

**IN THE COURT OF THE DISTRICT MUNSIF AT KOTAGIRI,
THE NILGIRIS.**

**Present: G. AMIRTHAM, B.Sc., L.L.B.,
District Munsif-cum-Judicial Magistrate, Kotagiri**

Dated this 27th day of February 2026, Friday

**ORIGINAL SUIT NO. 101/2022
C.N.R.No.TNNSO60006012022**

Mrs.Shanthi

.... Plaintiff.

// Versus //

1. Mrs.Jothilakshmi Samuraj
2. Prathap Chandramoorthy
3. Mrs.Swapna Saravana Kumar

.... Defendants.

This suit having stood over for consideration on the file of this court till this date finally came up before me on 27.02.2026 in the presence of Learned Advocate Counsel Thiru.K.Ravi, Learned Counsel for Plaintiff and Learned Advocate Counsel Thiru.B.Radha Krishnan, learned counsel for Defendants and upon perusing the evidence and documents and hearing the arguments of both sides this court today doth delivered the following:

JUDGMENT

1. The plaintiff has been filed the suit for Permanent Injunction restraining the defendants, their men, servants, agents, relatives, or any persons claiming through or under them from in any way interfering with the plaintiff, possession

and enjoyment of the suit premises or evicting the plaintiff from the suit premises except under due process of law and cost of the suit.

2. Brief Averments of the Plaint filed by the Plaintiff is as follows:

(2.1) The defendants are the absolute owners of the suit property, a non-residential premises bearing Door No. 40/91H situated on Taluk Office Road, Kotagiri, more fully described in the schedule. The property originally belonged to Mr. Chandramoorthy, who let out the premises to the plaintiff on a monthly rent of Rs.7,500/- The plaintiff paid a refundable advance of Rs.3,00,000/- and a further refundable amount of Rs.2,20,000/- towards the use of furniture. The plaintiff became a tenant on 13.11.2013 and the tenancy was renewed periodically. After the death of Mr. Chandramoorthy in 2017, the defendants, being his legal heirs, continued the tenancy from 25.01.2018 and have been collecting rent through the 2nd defendant. The plaintiff has regularly paid the rent without default and the present monthly rent is Rs.14,500

(2.2) The plaintiff has been running a textile business in the suit premises and has invested substantial amounts in developing and improving the property. With the knowledge and permission of the defendants, the plaintiff carried out renovations, including flooring and other works, believing that plaintiff would be allowed to continue business peacefully. The plaintiff has been in lawful possession and enjoyment of the premises for several years. However, of late, the defendants have begun disturbing her possession and, during the first week of October 2022, they

came to the premises, threatened the plaintiff, her husband, and the workers, and demanded that she vacate.

(2.3) The plaintiff is in exclusive and lawful possession as a tenant and cannot be dispossessed except by due process of law. Even after receiving the rent for September 2022 on 17.10.2022 and issuing a receipt, the defendants again threatened forcible eviction on the following day. Such acts have caused the plaintiff serious apprehension of unlawful dispossession and irreparable loss to the plaintiff business. Hence, the plaintiff is constrained to approach this Hon'ble Court seeking a decree of permanent injunction restraining the defendants and their agents from interfering with peaceful possession and enjoyment of the suit premises except in accordance with law.

3. Brief averments of the Written Statement filed by the Defendant is as follows:

3.1 The respondents contend that the suit filed by the petitioner is false, frivolous, vexatious and unsustainable both in law and on the facts of the case. According to the respondents, the present suit is an abuse of the process of court and has been instituted only with an intention to harass the respondents and to make unlawful gain by attempting to grab the respondents' property through illegal means. The respondents deny all the averments made in the plaint except those specifically admitted herein and put the petitioner to strict proof of the same. It is further contended that the petitioner has suppressed several material facts and is guilty of

Suppressio veri and Suggestio falsi. Hence, the petitioner has not approached this Court with clean hands and is therefore not entitled to the discretionary relief of permanent injunction.

