IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 11.02.2026

CORAM :

THE HONOURABLE MRS. JUSTICE R. KALAIMATHI

C.M.A.No.3250 of 2025

1.M/s.Goal Closures
Partnership Firm
No.190, Perur Road,
Selvapuram Post,
Coimbatore - 641 026.

2.V.Ponnusarny, Partner
M/s.Goal Closures. ... Appellants/Respondents/ Defendants

vs.

M/s.The Pentacostal Mission Society,
rep.by its Manager/ Paster D.John
...Respondent/Petitioner/Plaintiff

PRAYER: Civil Miscellaneous Appeal is filed under Order XLIII Rule 1(r) of CPC, to set aside the fair and decreetal order in I.A.No.2 of 2024 in O.S.No.503 of 2024 dated 28.10.2024 on the file of the Additional District Judge at Chengalpattu.

For Appellants : Mrs.V.Srimathi

For Respondent : Mr.S.Mukunth
Senior Counsel
for M/s.K.Premkumar

JUDGMENT

This Civil Miscellaneous Appeal has been preferred by the respondents/defendants herein as against the fair and decreetal order passed in I.ANo.2 of 2024 in O.S.No.503 of 2024 dated 28.10.2024 on the file of Additional District Court, Chengalpattu.

2. The parties are indicated herein as per their litigative status and ranking before the trial Court.

3. Details of affidavit are stated in brief:

The petition is taken out by the plaintiff. The petitioner-society (Pentecostal Mission Society) is a religious institution. The first respondent-Mr.Goal Closures is a Partnership Firm and it owns vacant land, comprised under two items, situated at Irumbuliyur Village, Thambaram Taluk. Toal extent of the land is acre 1.40 cents. The then Managing Partner of the first respondent partnership firm Smt. Vichitra offered to sell the suit property to the petitioner- society and it was agreed to purchase the same for a sale consideration of Rs.9,40,01,600/- (Rupees Nine Crores Forty Lakhs One Thousand and Six Hundred only). The petitioner paid a sum of Rs.5,00,00,000/- through RTGS to the first respondent's bank account on 28.03.2019.

3.1. On 30.03.2019, an agreement for sale was executed by the then Managing partner, Vichitra in favour of the petitioner. As per terms of the said agreement, the first respondent has to complete certain acts as pre-conditions so as to conclude the sale. The main conditions are:

1. The first respondent has to construct compound wall around the suit property.
2. The litigation initiated by one Chellammal and others in respect of the suit property has to be finally decided by the Court.
3. The mortgage created with the financial institution in respect of suit property has to be discharged by the respondents.

4.The respondents/defendants have to measure and fix boundaries of the suit property with the help of Taluk Surveyor.

5.All the revenue records have to be mutated in the name of the first respondent.

3.2. The aforestated conditions have to be complied with within six months. If it is not completed in time, then the time to complete the sale can be extended beyond the period of six months. The first respondent partnership firm through its then Managing Partner Vichitra handed over the possession of the suit property to the petitioner during the second week of December 2019. The petitioner started to construct the compound wall around the suit property. The petitioner incurred expenses to the tune of Rs.50,00,000/- for the said construction. The first respondent agreed to reimburse the cost of the construction to the petitioner at the time of execution of the sale deed.

3.3. Upon demand of the first respondent firm, the petitioner-Society paid a further sum of Rs.2 crores on 18.12.2019 in to the bank account of the first respondent partnership firm through RTGS mode. Thereafter, an amount of Rs.1.5 crore was paid by the petitioner-society through RTGS mode into the bank account of first respondent partnership firm on 23.03.2020.

3.4. The petitioner completed the construction of compound wall around the suit property during September 2020 and the petitioner has been in possession and enjoyment of the suit property since December 2019. The petitioner has also purchased a small piece of land measuring about 0.10 cents situated on the southern side of the suit property, which comes within the compound wall constructed by the petitioner-society around the suit property.

3.5. Meanwhile, one of the litigation touching the title of the suit property was ended in favour of the first respondent. The first respondent represented by its then Managing Partner, Vichitra insisted for payment of remaining sale consideration including some extra amount with a promise to clear the mortgage loan created on the suit property shortly. Believing the representation of the first respondent's Managing Partner, the petitioner paid the balance sale consideration of Rs.90,01,600/- (Rupees Ninety Lakhs One Thousand and Six Hundred only) and Rs.4,98,400/- (Rupees Four Lakh Ninety Eight Thousand and Four Hundred only), totalling to Rs.95,00,000/- (Rupees Ninety Five Lakhs) through RTGS mode on 16.06.2022 into the bank account of the first respondent, as demanded by the then Managing Partner. No amount is due and payable by the petitioner to the respondents 1 and 2 with regard to the purchase of the suit property. Though entire sale consideration was paid by the petitioner, the first respondent has been seeking time to discharge the mortgage loan created in favour of the REPCO Bank/third respondent in the suit and thereby, contract period has been extended.

