



CRP.No.5765 of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on:17.11.2025

Pronounced on:28.11.2025

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**THE HONOURABLE MR.JUSTICE P.B.BALAJI**

**CRP. No.5765 of 2025  
and  
CMP. Nos.28658 & 28659 of 2025**

M/s.Paterson Cancer Center Private Limited,  
Rep. By its Managing Director,  
Dr.S.Vijayagaghavan,  
No.175, NSK Salai, Vadapalani,  
Chennai – 600 026.

Petitioner(s)

Vs

M/s.Modras Motors Private Limited,  
Represented by Director Pulkit Garg,  
No.24, Gilchrist Avenue,  
Off Harrington Road, Chetpet,  
Chennai – 600 031.

Respondent(s)

**PRAYER:** This Civil Revision Petition is filed under Article 227 of the Constitution of India, to call for the records in Order dated 12.11.2025 in I.A. No.9 of 2025 in O.S. No.66 of 2025 of the learned Additional District Munsif Court, Poonamallee and set aside the same.

For Petitioner : Mr.P.V.Balasubramaniam  
Senior Counsel for  
Mr.B.Natarajan  
For Respondent : Mr.R.Thiagarajan, for  
Mr.M.Mathan Raj

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**ORDER**



WEB COPY

CRP.No.5765 of 2025



The plaintiff in a suit for permanent injunction, aggrieved by the order passed by the Trial Court in an Application filed by the defendant, invoking Section 8 of the Arbitration and Conciliation Act, 1996 r/w Order VII Rule 11 (d) of CPC, referring the suit dispute to arbitration, is the revision petitioner.

2. I have heard Mr.P.V.Balasubramaniam, learned Senior Counsel for Mr.B.Natarajan and Mr.R.Thiagarajan, for Mr.M.Mathan Raj, learned counsel for the respondent.

3. The learned Senior Counsel Mr.P.V.Balasubramaniam, would submit that the revision petitioner sought for relief of permanent injunction to restrain the respondent/defendant from interfering with its peaceful possession and enjoyment of Item No.2 of the suit property. The learned Senior Counsel would submit that pending the suit, the petitioner had the benefit of an interim injunction initially, which was later modified to an order of status quo and at that stage, the respondent had moved an Application under Section 8 of the Arbitration and Conciliation Act contending that the parties had agreed to refer the subject disputes to arbitration and therefore, the suit is not maintainable.



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4. According to the learned Senior Counsel, the Trial Court has erroneously allowed the Application, without noticing that the property in respect of which the relief of injunction is sought for, is not the subject matter of any agreement between the plaintiff and the defendant, much less an arbitration agreement.

5. In this regard, the learned Senior Counsel would invite my attention to the relevant agreements between the plaintiff and defendant, besides the claim of the petitioner's possession in respect of Item 2 of the suit property under an agreement of sale with the owner of the said property. The learned Senior Counsel would further state that taking advantage of the suit being referred to arbitration, the respondent/defendant has hastened to alter the physical features and he would therefore seek for restoration of status quo ante.

6. Per contra, Mr.R.Thiagarajan, learned counsel for the respondent/defendant would submit that the respondent/defendant has no other dealings with the petitioner/plaintiff and already the petitioner has sold 8 grounds 1030 sq.fts, in and by registered sale deed for valuable



WEB COPY

CRP.No.5765 of 2025



sale consideration parted with by the respondent/defendant and that there is also an agreement on the same date entered into between the parties, in and where by the petitioner/plaintiff has agreed to regularise his title in respect of 1200 sq.ft and convey the same to the respondent/defendant.

7. The learned counsel Mr.R.Thiagarajan, would therefore state that the petitioner/plaintiff is confusing the issue as if Item No.2 of the suit property is totally a different property and nothing to do with the agreement between the petitioner and the respondent. The learned counsel would also submit that the plaintiff has not produced even a scrap of paper to establish that he is in possession or that he was put in possession by the vendor/agreement holder. In this regard, he would take me through the agreement between the plaintiff and the present owner which does not indicate that possession has been handed over to the plaintiff. Therefore, the learned counsel Mr.R.Thiagarajan, would submit that there is no error committed by the Trial Court and rightly, the Section 8 Application has been allowed and the parties have been directed to go before the Arbitration. The learned counsel would further state that even in respect of 1200 sq.fts, the respondent is willing to pay the agreed sale consideration and it is the petitioner who is attempting



to evade the execution of the sale deed in favour of the respondent. The respondent has also relied on an expert opinion report dated 11.03.2025 opining that the signature in the sale agreement dated 19.03.2012 and registered sale deed dated 28.03.2012 are not similar and therefore, the very agreement itself under which the petitioner claims right to the suit property is fabricated and hence, no reliance can be placed on the same.

