

**IN THE COURT OF THE PRINCIPAL MUNSIFF, CHERTHALA**

**Present: Sri. Rovin Rodrigues, Principal Munsiff.**

**Tuesday, the 24<sup>th</sup> day of March, 2026/ 3<sup>rd</sup> Chaithram, 1948.**

**IA No.05/2025 in O.S. No. 451/2025**

(Filed on 19.12.2025)

**Petitioner/Plaintiff:-**

C.T.Michael, aged 80,  
S/o Thomas, Challithara house,  
Chandiroor.P.O, Aroor Grama Panchayat,  
Ward No.15, Aroor Village, Cherthala, Alappuzha.

*By Adv.N.Balachandran*

**Respondent/Defendant:-**

C.T.Yesudas, aged 70,  
S/o Thomas, Challithara house,  
Chandiroor.P.O, Aroor Grama Panchayat,  
Ward No.15, Aroor Village, Cherthala, Alappuzha,  
Proprietor, Cochin Automobile Spare Parts.

*By Adv.S.S.Sathjith*

This petition having been finally heard on 24.03.2026 and the court on the same day passed the following:-

**ORDER**

This is a petition filed by the plaintiff under Order XXXIX Rule 2 read with Section 151 of CPC to restore the status quo ante of the plaint schedule property.

**2. The petition averments, in brief, are as follows:-**

The petitioner is the plaintiff in the original suit. The suit has been

instituted seeking mandatory injunction, prohibitory injunction, and consequential reliefs for removal of illegal constructions made by the defendant in the plaint schedule shop room and for restraining further alteration of the physical features of the suit property. The plaint A schedule property is the shop room absolutely owned by the petitioner and leased to the defendant. The plaint B schedule properties comprise the illegal constructions unauthorisedly made by the respondent without the petitioner's consent. The defendant has illegally constructed a verandah on the western side of about 3 metres in height and 40 cm in width, along with additional constructions on other sides measuring approximately 60 cm and 75 cm in height, materially altering the structure and nature of the building. This Court, being satisfied of the prima facie case, balance of convenience, and irreparable injury, allowed I.A. No. 01 of 2025 granting an interim injunction restraining further construction. An Advocate Commissioner was also appointed through I.A. No. 02 of 2025, who inspected the property and reported the illegal constructions. In deliberate and wilful violation of the injunction order, the respondent on 04-12-2025 carried out further construction activities, including plastering, painting with white cement, fixing glass works, and making fresh alterations, with the sole intention of changing the physical features of the property and defeating the Court's orders. Such acts constitute a clear attempt to alter the nature of the property during the pendency of the suit, which would render the suit infructuous. It would amount to granting final relief at an interlocutory stage and cause irreparable loss to the petitioner. The petitioner has prima facie evidence to show that the constructions were made after the institution of the suit and seeks restoration of the ante status quo as on the date of institution, which becomes the rule rather than the exception. The petitioner has a strong prima facie case, will suffer irreparable injury incapable of monetary compensation, and the balance of convenience lies

overwhelmingly in favour of preservation of the property, thereby satisfying the stricter standards for interim mandatory relief. Hence, the petitioner seeks initiation of proceedings against the respondent for wilful disobedience of the injunction order in I.A. No. 01 of 2025 and for a direction to restore the ante status quo by ordering removal of all constructions and alterations made after the injunction order. If the petition is not allowed, it will result in irreparable hardship and miscarriage of justice, undermining the sanctity of judicial orders. The petitioner further prays that in the event of wilful non-compliance by the respondent, restoration of the status quo may be carried out through the Court at the petitioner's cost, with liberty to recover the same from the respondent and his assets. Hence, the petition

**3.** The respondent filed an objection to the petition and contended as follows: The petition filed by the petitioner seeking restoration of status quo has no bona fides and has been filed with malice. The affidavit filed by the petitioner falsely describes the plaint A and B schedule properties. In reality, the building room numbered IX/65B is the plaint schedule item No.1 and the verandah construction adjoining the western wall of item No.1 is item No.2 property. The petitioner's contrary description is deliberately misleading. The statement in the affidavit that the order in I.A. No. 01/2025 restrained all construction activities in both schedule properties is false and malicious. The interim injunction order was confined only to plaint item no.1 shop room and no injunction was ever sought or granted in respect of item No.2 verandah. The petitioner is attempting to misinterpret and extend the scope of the injunction order to item No.2, which is impermissible. The respondent has not made any alteration to item No.1 shop room. The verandah in item No.2 had long existed with stone walls up to one metre height, iron net covering above, and a cabin enclosed on the southern side. Later, due to unbearable dust nuisance from the National Highway, the

