

KABC010288452024



IN THE COURT OF THE III ADDL. CITY CIVIL AND
SESSIONS JUDGE, (CCH-25) AT BENGALURU

DATED: THIS THE 1st DAY OF AUGUST, 2025.

PRESENT : Smt. NISHARANI A.C., B.A., LL.B.,
III Addl. City Civil and Sessions
Judge, Bengaluru.

O.S.No.7952/2024

PLAINTIFF: Sri.Veerendra Babu N.
S/o Sri.B.V.Nanje Gowda,
Aged about 46 years,
R/at Bellutti,
Chikkaballapura – 562 102.

(By Sri.B.V.Madava Murthy, Advocate)

V/s

DEFENDANT: Sri.B.Srikanth
Major,
S/o Late Kistaiah,
Proprietor of Om Sai Flowers,
R/At. No.35/4-1, Ragasri Nilayam,
Opp. Mico Back Gate,
Bannerghatta Main Road,
Bengaluru – 560 030.

(By Sri.D.S, Advocate)

**ORDER ON INTERLOCUTORY APPLICATION No.I FILED BY
THE PLAINTIFF UNDER ORDER XXXIX RULE 1 AND 2 R/W
SEC.151 OF CODE OF CIVIL PROCEDURE .**

The learned counsel for the plaintiff has filed I.A.No.I under Order XXXIX Rule 1 and 2 r/w Sec.151 of CPC, for the relief of temporary injunction restraining the defendant, his agents and servants not to disturb the business of the plaintiff by way of interfering with the plaintiff's lawful and peaceful possession and enjoyment with respect to the suit schedule premises including amenities like water and electricity, pending disposal of the suit.

SCHEDULE PROPERTY

All that piece and parcel of the property bearing No.1652/6 and Car Garage with servant bathroom at ground floor consisting of one hall with pooja room, one bedroom with attached bath room and first floor consisting of one hall with classic patrician three bed rooms with two attached bath rooms and one room, situated at CQAL Layout, 'C' Block, Sahakarnagar, Bengaluru, with water and electricity including fixtures and fittings and bounded on:-

East by : Road,
West by : House No.184/A,
North by : House No.C/182,
South by : Road.

2. In support of the application, the plaintiff has sworn to an accompanying affidavit stating that the plaintiff has filed the suit against the defendant seeking the relief of permanent injunction and other consequential reliefs. The defendant is a landlord of the suit schedule property. The plaintiff is the tenant under the defendant with respect to the schedule property. The defendant has let-out the schedule property to the plaintiff under the Rental Agreement dated 15.10.2020 and the rate of monthly rent was fixed of Rs.90,000/- including applicable tax amount and it shall be payable to the defendant for the schedule property. The plaintiff has agreed to pay the monthly rent on or before the 10th each calendar month for the previous

month after deducting TDS. As per the rental agreement, the defendant has received the interest free refundable security deposit amount of Rs.7,00,000/- from the plaintiff i.e. Rs.6,90,000/- by way of cheque bearing No.419952/-, drawn on Karnataka Bank Ltd., and Rs.10,000/- transferred through Google Pay to ICICI Bank. The defendant has agreed to return back the interest free refundable security deposit to the plaintiff at the time of vacating the schedule premises. The plaintiff and the defendant entered into rental agreement for a period of 12 months starting from 1st September 2021. Subsequent to the rent agreement dated 15.10.2020 i.e., the tenancy period was from 01.09.2021 to 31.08.2022. Both the plaintiff and defendant agreed to continue the tenancy with the same conditions mentioned in rental agreement dated 15.10.2020. Thereafter, the plaintiff remitting the rent to defendant account as per his instructions. As on today no

rent is due to the defendant. The plaintiff also updated the electricity charges and water charges.

2(a). The plaintiff is running a business in the schedule premises styled as “Aryan Info Tech” and along with the plaintiff around 6 workers are working under the plaintiff. The plaintiff has invested approximate amount of Rs.80,00,000/- for interior decoration and other expenditure to start the office with the consent of the defendant. The intention of the defendant is to vacate the plaintiff from the schedule premises and let-out the same to other for higher rents. The plaintiff presently paying a sum of Rs.1,00,000/- p.m. and water, electricity and maintenance charges without any default. The plaintiff is in peaceful possession and enjoyment of the schedule premises as a tenant under the defendant and the defendant often coming near the schedule premises with other agents, servants and threatening the plaintiff to

dispossess forcibly without due process of law from the schedule premises. The defendant also threatening the plaintiff to disconnect the amenities like water and electricity to the schedule premises. The defendant has no manner of right to evict the plaintiff without due process of law. On 30.10.2024, the defendant along with the supporters came near the schedule premises with an intention to take possession of the schedule premises unlawfully and forcibly. Having no other alternative, the plaintiff is knocking the doors of this Court seeking equitable relief of permanent injunction restraining the defendant, his agents and servants from taking possession of the schedule premises illegally and forcibly and without due process of law. The cause of action arose for the suit on 30.10.2024, when the defendant and his agents, supporters are tried to disconnect the water and electricity connection to the schedule premises and tried to dispossess the plaintiff from the suit schedule premises. If

the application is not allowed, the plaintiff would be put to irreparable loss and hardship. On the other hand, no prejudice would be caused to the defendants. The plaintiff has made out prima facie case and balance of convenience lies in favour of the plaintiff. Hence, prays to allow the application.

