affidavit and would submit that the Petitioner and the 2nd Respondent are husband and wife and got married in the year 1997. The Company was established in the year 2001. Since from the very inception of the Company, the Petitioner



and the 2nd Respondent were in marital bond and it is absolutely absurd to state that the 2nd Respondent is a stranger and approached the Petitioner to let out the area of 5000 Sq.ft. It is not necessity for the 2nd respondent to incorporate a Partnership Firm to run a business in Petitioner's Premises. Ramakrishna Engineering Company handled ISRO projects in the name of RK Aerospace and in the year 2020 it was closed due to non-payment of GST and still the petitioner is a defaulter before the GST. The total area of Ramakrishna Engineering Company is 2 Acres and the Petitioner let out 5000 Sq.ft to the Respondents 1 and 2 through an unregistered Lease Agreement without any witness. The petitioner and the 3rd Respondent not mentioned the boundaries for the let out premises. The 2nd respondent not even visited the Company, since the inception of the RKA Engineering Pvt Ltd., Petitioner alone managed the Company and the 2nd respondent acknowledged the interest of the Petitioner for his career development, the petitioner made the 2nd respondent to sign the lease agreement. Since the petitioner was her husband, she trusted him, blindfoldedly signed all papers without reading it.

6. The learned counsel further submitted that the petitioner damaged the Suit property thereby disturbing the 2nd respondent from



peacefully conducting the business. It is the court to decide that the Order 39 Rule 1 is a necessary ingredient to grant ad-interim Injunction. After filing divorce petition before the Family Court, Chennai, the petitioner creating pathetic situation to the Respondents 1 and 2 and misleading the Court. From the inception of the 1st Respondent till December 2023 the petitioner was managing the Company and even acted as sole proprietor of the 1st Respondent Company. The petitioner enjoyed all the financial benefits until December 2023 after misusing the Company funds, he evaded and when the 2nd respondent came to know about the Petitioner's fraudulent activities in the Company, she undertook the Company.

7. After filing the Divorce petition before the Family Court at Chennai, the petitioner left his house to live with his mistress at the address mentioned in O.S.No.82 of 2024, even in the Divorce petition the petitioner mentioned that he is living in the 3rd Respondent. One Mr.Vivek Seetharaman Co., Managing Partner of Ramakrishna Engineering Company already given No objection to use the machineries for the purpose of 1st Respondent RKA Engineering Pvt Ltd business, and the petitioner acknowledged his debts and also acknowledges that he is liable to pay me the monies through a letter



dated 22.03.2022. The 2nd respondent filed the Suit only for Permanent Injunction restraining the Petitioner from disturbing my peaceful possession without due process of law. She never claim any ownership rights towards the schedule property, but the petitioner should not throw the 2nd respondent out from the schedule property illegally.

8. I have heard the learned counsels appearing on either side and perused the materials available on record.

9. On perusal of the records it is seen that the Plaintiffs / Respondents 1 and 2 filed a Suit in O.S.No.82 of 2024, before the learned District Munsif, Sriperumbudur, against the Petitioner/D2 and the 3rd Respondent/D1, for permanent injunction restraining the defendants from interfering

(i) with peaceful possession and enjoyment of the plaintiffs in the schedule mentioned property without due process of law,

(b) with peaceful running of the 1st Plaintiff's Company by the 2nd Plaintiff in the name and style of "RKA Engineering Pvt Ltd.," in the schedule mentioned property



WEB COPY



C.R.P.Nos.2125, 2126 & 2127 of 2024

(c) into the lease agreement or rental agreement or any other mutual agreement or deeds with the 3rd party pertaining to the schedule mentioned property and (d) For cost.

10. It is seen that the plaintiffs filed Applications in Nos. I.A.Nos.2 to 4 of 2024 in O.S.No.82 of 2024, on the file of the learned District Munsif, at Sriperumbudur, seeking for ex-party ad-interim injunction restraining the defendants from interfering with the plaintiffs' peaceful possession and enjoyment of the suit schedule property on which ex-party ad-interim injunction in the terms prayed for by the plaintiffs was granted on 22.03.2024. Aggrieved over the same, the Petitioner, who is the 2nd Defendant in the Suit, is before this Court with the present Civil Revision Petitions.