8. I have carefully considered the submissions advanced by the learned Senior Counsel Mr.P.V.Balasubramaniam for the petitioner and Mr.R.Thiagarajan, learned counsel for the respondent.

9. On 09.08.2023, the plaintiff has executed a registered sale deed in favour of the respondent conveying 8 grounds & 1030 sq.ft as per title deed and 20451 sq.ft as per patta, comprised in Old Survey Nos.127/7C2, 128/1 and 128/2, New. Survey Nos.127/7C3A1C1D and 128/1A2 of Maduravoyal Village and Taluk, Chennai District. On 01.08.2023, prior to the execution of the sale deed, the petitioner and the respondent have entered into two separate agreements of sale, one in respect of subject matter of the sale deed dated 09.08.2023 and another in respect of 1200 sq.ft, comprised in Survey No.128/2 part,



Maduravoyal Village and Taluk, Chennai District. One agreement regarding the 8 grounds 1030 sq.ft has already been given effect to with the execution of registration of sale deed. Admittedly, in respect of the second agreement dated 01.08.2023, in respect of 1200 sq.ft, there is no further document that has been executed by the petitioner in favour of the respondent. Admittedly, the respondent has also not filed any suit for specific performance of the said agreement of sale, as on date.

10. The suit in O.S. No.66 of 2025 has been filed by the petitioner contending that there is an extent of 10.50 cents (4578 sq.ft) comprised in old S.No.128/2, New Survey No.128/2B, which they have agreed to purchase from their vendors. It is the categorical assertion of the plaintiff that the plaintiff's vendors have placed the plaintiff in possession of the said 10.50 cents of lands comprise in S.No.128/2B. In the plaint as well, the petitioner has spoken about the agreement of sale dated 01.08.2023 in respect of sale of 1200 sq.ft in Survey No.128/2 part to the defendant. Alleging that the defendant is trying to take into the Item 2 of the suit property which is the 10.50 cents land. The plaintiff has lodged police complaints on 28.01.2025 and 17.02.2025 and thereafter, has filed the suit. Though the suit property has been described as Item Nos.1 and 2



WEB COPY

CRP.No.5765 of 2025



with Item 1 referring to 8 grounds and 1030 sq.ft which admittedly, has been conveyed in favour of the defendant, relief is sought for only in respect of Item 2, which is 10.50 cents comprised in Survey No.128/2B.

11. Both the suit items viz., Items 1 and 2 where originally belonging to V.Gopalakrishnamoorthy and three others and they have purchased the same, in and by sale deed dated 11.05.2006 in Doc.No.2511/2006 on the file of the Sub Registrar, Virugambakkam. Both the items of properties have been conveyed in favour of R.Rajalakshmi, C.Surendran and R.Sivasakthi. Subsequently, the petitioner has entered into a sale agreement on 19.03.2012 with the said purchasers Rajalakshmi and two others to purchase Item No.2, viz.,10.50 cents. No doubt the said agreement does not speak about the petitioner being put into possession of the said 10.50 cents. The said agreement is also attached by the respondent on the ground that it is fabricated, based on a private handwriting expert's report.

12. Apart from agreeing to sell 8 grounds 1030 sq.ft, to the respondent, the petitioner has also agreed to convey an additional 1200 sq.ft. Both the agreements were executed on one and the same date. viz.,



WEB COPY

CRP.No.5765 of 2025



01.08.2023. It is an admitted position that in respect of 8 grounds and 1030 sq.ft. the parties proceeded with the agreement and sale deed came to be executed in favour of the respondent. However, in respect of the agreements pertaining to 1200 sq.ft, there has been no conveyance in favour of the respondent. It is this agreement in respect of 1200 sq.ft which contains an arbitration clause. It is seen from the said agreement that the parties have acknowledged the agreement of even date that is 01.08.2023 for sale of 8 grounds 1030 sq.ft. However, it is noticed from the covenants in the said agreement that in respect of the very same property, the petitioner is in actual possession of an additional 1200 sq.ft, abutting the land measuring 8 grounds and 1030 sq.ft, and this 1200 sq.ft has also been agreed to be sold to the respondent by the petitioner. However to enable transfer of the said land, the petitioner has agreed to obtain valid title and patta in its name before conveying the said extent of 1200 sq.ft.

