

IN THE COURT OF THE MUNSIF OF PARAPPANANGADI
Present:- Smt. Aswani Nalin, Munsiff

Tuesday, the 10th day of December, 2025
the 18th day of Agrahayana, 1947

INTERLOCUTORY APPLICATION NO. 02 OF 2025
IN ORIGINAL SUIT NO: 316 of 2025

Between:-

Sabiq V C , 45 years S/o S/o V C Muhammed,
Ambili Chanath House, Vazhayur amsom
Kakkove Desom, Thiruthiyad, PO Vazhayur,
Kondotty Taluk, Malappuram District

} Petitioners
Plaintiffs

And:-

1. Niyas C K , 45 years , S/o C K Kunhahammed Haji,
2. C. K Kunhahammed Haji, 80 years,
S/o K.V.Muhammed Sahib,
3. Fahmina C K, 58 years, D/o C K Kunhahammed Haji,
(Kuruvan Veettil House, Chammalil, Vazhayur amsom,
Kakkov Desom, P O Vazhayur, Kondotty Taluk)

} Respondents
Defendants

This petition coming on the 27th day of November, 2025 for final hearing before me in the presence of Sri.Subeer.K and Sri.Mohammed Zainudheen.K, Advocates for the petitioner and of Sri.Jamshid Rahman.C.P, Advocates for the respondents and having stood over to this day for consideration and the Court passed the following:-

ORDER

This is a petition filed under Order 39 Rule 1 and 2 of CPC.

2. Petition averment in brief is as follows:-

The plaint schedule property which is an extent of 15 cents along with the building belongs to the second respondent. Earlier the building was let out for a school. After the school have shifted from the plaint schedule building, the building was entrusted with the petitioner by the second respondent for a monthly rent of Rs.8,000/-. The cealing was in a dilapidated condition. The petitioner had spend Rs.16 lakhs for its renovation and thereafter he started his flex printing business in the name ABC Media Solutions. The petitioner along with his wife have formed a

company in the name VCKM Enterprises Private Limited and have started his business. The petition is filed as the managing director of the said company. On 15/10/2019 the petitioner and the second respondent had entered into a new agreement wherein the rent was enhanced to Rs.14,000/-. But the agreement was not registered. Thereafter another agreement was again entered into between the petitioner and second respondent, as earlier agreement was not registered. This agreement was entered into on 22/9/2022 and the rent was enhanced to 15,000/- and the period was extended to another 10 years. As per the agreement entered into on 22/09/2022 the petitioner have been paying rent regularly to the second respondent. Thereafter on 04/04/2025 the petitioner informed that as he was suffering from certain illness, the rent to be paid to the account of 3rd respondent. From the receipt of notice of the petitioner had remitted the rent to the account of the 3rd respondent. The 3rd respondent is the daughter of the second respondent and the first respondent is the son of the second respondent. After the petitioner had started remitting the rent to the account of the 3rd respondent, the first respondent trespassed into the plaint schedule property and asked the petitioner to pay the rent to the account of the first respondent failing which he threatened to set fire the business of the petitioner on fire. The first petitioner have no right over plaint schedule property. The petitioner had invested huge amount in the company and had also installed many machineries. The respondents are now trying to trespass into plaint schedule property and forcefully evict the petitioner. Hence this petition.

3. The respondents entered appearance and filed counter statement contending that the petition is filed with false contentions. The second respondent had entrusted the plaint schedule property with the wife of the petitioner as a license agreement. They had not paid the agreed license fee at any point of time. While so, in the year 2019 the petitioner asked the second respondent to enter into a lease agreement fixing the rent as Rs.14,000/-. The further enturstment was on

condition to pay the rent that was kept in arrears. But the petitioner has not paid the rent as agreed. Thereafter in the year 2022, the petitioner again asked the second respondent to enter into an agreement fixing the amount monthly rent of Rs.15,000/-. At that time also the petitioner had agreed to pay the balance amount. When the second respondent entered into agreement with the petitioner in the year 2022, the second respondent was aged 85. He had many illness and also memory loss. Taking advantage of the condition, the petitioner had made him to enter into an agreement. The agreement cannot be received any evidence as it is insufficiently stamped. The plaint schedule building belonged to the second respondent, which is situated in almost 46 cents of land. The building alone is entrusted with the petitioner but he is now making use of the property around the building which is illegal usage. They also dump waste out side. The first respondent is a doctor and he needs the building for starting a clinic. Even though vacant possession was requested, the petitioner was not ready. The rent that was agreed has not been paid by the petitioner. There is arrears of rent pending. The petitioner had done material alteration in the plaint schedule building without the consent of the respondents herein. The maintenance work including roof sheet was done by the respondents. One portion of the building is being used as an auditorium by the petitioner and is giving on rent by the petitioner. The contention of the petitioner that he is a director of VCKM enterprises private limited is to be proved by the petitioner. The contention that the rent was enhanced to Rs.14,000/- in the year 2019 and thereafter to Rs.15,000/- in the year 2022 is false. There was no agreement to let out the building for 10 years. All other contentions are denied. The respondents have not trespassed into the plaint schedule building or threatened the petitioner. There are other building in that locality for the petitioner to start his business. The petitioner is not entitled to any relief as prayed for. Hence the petition is to be dismissed with costs.

