

ORDER

The plaintiff has filed present suit against defendant seeking the following reliefs:-

a. Pass a judgment and decree directing the defendant to pay a sum of Rs.13,91,650/- towards outstanding rental arrears as of February 2026 along with interest at 18% per annum;

b. Pass a judgment and decree directing defendant to pay a sum of Rs.6,14,875/- towards outstanding TDS payment as of February 2026 along with interest at 18% per annum;

c. Pass a judgment and decree directing evicting the defendant from the Schedule Property;

d. Pass a judgment and decree directing the defendant to pay a sum of Rs.5,00,000/- towards the damage caused to the structure of the Schedule Property along with interest at 18% per annum till date of payment; and

e. Grant such reliefs as this court deems fit in the facts and circumstances of the case.

IA No.1 is filed by plaintiff under Order 39 Rules 1 and 2 R/w Sec.151 of CPC seeking to pass temporary injunction restraining defendant, its employees, its agents, assignees or anyone claiming through them or

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under them from making any modifications/ alterations/ renovations to the interior or exterior of schedule property.

IA No.2 is filed by plaintiff under Order 39 Rules 1 and 2 R/w Sec.151 and 94 of CPC seeking to direct defendant to deposit arrears of rent of Rs.13,91,650/- which is due from him till February 2026.

It is specific case of plaintiff that, defendant is tenant under him as per Lease Agreement dtd.01.03.2024 in respect of suit schedule property and subsequently defendant has committed default in payment of rent and TDS amount. It is further averred that defendant in gross valuation of terms of Lease Deed and without permission from plaintiff has carried out unauthorized and substantial structural alteration to suit schedule property. Further defendant is making hectic efforts to redesign and install further modifications schedule property to cause further losses to plaintiff. Hence present suit and applications.

In support of its case, at this stage plaintiff has produced copy Lease Deed dtd.01.03.2024 said to have been executed between himself and defendant and he has also produced copies of cheques, legal notice and PIM report, which disclose prima facie materials with regard to alleged irregular payment of rents and alleged efforts of defendant to cause material alteration to suit schedule property. If defendant is not restrained from

causing aforesaid material alterations or modifications to schedule property, it may result into irreversible situation and multiplicity of proceedings. Hence defendant may be restrained from doing such acts, till next date, by passing an ad-interim order as prayed for in IA No.1. However as far as direction to defendant to deposit aforesaid rent arrears as prayed for in IA No.2 is concerned, it is not just and proper to issue such direction to defendant as an interim relief, without affording an opportunity to other side to put forth their defence. Hence following is:-

ORDER

Issue an ad-interim ex-parte order of temporary injunction restraining defendant, its employees, its agents, assigness or anyone claiming through them or under them from making any modifications/ alterations/ renovations to the interior or exterior of schedule property, till next date of hearing.

Plaintiff shall comply with provisions of Or.39 Rule 3(A) of CPC and only after compliance of such provision certified copy TI shall be issued to plaintiff.

Issue notice on IA No.1 and 2 and suit summons to defendant, if PF and copies are furnished, R/by 24.03.2026.

(ANAND T. CHAVAN)

LXXXIV Addl.City Civil & Sessions Judge,
Bengaluru.