11. On perusal of the records it is seen that the petitioner is the Managing Partner of the 3rd Respondent Partnership Firm, viz., "Ramakrishna Engineering Company. The Partnership Firm involved in the business of manufacturing Hi-Technology Engineering Products such as Rockets and Missile Components, Systems and Sub-Systems and related Aerospace Engineering items in association with Government of India's respective Departments. The Partnership Firm



enjoys a 99 year lease hold rights over the land situated at A1, Sipcot Industrial Park, Irungattukotai, Sriperumbudur Taluk, Kancheepuram District. The 1st Respondent / The Director, RKA Engineering Pvt Ltd., approached the Partnership Firm to let out an area ad-measuring 5000 Sq.ft comprised in S.No.99(pt) 100(pt) at A1, Sipcot Industrial Park, Irungattukotai, Sriperumbudur Taluk, Kancheepuram District, to carry on Industrial activities (Rented Premises), and the parties mutually executed a Lease Agreement, dated 22.01.2021. Lease Agreement expired on 21.11.2021. Petitioner formally terminated the Lease Agreement by issuing a legal Notice through his counsel to the 1st Respondent on 22.02.2024. Subsequently, the Partnership Firm dissolved on 26.02.2024. The 1st Respondent sent reply Notice dated 08.03.2024, denying the existence of the Lease Agreement. Subsequently, the Respondents 1 and 2 preferred the Suit in O.S.No.82 of 2024 before the District Munsif, Sriperumbudur and obtained an order of ex-parte ad-interim injunction against the petitioner without following due procedure of law.

12. According to the learned counsel for the respondents the Petitioner and the 2nd Respondent are husband and wife and got married in the year 1997. The Company was established in the year



2001. The total area of Ramakrishna Engineering Company is 2 Acres and the Petitioner let out 5000 Sq.ft to the Respondents 1 and 2 through an unregistered Lease Agreement without any witness. The petitioner and the 3rd Respondent not mentioned the boundaries for the let out premises. The 2nd respondent not even visited the Company, since the inception of RKA Engineering Pvt Ltd., Petitioner alone managed the Company and the 2nd respondent acknowledged the interest of the Petitioner for his career development, the petitioner made the 2nd respondent to sign the lease agreement. Since the petitioner was her husband, she trusted trusted him, blindfoldedly signed all papers without reading it. The petitioner damaged the Suit property thereby disturbing the 2nd respondent from peacefully conducting the business. After filing divorce petition before the Family Court, Chennai, the petitioner creating pathetic situation to the Respondents 1 and 2 and misleading the Court.

13. It is seen that the contention of the 2nd respondent, who is the wife of the Petitioner/D2, and the Director of RKA Engineering Pvt.Ltd., Kancheepuram, that since the Petitioner/D2 was her husband, she trusted him, blindfoldedly signed all papers without reading it, cannot be accepted for the simple reason that as a Director



of a Limited Company, she must know the importance of signing the documents after reading and should would not sign any paper against her interest. It is seen there was a Lease Agreement, dated 21.11.2021 entered into between the parties only for a limited area of 5000 Sq.ft out of a total extent of 12,000 Sq.ft. The 1st respondent in its plaint described the rented suit schedule property as 12,000 Sq.ft and the Court in haste manner granted Ad-interim ex-parte injunction for the entire 12,000 Sq.ft., that too, without notice to the other side. The only thing to be considered is whether reasons are recorded by the Court below, if notice is not ordered before granting ex-parte ad-interim injunction. In this case, absolutely, no reasons has been given by the Court below before granting Ad-interim ex-parte injunction. The Court below granted injunction only based on pleadings, which are not reproduction of law and it only narrates the facts in brief. The *ex-parte* ad interim injunction order passed by trial Court is by illegal exercise of discretion in fragrant violation of the settled principles of law, by dispensing notice where Court has to record reasons for it, but not to do.

14. For all these reasons, the Civil Revision Petitions are allowed and the ex-party Ad-interim injunction, granted on



C.R.P.Nos.2125, 2126 & 2127 of 2024

22.03.2024, respectively in I.A.Nos.2 to 4 of 2024 in O.S.No.82 of 2024, by the learned District Munsif, Sriperumbudur, are set aside.

The learned District Munsif, Sriperumbudur, is directed to dispose of the Suit in O.S.No.82 of 2024 within a period of six months from the date of receipt of a copy of this order. Consequently, the connected miscellaneous petitions are also dismissed. However, there shall be no order as to costs.

09.01.2025

Speaking Order/Non Speaking Order
Index : Yes/No
Internet : Yes
vv2 / mpk

Note : Registry is directed to return back the original records to the Court Concerned, forthwith.



WEB COPY



C.R.P.Nos.2125, 2126 & 2127 of 2024

To

- 1.The District Munsif
Sriperumbudur.
- 2.The Section Officer,
V.R Section,
Chennai.



WEB COPY



C.R.P.Nos.2125, 2126 & 2127 of 2024

M.NIRMAL KUMAR, J.

vv2

PRE-DELIVERY ORDER
IN
C.R.P.Nos.2125, 2126 & 2127 of 2024

09.01.2025