respondent replaced the iron net with glass, removed the old wall, rebuilt and plastered it. This was a mere replacement and improvement of existing structures, not a new construction. The petitioner's claim that such work violated the injunction order is false, since the order never applied to item No.2. The constructions sought to be demolished were all completed long before the suit. The petitioner has wrongly sought mandatory injunction in respect of them. The glass installation in item No.2 was essential for conducting business in item No.1 shop room and does not amount to violation of any court order. Moreover, item No.2 verandah is an amenity of item No.1 under the rent control law. The petitioner has no right to obstruct its use. Except for admitting the existence of the structures as described, all other allegations in the petitioner's affidavit are false and denied. Therefore, the petition filed by the petitioner, based on misrepresentation and deliberate distortion of the interim injunction order, deserves to be dismissed with compensatory costs.

**4.** The following points arise for consideration:

1. Whether a prima facie case is made out in favour of the petitioner?
2. Whether the balance of convenience lies in favour of the petitioner?
3. Whether irreparable injury will be caused to the petitioner if this petition is not allowed?
4. Is the petitioner entitled to an interim mandatory injunction as prayed for?
5. Reliefs and costs.

**5.** For the purpose of this petition, Exhibits A1 to A3 were marked from the side of the petitioner. Exhibits C1, C1(a), C2 and C2(a) were also

marked.

6. Heard both sides. Perused the records.

7. **Points 1 to 4:**

These points are considered together for brevity. The petitioner's case is that he absolutely owns the plaint item No. 1 property, which is a shop room let out to the respondent. It is alleged that the respondent illegally constructed a verandah on the western side of the shop room about 3 metres in height and 40 cm in width, along with additional constructions on other sides measuring approximately 60 cm and 75 cm in height, materially altering the structure and nature of the building. Despite the ad interim injunction of this Court dated 17.09.2025 restraining the respondent from making any further construction on the plaint item no. 1 shop room, he carried out further construction activities, including plastering, painting with white cement, fixing glass works, and making fresh alterations on 04-12-2025. Exhibit A1 is the rent agreement dated 19.07.2022 entered into between the petitioner and the respondent. The building bearing number 10/146 of Aroor Panchayat was let out to the respondent to conduct a Cochin Automobile spare parts shop for a monthly rent of Rs.2500. The agreement stipulates that the tenant shall not make any additional construction or structure to the building. Exhibit A2 is the building tax receipt dated 27.01.2025 in the petitioner's name. Exhibit A3 is a copy of the basic tax receipt dated 04.11.2023 for 2.83 ares of land in the name of the petitioner. The documents produced by the petitioner would show that the petitioner is the absolute owner of the plaint schedule building and that the respondent was his tenant who took the building on lease.

8. On the other hand, the respondent contended that the interim injunction only applied to item No. 1 property, with no restrictions on item No.

2. The respondent made improvements to item No. 2, which were merely replacements and not new constructions. The item nN. 2 verandah is an amenity of item No. 1 shop room under the rent control law, and the work was necessary for business operations.

**9.** As per the Exhibit-C1 report dated 07.10.2025, the plaintiff schedule shop room was a concrete building having two rolling shutters with building number IX/65/B. The shop was facing west, adjacent to both the old national highway and National Highway 66. It had a board that read "Cochin Automobiles" and was dealing in automobile spare parts. The shop room was 7.1 metres wide, 6.11 metre long, and 3.10 metres high. The commissioner noticed construction activities on the western side of the shop on the verandah. There were new tiles laid 111 centimetres wide. The commissioner also noticed two cement-plastered walls newly constructed on the verandah, leaving space for the entrance. The walls at the entrance were reported to be 1.18 metre wide and 6.82 meters long. The northern wall was 77 centimetres wide and 65.5 centimetres tall and the southern wall was 65.5 centimetres tall and 16.5 centimetres wide. The constructions appeared to be made within one week.

**10.** According to the Exhibit-C2 report dated 07.03.2026, the commissioner reports that the walls around the verandah were further constructed. The walls on the north, south, and west sides of the verandah were 1 meter tall. The western wall was 4.97 metres long, and then, leaving a gap of 1 metre width for the entrance, it continued south for 2.6 metres. The southern wall was 1.17 metres wide and 3 metres tall, and it reached up to the roof. The northern wall was also similar, with a 1.10-metre width. The walls were fitted with 10mm toughened glass. There was also a toughened glass door 1 metre wide at the entrance with a stainless steel lock. The walls were plastered with cement and painted white. The glass door also had the name of the shop,

“Cochin Automobiles”, with the contact numbers. The commissioner reported that a new step having 1.7 metres length and 58 centimetres width was put up at the entrance and tiled. The commissioner further reported that the cost for removing the white paint would amount to Rs.6000. Additionally, the expenses for demolishing the sidewalls and removing the toughened glass were estimated to be Rs.17,000/-