13. It is thus clear on a conjoint reading of both the agreement of sale dated 01.08.2023, the property that was sought to be conveyed to the respondent was only the property measuring 8 grounds 1030 sq.ft along with the additional 1200 sq.ft in respect of which, the petitioner did not



WEB COPY

CRP.No.5765 of 2025



have any valid title. As already discussed above, the agreement covenants clearly point out to such an arrangement alone. It is only in respect of this property that the petitioner and the respondent have a valid arbitration agreement, which alone can be referred to arbitration under Section 8 of the Arbitration and Conciliation Act, 1996.

14. It is clearly evidenced from the sale deed in favour of Rajalakshmi and two others that the 10.50 cents is a separate item of the property and not forming part of 8 grounds 1030 sq.ft and from the reading of the agreement of sale between the petitioner and the respondent in respect of 1200 sq.ft., it is further established that the said 1200 sq.ft is an additional area under the possession of the petitioner along with 8 grounds and 1030 sq.ft alone. The agreement between the petitioner and the respondent revolves only around Item No.1 and not Item No.2 of the suit property. Even the vendors that is the present owners while purchasing the properties viz., Item Nos.1 and 2 have clearly mentioned that the conveyance is in respect of two distinct items viz., 8 grounds and 1030 sq.ft being the first item and 10.50 cents being the second item. It is only in respect of this 10.50 cents, which the petitioner claims to be in possession and complaining of interference by



the respondent, has instituted the suit for permanent injunction.

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15. Though Mr.R.Thiagarajan, learned counsel vehemently contends that the petitioner has not proved possession and the agreement is also forged, I am presently testing only the orders passed under Section 8 of the Arbitration and Conciliation Act, 1996 and therefore, I cannot go into the merits of the claims of the petitioner in the Civil Suit or in the interim application for injunction. Having found that the Item 2 of the suit property is independent and distinct to the agreement of sale dated 01.08.2023, which has an arbitration clause, in respect of disputes pertaining to Item No.2, viz., 10.50 cents, admittedly, there being no arbitration clause between the parties, the Trial Court ought to have dismissed the application under Section 8 of the Act.

16. On going through the order of the Trial Court, I find that without any discussion whatsoever, the Trial Court has jumped to the conclusion that the property mentioned in the sale agreement and Item No.2 of the suit property as one and the same. The findings are not supported by any reasons whatsoever and in view of the discussions made herein above, the suit property is entirely different from the



WEB COPY

CRP.No.5765 of 2025



property which is subject matter of the sale agreement between the petitioner and the defendant which contains an arbitration clause.

Therefore, the order passed by the Trial Court is clearly perverse and improper, liable to be interfered with in the revision.

17. It is seen that pending the suit initially, the petitioner was granted an interim injunction on 25.02.2025 and the same was in force and subsequently, it was extended upto 24.04.2025 on which date, the Application under Section 8 of the Arbitration Clause, having been filed, the Trial Court, though did not extend the interim order, directed both parties from dealing with the suit property and to maintain status quo till the disposal of Section 8 Application under the Act. Taking advantage of the Section 8 petition being allowed, the respondent has hastily proceeded to alter the physical features. In fact, when the revision was moved before me, even at the stage of dispensing with production of the certified copy of the order, I had directed the parties to maintain status quo to avoid further complications in the matter.

18. In view of the revision being allowed, the status quo that was prevailing as on the date of the status quo order being granted viz.,



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24.04.2025, is to be restored, which alone would subserve the cause of justice, as the respondent cannot be allowed to take advantage of an erroneous order, referring the suit dispute to arbitration without there being any valid arbitration agreement in respect of Item 2 of the suit property.

19. In view thereof, the respondent shall restore status quo ante as of 24.04.2025 forthwith and the Trial Court shall proceed to dispose of the application for interim injunction in I.A. No.3 of 2025, expeditiously and within a period of four 4 weeks from the date of receipt of the copy of the order.

20. In fine, Civil Revision Petition is allowed with the above directions. Consequently, connected Miscellaneous Petitions are also closed. No costs.

**28.11.2025**

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Index : Yes / No

Internet : Yes / No

To:

The Additional District Munsif, Poonamallee



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CRP.No.5765 of 2025



**P.B.BALAJI, J.,**



WEB COPY

CRP.No.5765 of 2025



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**Pre-delivery order in**  
**CRP. No.5765 of 2025**  
**and**  
**CMP. Nos.28658 & 28659 of 2025**

**28.11.2025**