

**IN THE COURT OF CIVIL JUDGE AND J.M.F.C.
KRISHNARAJAPURA, BENGALURU RURAL DISTRICT.**

Present

**VISHWANATH SAVADI
B.A., LL.B.(Hon's)
CIVIL JUDGE AND J.M.F.C.,
KRISHNARAJAPURA.**

ORIGINAL SUIT No.3130/2025.

Dated this the 16th day of July 2026

- Plaintiffs :**
1. M. R. Ramesh G.,
S/o Gopal,
Aged about 41 years,
 2. Gayathri M.,
D/o Mariyappan,
Aged about 36 years.

Both are permanent R/at No.3/278,
Vijayakumar Hospital Back side,
Postal Colony, Peruru,
Chettipalyam, Coimbatore South,
Coimbatore,
Tamilnadu-641 010.

Both are presently R/at
C-41, 4th Floor,
City Light Liberty Apartment,
Opposite to Ecospace,
Marathhalli ORR, Bellundur,
Bengaluru-560 103.

(By Sri. Vinay S Hegde, Advocate.)

V/s

- Defendants :**
1. Catena Homes India Pvt. Ltd.,
Having its Registered Office,
at B-1399 Shrilal Pradhan Complex,

Sangam Vihar Tigri T Point,
New Delhi-110 080,
Rep. By its Director
Mr. Vivek Keshvan,

2. Narasimhamurthy,
Not known father name,
Aged about 60 years,
3. Padmavathi,
W/o Narasimhamurthy,
Aged about 57 years,

No.2 and 3 are R/at
No.G-602,
Purva Skywood Silver County Road,
Kudlu, Boomanahalli Post,
Bengaluru – 560 068.

(D-2 and 3 : By Sri. N Sridhar, Advocate.)

:: ORDER ON MAINTAINABILITY ::

The suit filed by the plaintiff seeking permanent injunction against the defendants.

2. Case of the Plaintiff in brief is as follows:

a. It is the plaintiff's case that the plaintiff is a sub-lessee/tenant under Defendant No. 1, who is the lessee of the suit property from Defendant Nos. 2 and 3, the owners, bearing No. C-41, 4th Floor, City Light Liberty Apartment, Marathahalli. Defendant No. 1 had obtained the suit premises on lease from Defendant Nos. 2 and 3 and, during the subsistence of that lease, executed a residential sub-lease agreement dated 23-12-2023 in favour of the plaintiff. Under the said agreement, Defendant No. 1 received a lease/security deposit of Rs. 20,00,000 for a period of 1

year and 11 months, and the plaintiff was put in possession of the suit premises.

b. The plaintiff further contends that, during the subsistence of the sub-lease, Defendant Nos. 1 to 3, in collusion with one another, entered into subsequent agreements concerning the suit property without first refunding the plaintiff's security deposit of Rs. 20,00,000. It is alleged that such agreements are illegal and not binding on the plaintiff. The plaintiff also claims to have invested more than Rs. 5,00,000 in improving the leased premises. Accordingly, the plaintiff has instituted the present suit seeking a decree of permanent injunction.

3. On 09-06-2026, this Court heard arguments on the maintainability of the suit. Accordingly, the following point is framed for consideration:

“Whether the suit filed by the plaintiffs is maintainable in its present form?”

4. My findings on the point raised are as follows:

Point No.1: As per the following:

REASONS

5. POINT NO.1: It is the plaintiff's case that the plaintiff is a sub-lessee/tenant under Defendant No. 1, who is the lessee of the suit property bearing No. C-41, 4th Floor, City Light Liberty Apartment, Marathahalli, under Defendant Nos. 2 and 3, the owners. Defendant No. 1 executed a residential sub-lease agreement dated 23-12-2023 in favour of the plaintiff for a period of 1 year and 11 months after receiving a lease/security deposit of

Rs. 20,00,000, and the plaintiff has been in possession of the suit premises since then. The plaintiff further alleges that, during the subsistence of the sub-lease, Defendant Nos. 1 to 3 colluded and entered into subsequent agreements relating to the suit property without refunding the plaintiff's security deposit of Rs. 20,00,000. It is also claimed that the plaintiff invested more than Rs. 5,00,000 in developing the leased premises. On these grounds, the plaintiff contends that the subsequent agreements are not binding on the plaintiff.

6. Upon perusal of the pleadings and the material placed on record, it is not in dispute that Defendant Nos. 2 and 3 are the owners of the suit property and that the plaintiff is in possession of the suit premises as a tenant/sub-lessee under Defendant No. 1. The plaintiff claims to have paid a lease/security deposit of Rs. 20,00,000 to Defendant No. 1 under the sub-lease agreement dated 23-12-2023 and contends that Defendant Nos. 1 to 3 have entered into subsequent agreements in respect of the suit property without refunding the said deposit. On that basis, the plaintiff has sought a decree of permanent injunction restraining the defendants from interfering with the plaintiff's possession or dispossessing the plaintiff except in accordance with law.

7. It is a settled principle of law that a landlord cannot evict a tenant except by following the due process of law. Equally, when the landlord has already initiated eviction proceedings before a competent court, the tenant cannot maintain a separate suit seeking an injunction to restrain the landlord from pursuing such legal proceedings or from recovering possession through the process of law. An injunction is intended to prevent illegal

dispossession and cannot be granted to obstruct or defeat lawful eviction proceedings.

8. In the present case, the records disclose that Defendant Nos. 2 and 3 have already instituted O.S. No. 753/2026 before the Court of the Hon'ble CCH-23, Bengaluru, seeking eviction and other appropriate reliefs against the plaintiff. The said suit is admittedly pending for adjudication. Therefore, the rights of the parties regarding possession of the suit property will be decided in the said proceedings. If the defendants recover possession, they can do so only in accordance with the decree, if any, passed by the competent court.

9. In these circumstances, the apprehension expressed by the plaintiff regarding forcible dispossession does not survive, as the defendants have already chosen the legal remedy available to them. The plaintiff cannot seek an injunction to restrain the defendants from exercising their legal rights through pending judicial proceedings. Accordingly, the relief of permanent injunction sought in the present suit is barred in law and is not maintainable. Hence, this Court is of the considered opinion that the present suit is not maintainable. Consequently, the plaint is liable to be dismissed. **Accordingly, Point No.1 is answered in the negative.**

-:: ORDER ::-

Acting under Order VII, Rule 11 of the Code of Civil Procedure, the plaint is hereby rejected as it is barred by law.

Accordingly, the present suit is not maintainable and is liable to be dismissed.

Pending application(s), if any, shall stand disposed of.

The decree be drawn accordingly.

(Dictated to the Stenographer directly on computer, typed by her, corrected by me and then pronounced in the Open court on this **16th day of July 2026.**)

16-07-2026
Vishwanath Savadi
Civil Judge and JMFC,
Krishnarajapuram.