**11.** Exhibit A1 rent agreement would establish that the petitioner is the owner and the respondent is the tenant of the plaint item No.1 shop room. The agreement specifically restrains the tenant from making any additional construction. The main contention raised by the respondent is that the interim injunction was confined only to item no.1 building and not to the item no.2 verandah. However, it is pertinent to note that the relief sought in the suit is to prevent alteration of the physical features of the plaint schedule shop room and to remove the unauthorised constructions scheduled as item no. 2. The commission reports would show that plaint item no. 2 itself is an additional construction. Hence, the respondent cannot claim it to be an independent structure. Exhibit C1 commission report dated 07.10.2025 clearly shows that construction activities were in progress on the western side verandah, including the laying of tiles and the construction of plastered walls, which appeared to have been recent. Exhibit C2 report dated 07.03.2026 further reveals that the said constructions were subsequently developed into permanent structures with plastering, painting, installation of toughened glass, a glass door and other additions, thereby substantially altering the structure. These subsequent developments, after the grant of injunction, cannot be ignored.

**12.** Even assuming that the verandah existed earlier in some form, the materials on record would prima facie indicate that substantial structural changes have been effected after the institution of the suit and during the subsistence of

the interim injunction order. Such acts, which tend to alter the nature and character of the property, would defeat the very purpose of the suit and the interim order passed by this Court. It is well settled that an interim mandatory injunction can be granted to restore status quo ante when a party, in violation of an order of injunction or during the pendency of proceedings, alters the subject matter of the suit. In such circumstances, restoration becomes necessary to maintain the sanctity of judicial proceedings. In **Jose K. V. and Others v. Managing Director and Another, 2012 (3) KHC 682**, the Hon'ble High Court held that if a party, knowing that his opponent has either approached the Court or is taking steps to approach it for certain specific relief, does anything to make the grant of the relief, by way of prevention, ineffective the Court has always jurisdiction to pass orders even in ordinary cases, in a mandatory form and to direct restoration of the status quo ante in the manner and to the extent possible. In **Balakrishnan v. Sumaja, 2024 KHC OnLine 37**, the Hon'ble High Court has held that when one among the parties to a suit does anything to alter the position of the subject matter of the suit, on the date of the suit or when an order of interim injunction or status quo is in force, Court should have to undo the same by placing the subject matter on the date of the suit or at the stage of passing the interim order, usually call it as reverting the subject matter to status quo ante (the situation as it existed earlier) on the date of filing the suit

13. In the present case, the petitioner has succeeded in establishing a prima facie case. The balance of convenience is also in favour of preserving the property in the condition as it existed on the date of suit. If the alterations are permitted to remain, it would result in irreparable injury to the petitioner and may render the suit itself infructuous. The contention of the respondent that the works were merely replacements cannot be accepted at this stage in view of the

Commission reports which disclose substantial and progressive construction. The plea regarding the limited scope of the injunction also cannot be accepted in a narrow sense so as to permit alteration of the property and defeat the pending proceedings. Thus, points 1 to 4 are answered in favour of the petitioner.

**14. Point 5:**

In view of my findings on the above points, the petition is liable to be allowed. In the above circumstances, I am satisfied that this is a fit case where an interim mandatory injunction is to be granted restoring the status quo ante.

As a result, the petition is allowed as follows:

1. The respondent/defendant is directed to restore the plaint schedule property to the condition as it existed on the date of institution of the suit by removing the constructions and alterations carried out subsequent thereto.
2. The said restoration shall be effected within a period of two weeks from the date of this order.
3. In default, the petitioner/plaintiff is at liberty to seek restoration through process of Court, at the initial cost of the petitioner, with liberty to realise the same from the respondent/defendant.

Considering the close relationship between the parties, there will be no order as to costs.

*(Dictated to the Confidential Assistant, transcribed and typed by her, corrected by me and pronounced in the open Court on this the 24<sup>th</sup> day of March, 2026)*

Sd/-  
Rovin Rodrigues  
Principal Munsiff

**Appendix :-**

**Exhibit for the Petitioner:-**

A1	19.07.2022	Rent agreement
A2	27.01.2025	Building Tax receipts issued from Aroor Grama Panchayath.
A3	04.11.2023	Copy of Basic tax receipt issued from Aroor Village.

**Court Exhibits:-**

C1, C1(a)	07.10.2025	Commission report and Rough plan filed by Adv. Anagha.K.K.
C2, C2(a)	07.03.2026	Commission report and Rough plan filed by Adv. Haritha Unni.

Sd/-  
Principal Munsiff