3.2 The respondents partly admit the averment that the suit property is a non-residential premises originally owned by one Chandramoorthy, who during his lifetime had let out the premises to the petitioner on 13.11.2013 on a monthly rent of Rs.7,500/-. It is also admitted that the petitioner had paid a sum of Rs.3,00,000/- as refundable advance to the said Chandramoorthy and a further sum of Rs.2,20,000/- towards the use of furniture in the premises, which amount was stated to be non-refundable. It is also admitted that during the lifetime of Chandramoorthy the tenancy was renewed periodically for eleven months. However, the other averments that after the demise of Chandramoorthy in the year 2017 the respondents, being his legal heirs, entered into a tenancy agreement with the petitioner and that the petitioner has been regularly paying monthly rent without default, which was received by the second respondent on behalf of all the respondents and that the present rent is Rs.14,500/- per month, are matters which the petitioner has to strictly prove.

3.3 The respondents specifically deny the allegations that the petitioner has been running a textile business in the suit premises by investing huge amounts of money and that she has been in lawful possession and enjoyment as a tenant after carrying out renovation works with the permission of the respondents. The further

allegation that the respondents, after noticing the improvements made by the petitioner, attempted to disturb her possession and during the first week of October 2022 came to the premises, threatened the petitioner, her husband and workers and demanded that she vacate the premises is strongly denied by the respondents. According to them, these allegations are false, imaginary and have been created only for the purpose of filing the present suit.

3.4 The respondents further state that the allegations in paragraph 6 of the plaint, including the claim that the petitioner paid rent through her staff on 07.10.2022 to the second respondent and that the respondents again visited the premises on 18.10.2022 and threatened to dispossess the petitioner, are wholly false and untenable. According to the respondents, the petitioner was originally running the textile business herself, but later, without the knowledge or consent of the respondents, she had sub-let the premises to a third party for a higher rent by receiving a substantial advance. On coming to know about this, the respondents questioned the occupant of the premises and demanded payment of rent directly to them. It is stated that the said occupant subsequently vacated the premises and thereafter the petitioner neither handed over possession to the respondents nor resumed occupation herself.

3.5 The respondents further submit that the petitioner is now attempting to sub-let the suit premises again to another third party for a higher rent. When a prospective

occupant visited the premises, the respondents informed him that they are the owners of the property and that any advance or rent should be paid only to them. After being so informed, the said person refused to occupy the premises as a sub-tenant under the petitioner. The respondents state that the suit property is situated in a prime location at Kotagiri and would presently fetch not less than Rs.40,000/- per month as rent, whereas the petitioner is paying only Rs.14,500/- per month and is attempting to make unlawful gain by sub-letting the premises. The respondents further submit that after the demise of their father, the first respondent (their mother) is continuing the family business in the adjacent building and this respondent intends to start his own business in the suit premises, for which purpose he proposes to initiate appropriate legal proceedings for eviction on the ground of own use and occupation and for fixation of fair rent. According to the respondents, the suit is vague, the property description is incorrect and misleading, and the alleged cause of action is imaginary and false. Reserving their right to file additional written statement if necessary, the respondents pray that the suit be dismissed with costs.

4. After perusing all the available material records following issues were framed on 02.02.202.

1.	Whether the Plaintiff is in Possession of suit property on date of filing the Suit?
2.	Whether the plaintiff entitled for relief of Permanent Injunction as prayed?
3.	To what other relief?

EVIDENCE :

5. Evidence were adduced by both parties. On the side of Plaintiff, the plaintiff was examined as PW1 and Exhibits A1 to A4 were marked and PW2 and Exhibits A5 marked. **Ex.A1** is the Original Rental Agreement Deed, dated 13.11.2013, **Ex.A2** is the Original Rental Agreement Deed, dated 25.01.2018, **Ex.A3** is the Original Rental Agreement Deed of Plaintiff, dated 02.10.2021, **Ex.A4** is the Shop rent Receipt, dated 17.10.2022, **Ex.A5** is the Legal Notice, dated 24.02.2023.