3.6. The petitioner came to know that the erstwhile Managing Partner of the first respondent firm-Vichitra and her family members (totally four persons) committed mass suicide on 20.03.2024 at Coimbatore and a criminal case was registered in Cr.No.53/2024 on the file of the Selvapuram police station, Coimbatore City under Section 174 of Cr.P.C. For that reason also, the performance of contract of sale was further delayed.

3.7. The second respondent existing partner of the first respondent firm has been refusing to furnish the details of reconstituted partnership firm to the petitioner-society. Therefore, the petitioner is not in a position to bring on record the new partners. The second respondent has been demanding huge amount to complete the sale transaction, for which the petitioner is not agreeable for the untenable demand of the second respondent/partner. The petitioner-society has already performed its part of contract and it is always ready and willing to complete the sale transaction. In fact, the respondents do not give any proper reply to the petitioner. The respondents neglected to perform their part of contract, despite the issuance of legal notice dated 25.06.2024 sent to the respondents calling upon them to perform their part of contract of sale dated 30.03.2019.

3.8. Apart from constructing compound wall and a small building measuring about 110 sq.ft within the suit property, the petitioner-society obtained electricity service connection in the name of the first defendant on 21.05.2020 so as to keep their watchman to stay inside the suit property in order to protect the suit property from trespassers and land grabbers.

3.9. So many persons often do visit the suit property in order to purchase the suit property. The attempt of the second respondent to alienate the suit property without performing his part of contract, arose out of agreement for sale dated 30.03.2019 is illegal and amounts to breach of contract after receiving the entire sale consideration from the petitioner. Hence, the petitioner-society has filed a suit for specific performance. The petitioner-society has made out a *prima facie* case and balance of convenience lies in their favour. No prejudice will be caused to the respondents if an order of injunction is granted pending disposal of the suit, as they have already received the entire sale consideration from the petitioner.

4. The details of counter of the respondents 1 and 2 are stated in brief:

The suit property originally belonged to the first respondent herein, which is a partnership firm, and the second respondent is a partner. The sale agreement dated 30.03.2019 makes it clear that possession was not handed over to the petitioner and it still rests with the first respondent. The REPCO bank is not impleaded in the present petition and hence, the petition is hit by non-joinder of necessary party. The respondents are in possession of the land and the petitioner has been illegally trying to enter into the premises of the first respondent.

4.1. Vichitra might have borrowed the amounts from the petitioner or the amounts may be refunded by her, but it has nothing to do with the sale of the suit property. No payment receipt was executed by the said Vichitra. This clearly proves that the petitioner had some personal connection with late.Vichitra. The petitioner having created documents by forging the signature of late Vichitra and filed the petition.

4.2. The suit property was mortgaged with the third defendant (REPCO Bank). The petitioner had never taken any steps to clear the said encumbrance. The schedule of property is not clearly stated in the petition.

4.3. The sole plaintiff M/s. Pentecostal Mission Society, represented by its Manager/Paster D.John, s/o. Dhanraj, has filed an application under Order XXXIX Rule 1 and 2 of C.P.C to grant an order of ad interim injunction restraining respondents 1 and 2 and their men, agents, servants or any other person claiming through or under them from in any manner alienating or encumbering the suit schedule mentioned property pending disposal of the above suit.

5. Heard the learned counsel for the appellants Mrs.V.Srimathi and the learned Senior Counsel for the respondent Mr.S.Mukunth for Mr.K.Premkumar.

6. On perusal of the case records, it appears that the petitioner-society agreed to purchase the suit property on 28.03.2019 and a sum of Rs.5 crores was paid by the petitioner-society to the first respondent. The agreement for sale was entered into between the plaintiff and the first respondent on 30.03.2019. Further case of the petitioner is that the society paid the balance sale consideration of Rs.90,01,600/- (Rupees Ninety Lakhs One Thousand and Six Hundred only) and Rs.4,98,400/- (Rupees Four Lakhs Ninety Eight

Thousand and Four Hundred only), totalling Rs.95 lakhs through RTGS mode on 16.06.2022 into the bank account of the first respondent as demanded by the then Managing Partner Vichitra. No amount is due and payable by the petitioner-society to the respondents 1 and 2 with regard to the purchase of the suit property. It is learnt that the then Managing Partner of the respondents' partnership firm, Vichitra committed suicide. The petitioner-society claims that the second respondent/other partner demands a huge amount to complete the sale transaction, for which the petitioner-society did not agree for the same, as the society has already performed its part of contract and it is always ready and willing to perform to complete the said transaction.

