

ORDER-SHEET

IN THE COURT OF CIVIL JUDGE (Jr. Div) No 4 :

KAMRUP(M)

Misc (J) Case No 76/2025

Present : Bhawana Kakati, AJS

Civil Judge (Jr. Div.) No 4, Kamrup(M)

ORDER

27/04/2026 —

This instant Misc. (J) Case had arisen out of the petition filed by the petitioner/plaintiff under Order 39 Rule 1 and 2 R/W section 151 of CPC praying for granting temporary injunction against the opposite party.

The notice of this case was duly issued and served upon the opposite party and the OP had appeared and filed her written objection.

Petitioner's/plaintiff's case in brief is that the Petition by the No.309/25 filed plaintiff/petitioner u/o XXXIX Rule 1&2 r/w Section 151 of C.P.C praying before the Court to restrain the opposite party from

evicting the petitioner from the possession of the suit premises.

The petitioner in his petition has stated that the petitioner is the tenant of Opp. Party in respect of the Schedule premises from the month of April, 2023 by entering into a verbal tenancy agreement on 27th April, 2023. The petitioner invested lakhs of Rupees for renovation of the Schedule premises to establish his business under the name and style of "J.W. Gold" and invested huge capital for furniture and fixture and has earned reputation and goodwill in that locality. The petitioner is irregular in payment of 4 monthly rent at the rate of Rs. 10,000/- and never became defaulter in payment of the rent.

On 08.06.24 and 09.12.24 the Opp. Party visited the suit premises and threatened the petitioner of severe consequences if the petitioner fails to vacate the tenanted premises and Opp. Party had asked the petitioner to vacate the suit premises by 31st January. The Opp. Party threatened the petitioner of stopping electricity supply and other essential supply if the petitioner is not going to vacate the suit premises. The petitioner has stated that there is a prima-facie case and he will face irreparable loss and inconvenience if he is evicted from the suit premises.

The OP in her written objection had stated that the OP is the absolute owner of the commercial shop measuring 301.42 sq.ft. on the ground floor bearing shop no. G-1A together with undivided proportionate share of land measuring 0.06 Are attributed in the building known as “Shradhanjali” covered by Dag no. 394, 1874 of K.P. Patta No. 486 situated at Village Sahar Guwahati. The defendant at no point of time had entered into any verbal tenancy agreement with the plaintiff. The petitioner has occupied the suit premises wrongfully and illegally. The petitioner and his father being the son and husband of the OP respectively used to treat her in inhumane and cruel manner. They used to inflict severe physical mental injury upon the OP making it impossible to the OP to stay in Guwahati for which the OP left for Jaipur on 26.07.2022 in order to save her life. During the stay of the OP in Jaipur, the petitioner wrongfully and illegally occupied the suit premises and started doing business therein in the name and style of “M/S Jewelina” by shutting down the business of the OP in the suit premises which was in the name and style of “M/S Jewellery World”. In the paragraph no. 5 of the plaint, the petitioner mentioned of running a business under the name Jewalia but the annexed documents of the petitioner revealed that the documents pertains to

“M/S J.W. World”. There exists no verbal tenancy agreement between the petitioner and the OP but in order to substantiate the alleged verbal tenancy agreement the petitioner has tried to rely upon certain rent receipts. The execution of such rent receipts are also denied by the OP stating that the rent receipts submitted by the petitioner are forced and manufactured as at the relevant time the petitioner was not present in Guwahati. The amount paid by the petitioner in the bank account of the OP was returned to the petitioner by the OP.

The petitioner has filed the case by suppressing material, facts for which the prayer of the petitioner for temporary injunction is liable to be dismissed.

I have heard the Learned Advocate for the petitioner as well as the Learned Advocate for the OP.

Upon hearing and on going through the contents of the petition and the written objection, it appears that where the petitioner is claiming himself as a tenant of the OP, the OP has straightaway denied tenant landlord relationship between the petitioner and the OP and denied any verbal tenancy agreement between them. It is admitted by the OP that the petitioner is running his business in the suit premises. The petitioner has claimed that the OP has asked the petitioner to vacate the suit premises and threatened

the petitioner of stopping electricity supply and other essential supply if the petitioner is not going to vacate the suit premises.

Considering the rival contentions of the petitioner and the OP there appears a prima-facie to consider prayer for temporary injunction against the Opp. Party.

The petitioner as plaintiff has prayed in the parent suit bearing TS No. 30/2025 for declaring him as a bonafide tenant of the defendant/ OP and protecting him from evicting him from the possession of the suit premises. Further the plaintiff/ petitioner has prayed to restrain the OP/ defendant from disconnecting the supply of essential services.

Before adjudication of the TS No. 30/2025 if the petitioner/ plaintiff is evicted by the OP forcefully without following due process of law, the business of the petitioner in the suit premise will suffer and for that there appears irreparable loss in favour of the petitioner.

The OP has shown no suffering or loss to her on occupying the suit premises by the petitioner who is the son of the OP.

Being so, the balance of convenience lies in favour of the petitioner.

Hence, the opposite party is restrained from evicting the petitioner from the possession of the suit premise till the disposal of the TS No. 30/2025.

With the above order, the instant Misc(J) case is disposed of.