6. On the side of the defendant have been examined as DW1 and no documents were marked. The defendant argued and relied upon several judicial precedents in support of their defence. They cited decisions relating to the principles of due process of law, contending that a defendant must be given an opportunity to file pleadings and documents before the Court, and also relied on judgments stating that an owner need not necessarily institute a substantive suit for recovery of possession. The defendants further relied upon decisions laying down that a person seeking the relief of prohibitory injunction must establish lawful possession and that a person in unlawful possession is not entitled to such relief. Citation was also placed on authorities explaining the concept of a tenant by sufferance, the repeal of the erstwhile, the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960, and the applicability of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, including the requirement of registration of

tenancy agreements under the new Act. The defendants also referred to judgments concerning the non-enforceability of void contracts, compliance with statutory provisions, and the inadmissibility of post-litem documents, in support of their contentions.

7. Both side arguments heard. Records perused.

8. DECISION THERE ON:

ISSUE NO : 1 and 2:-

Plaintiff side counsel argued that The defendants are the owners of a non-residential premises bearing door number: 40/91H, which is the suit property. The plaintiff had taken the premises on rent from Mr. Chandramoorthy, son of Subramaniam Chettiar, by paying a monthly rent of Rs. 7,500/- and a deposit of Rs. 3,00,000/-and also paid a sum of Rs. 2,20,000/- for using the furniture present in the suit premises and owned by the late Chandramoorthy, and these amount are also refundable. During Chandramoorthy's lifetime, the lease was renewed every eleven months. The Chandramoorthy passed away in 2017, leaving the defendants as his legal heirs. After Chandramoorthy's death, the defendants entered into a lease agreement with the plaintiff and have been receiving rent for the suit premises since 25.01.2018. The plaintiff has been regularly paying the monthly rent to the defendants. All the monthly Rs. 14,500 /- rents are collected by the 2nd defendant on behalf of the defendants, The plaintiff is running a textile business in the suit

premises, having invested a considerable amount of money. The plaintiff, with the permission of the defendants, has spent a substantial amount on renovating the premises and altering the ground floor. After seeing the improvements made by the plaintiff to the premises, the defendants have recently been interfering with the plaintiff's possession and enjoyment and threatening to evict him from the suit premises.

9. The defendant states that the rent agreement between the parties was under the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960. It is further stated that after the enactment of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, which came into force on 22.02.2019, it has become mandatory to register the rental agreement within 575 days. In this case, it is admitted that the rent agreement was not registered. According to the defendant, the plaintiff should approach the Rent Authority / Rental Control Board under the said Act and seek relief there, and not before this Court. However, from the materials available before this Court, it is clear that the relationship of landlord and tenant between the plaintiff and the defendant is admitted. The defendant contends that the period of the rental agreement has expired and that the plaintiff is continuing in unlawful possession of the suit property.

10. On the other hand, the records show that even after the expiry of the agreement period, the defendant has continued to receive the monthly rent from the

plaintiff. Acceptance of rent by the defendant shows that the tenancy was continued. It is also proved that during the month in which the suit was filed, the defendant received the rent and issued a receipt to the plaintiff. This clearly shows that the plaintiff is in possession of the suit property. The plaintiff has not disputed the title of the defendant. The only prayer of the plaintiff in this suit is that the defendant should not evict the plaintiff from the suit property except by following due process of law.

11. Issue Nos. 1 and 2 are inter-related and hence they are taken up together for common discussion and disposal. It is the case of the plaintiff that the suit property is a non-residential premises bearing Door No. 40/91H situated at Taluk Office Road, Kotagiri. The property originally belonged to one Chandramoorthy, who inducted the plaintiff as a tenant on monthly rent. The plaintiff paid refundable advance amounts and has been running a textile business in the premises from the year 2013 onwards. After the demise of the said Chandramoorthy, the defendants, being his legal heirs, continued the tenancy and collected rent through the second defendant. According to the plaintiff, she has been regularly paying rent and is in continuous, lawful, and peaceful possession and enjoyment of the suit premises. It is further alleged that the defendants recently attempted to interfere with her possession, threatened forcible eviction, and prevented her from carrying on business, thereby constraining her to file the present suit seeking permanent injunction.