3. On the other hand, the defendant has filed objections to I.A.No.1 contending that the application filed by the plaintiff seeking temporary injunction is not maintainable as the plaintiff does not have prima facie case and to stop the owner from evicting the tenant under due process of law. The defendant through his advocate has issued first legal notice on 06.12.2022 for ejection as the plaintiff had failed to pay the rent and the lease period was completed and there was no renewal of lease agreement. The plaintiff has failed to make rent payments regularly and has caused trouble to the defendant. The plaintiff has also made structural changes without the notice of the

owner/ defendant. The plaintiff is not in possession of the property but, somebody else is in possession of the property which is not a legal possession. Hence, the plaintiff is not entitled to temporary injunction. The averments made in the application are denied as false. The plaintiff is making unnecessary allegation against the defendant and will be liable for damage for faming the defendant, who is law abiding citizen and has good social reputation. The allegations are baseless made up against the defendant. The defendant alleges that rent to the suit schedule property is not paid by the plaintiff regularly. With respect to the said irregularity of the rents, the defendant has issued legal notice for ejectment after the tenancy period of 06.12.2022. Therefore, prayed to reject the application.

4. From the contents of the IA and counter parts filed by the parties the following points that arise for my consideration.

1. Whether the plaintiff has made out a prima-facie for grant of temporary injunction as prayed in the I.A.No.1?
2. Whether the balance of convenience lies in favour of the plaintiff?
3. Whether the irreparable loss or injury caused to plaintiff?
4. What order?
5. Heard arguments. After hearing the arguments and after considering the available material on record my answer to the above points are,-

POINT NO.1 : In the **Affirmative**,

POINT NO.2 : In the **Affirmative**,

POINT NO.3 : In the **Affirmative**,

POINT.NO.4 : As per final order,
for the following-

REASONS

6. **POINT NO.1 PRIMA-FACIE CASE:-** The plaintiff is the tenant under the defendant by virtue of rental agreement dated 15.10.2020. According to the plaint

averments, the plaintiff paying Rs.90,000/- rent per month and he has given the defendant secured deposit amount of Rs.7,00,000/-. By virtue of the rental agreement, the tenure of the rent extended from 01.09.2021 to 31.08.2022. The plaintiff has produced the documents with respect to payment of electricity and water charges to the suit schedule premises. The plaintiff is running a business in the suit schedule premises and he has invested Rs.80,00,000/-. Presently, the plaintiff is paying Rs.1,00,000/- rent per month to the defendant. Therefore, this application is to restrain the defendant from dispossessing the plaintiff without due process of law and not to disconnect the amenities available to the schedule premises.

7. Admittedly, the plaintiff is a tenant, even after lapse of his tenancy period, he is continuing his possession which is not in dispute. Therefore, he cannot be illegally or forcibly evicted, the defendant has to evict

him only under the due process of law. Therefore, the defendant is restrained from evicting the plaintiff without due process of law. Therefore, prima facie case is made out by the plaintiff. Hence, I answer point No.1 in the **Affirmative.**

8. POINT Nos.2 & 3 – BALANCE OF CONVENIENCE & IRREPARABLE LOSS:- If the order of injunction is not granted, plaintiff will be put to much hardship and injury. Therefore, the application filed by the plaintiff under Order 39 Rules 1 and 2 r/w Sec.151 of CPC is hereby allowed. Hence, I answer **Point Nos.2 & 3** in the **Affirmative.**

9. POINT No.4:- For the foregoing reasons, I proceed to pass the following:-

ORDER

IA.No.I filed by the plaintiff under Order XXXIX Rule 1 and 2 r/w Sec.151 of CPC is hereby allowed.

Defendants are restrained by way of temporary injunction from not to disturb the business of the plaintiff by way of interfering with the plaintiff's lawful and peaceful possession and enjoyment with respect to the suit schedule premises including amenities like water and electricity without due process of law, **till the disposal of the suit.**

(Dictated to the Stenographer on computer, typed by her, corrected and pronounced by me in open Court on this **1st day of August, 2025**).

**(NISHARANI A.C)
III ADDL. CITY CIVIL AND
SESSIONS JUDGE, BENGALURU.**