7. It has been contended on behalf of the petitioner-society that the possession of the suit property is handed over to them in the second week of December 2019. Subsequently, the compound wall and a small building measuring 110 sq.ft within suit property have been constructed and the electricity service connection in the name of the first defendant has been obtained on 21.05.2020.

8. Whereas the said details have been denied by the respondents. The main contention raised by the respondents is that as per clause 12 of the Partnership Deed, without the consent of the other partners, late.Vichitra cannot execute any document on unilateral basis. Though it was contended that the amounts transferred to Goal Closures may be for some other needs, it is for the respondents to establish that the amounts paid by the petitioner-society in favour of the Goal Closures (first respondent) are for some other purpose. The only relationship between the petitioner and the respondents are for the purchase of the suit property. Be that as it may, notwithstanding the partnership deed, clear case of the petitioner is that the society has entered into the sale agreement with the then Managing Partner of the first respondent firm in order to purchase the suit property. In pursuance of the same, a sum of Rs.95,00,000/- (Rupees Ninety Five Lakhs only) has been remitted into the account of Goal Closures. All the amounts have been remitted into the first respondent firm's bank account.

9. It has to be presumed that based upon the Agreement of sale, the petitioner-society has made payments amounting to

Rs.95,00,000/- (Rupees Ninety Five Lakhs only). Irrespective of the quantum, whether it is meagre or huge amount, the respondent firm takes a stand that the money/s should have been paid for some purpose in favour of the first respondent, which cannot be acceptable. On perusal of the copy of statement of account of the petitioner-society, it is stated that the said amounts have been transferred from the petitioner-society's bank account to the first respondent partnership firm's bank account through RTGS. For example, in the statement of account of the petitioner-society, on 16.06.2022 through RTGS, a sum of Rs.95,00,000/- (Rupees Ninety Five Lakhs only) was transferred to Goal Closures in connection with Thambaram land.

10. The issue raised in this Civil Miscellaneous Appeal is whether the sale agreement entered by one of the partners without consent of the other partner is acceptable or not. The questions with regard to the death of the partner and the right of the purchaser, etc., have to be dealt with at the time of final disposal.

11. It is pertinent to note that during enquiry, the petitioner-society filed its statement of account (Indian Overseas Bank, Thambaram) in order to prove the fact that the payments pleaded in the petition have been made by the petitioner-society to the first respondent firm. On a thorough perusal of the said copy of the statement of account, it is clearly established that a huge amount has been transferred on various dates in to the bank account of the first respondent firm through RTGS. As regards the pleading to the effect that the sale agreement is forged, it has to be decided at the time of final disposal of the suit.

12. At present, the only issue to be looked into is that the petitioner-society is in consonance with Order XXXIX Rule 1 of CPC has made out a *prima facie* case or not. Based on the aforestated details, this Court does not have any hesitation to conclude that the petitioner has established a *prima facie* case. The petitioner-society strongly contends that the entire payment of Rs.95,00,000/- (Rupees Ninety Five Lakhs only) has been paid to the first respondent firm through RTGS on various dates by filing statement of account of the

petitioner-society. In such circumstances, the balance of convenience is in favour of the petitioner.

13. The petitioner-society further avers that the respondents' firm takes steps to sell the suit property to other parties by stating that so many persons are visiting the suit property, namely, prospective buyers. As claimed by the petitioner, having parted with a huge amount in favour of the first respondent through RTGS, then if the suit property sold to some other person, it will definitely cause heavy monitory loss to the petitioner-society.

14. In such view of the matter, having discussed in detail about both sides cases, the trial court has granted ad interim injunction restraining the respondents 1 and 2 and their men, agents, servants or any other person claiming through or under them from in any manner alienating or encumbering the suit schedule mentioned property, cannot be found fault with.

15. This Court does not find any infirmity or perversity in the finding of the trial court. This Court also does not find any good reason to upset the finding of the trial court.

16. Based on the aforestated narrative, this Civil Miscellaneous Appeal stands dismissed. Sequel to this, the fair and decreetal order passed in I.A.No.2 of 2024 in O.S.No.503 of 2024 dated 28.10.2024 on the file of the Additional District Court, Chengalpattu, stands confirmed. There shall be no order as to costs.

17. The trial court shall dispose of the case preferably within a period of nine (9) months from the date of receipt of a copy of this judgment.

11.02.2026

(2/2)

Index : Yes/No
Internet : Yes/No
Speaking Order/Non-Speaking Order
Neutral Citation Case : Yes/No
apd

To

1.The Additional District Judge,
Chengalpattu.

2. The Section Officer,
VR Section,
High Court, Madras.

R.KALAIMATHI, J.,

apd

C.M.A.No.3250 of 2025

11.02.2026
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