12. Per contra, the defendants denied the plaintiff's claim and contended that the plaintiff had sublet the suit property to third parties for higher rent and attempted

to part with possession. They further alleged that the plaintiff is not in lawful possession and sought dismissal of the suit. The plaintiff has specifically denied all such allegations and contended that the same are false, frivolous, and invented only to evict her unlawfully. According to the plaintiff, it is in fact the defendants who frequently visit the premises, create disturbances, threaten the plaintiff and her staff, and obstruct the running of the shop.

13. In order to prove her possession, the plaintiff has produced documents marked as Ex.A1 to Ex.A-5 series, Ex.A1 as Original Rental Agreement Deed, Ex.A2 as original Rental Agreement Deed, Ex.A3 as Original Rental Agreement Deed of Plaintiff, Ex.A4 as Shop rent Receipt, Ex.A5 as Legal Notice. The said documents establish that the plaintiff was inducted as a tenant and that rent has been periodically paid and received by the defendants. The defendants have not produced any acceptable evidence to show that the plaintiff had parted with possession or sublet the premises. Mere allegations without proof cannot displace the documentary evidence adduced by the plaintiff. From the oral and documentary evidence, this Court is satisfied that the plaintiff has been in continuous and exclusive possession of the suit property as a tenant.

14. It is a well settled principle of law that possession, even of a tenant, is required to be protected. A person in settled possession cannot be dispossessed except by following due process of law. A landlord cannot take law into his own hands and forcibly evict a tenant without recourse to legal proceedings. Therefore, interference

or threat of dispossession otherwise than in accordance with law entitles the tenant to seek the relief of injunction.

15. In the present case, the evidence on record clearly shows that the plaintiff is running her textile business in the suit premises and that the defendants have attempted to interfere with such possession by threats and obstruction. The defendants having accepted rent from the plaintiff cannot simultaneously deny her possession. The plea of sub-letting has not been substantiated by any cogent evidence. Hence, the plaintiff's possession stands proved.

16. Considering the entire facts and circumstances of the case and on the basis of preponderance of probabilities, this Court holds that the plaintiff is in lawful possession and enjoyment of the suit property and cannot be dispossessed except by due process of law. Accordingly, the plaintiff is entitled to the relief of permanent injunction as prayed for. Hence, Issue Nos. 1 and 2 are answered in favour of the plaintiff.

Issue No: 3

Already this court has decided through issue No.1 and No. 2 that plaintiff is entitle to get injunction relief as prayed for. Hence no other further relief's are necessary to this plaintiff.

In the result the suit is decreed as follows,

Result

Sl.No.	ORDER
1	As a result the suit is decreed.
2	Permanent injunction granted restraining the defendants their men, assignees, agents etc., from in any way and in any manner either trespassing into the suit properties or dispossessing him from the suit properties till he is evicted under due process of law
3	There is no order for costs.

Having dictated by me directly and computerized by steno typist directly and having corrected the Judgment is pronounced by me in the open court, of this the 27th day of February 2026.

**District Munsif-cum-
Judicial Magistrate,
Kotagiri.**

Exhibit List :

Witness examined on the side of Plaintiffs:

PW1 - Patchi Raj
PW2 - Siva Kumar

Exhibits marked on the side of plaintiffs :

Ex.A1 13.11.2013 - Original Rental Agreement Deed
Ex.A2 25.01.2018 - Original Rental Agreement Deed
Ex.A3 02.10.2021 - Original Rental Agreement Deed of Plaintiff

Ex.A4	17.10.2022	-	Shop rent Receipt
Ex.A5	24.02.2023	-	Legal Notice

Defendant side witnesses :

DW1 - Jothilakshmi

Exhibits marked on the side of Defendants :

-Nil-

**District Munsif-cum-
Judicial Magistrate,
Kotagiri.**