4. Based on the aforesaid rival contentions, the following points came up for consideration:-

1. Whether the petitioners have got a prima facie case in their favour ?
2. In whose favour balance of convenience lies?
3. In the event of declining the relief that is cause any irreparable injury to the petitioners?
4. Whether the relief of temporary injunction as sought for is gradable or allowable?
5. Relief and costs?
5. Exhibit C1, C1(a) were marked.
6. Heard both sides.

7. **Point Nos.1 to 4 :-** This is a petition filed under under order 39 Rule 1 and 2 by the petitioner in the suit. In **Muthukoya V. Muthukoya, (1988(1)KLT 654)** His Lordship Justice U L Bhat clearly elucidates this concept: *“There must be some material on record in support of the claim of legal right put forward by the person who seeks interlocutory relief of injunction; such material must, either by itself or in the light of material placed before the court by the opposite party, satisfy the court that it could, at that stage and under those circumstances act on it. This is precisely what can be comprehended by the expression ‘prima facie case’.”* At this stage the only fact that is to be considered is whether the petitioner could establish a prima facie case in his favour. The case of the petitioner is that the petitioner is running a printing business in the name ABC Media Solutions in the petition schedule building. The petition schedule building belongs to the second respondent. The petitioner had been regularly paying rent in the name of second respondent. Thereafter the second respondent has informed the petitioner through a written notice that the rent is to be paid in the name of 3rd respondent, who is the daughter of second respondent that was on 04/04/2025. The bank details of 3rd respondent was also given. On that basis, from the receipt of notice the

petitioner had paid rent in the name of 3rd respondent. When the petitioner started to deposit rent in the account of 3rd respondent, the first respondent trespassed into the plaint schedule building and demanded payment of rent in his account failing which he threatened to set his business on fire. The petitioner contended that the entrustment was for a period of 10 years. Mean while he had spend a huge amount on the petition schedule building. Therefore he will have to sustain huge loss if he is asked to shift to another building. He also contended that this is his sole source of livelihood. There is every possibility that the first respondent would again trespass into the plaint schedule building. Hence this petition.

8. The respondents on the other hand contended that there is no such entrustment between the petitioner and respondents for a period of 10 years. The agreement itself is insufficiently stamped. Hence it cannot be admitted in evidence. The respondents also contended that one portion of the building is being let out by the petitioner for the purpose of auditorium for which there is no agreement between the petitioner and respondents. He also contended that the petitioner has not remitted the rent as agreed and there is arrears of rent that is pending for payment from the part of the petitioner. Another contention of the respondents is that the building alone was let out but the petitioner is now making use of the surrounding of the plaint schedule building he is also dumping waste in the surroundings. The first respondent is a doctor and he needs the petition schedule building to start a clinic. He had demanded vacant possession but the petitioner was not ready. Another contention raised by the respondents is that even though the petitioner contended that he has filed the suit as managing director of the company. The cause title shows that the suit is filed in his personal capacity.

9. From the contentions of both the parties, the respondents have not denied the entrustment. Therefore admittedly the petitioner is in possession of plaint schedule building. Admittedly the petitioner is running his business in the name ABC Media Solutions. On perusal of commission report also the advocate

commissioner has reported that “അന്യായ പട്ടിക സ്ഥാപനത്തിൽ സ്കെച്ചിൽ അടയാളപ്പെടുത്തിയത് പ്രകാരം porch, foyer, workshop, conference Hall, office, MD cabin, Godown, printing room, kitchen, generator room, toilet, എന്നിവ ഉൾപ്പെട്ടതാകുന്നു. ആയത് ടി സ്ഥാപനത്തിൽ പരിശോധന സമയം printing ജോലിക്കാരുടെ ഓഫീസ്സ്റ്റാഫുകളും കൂടി സുമാർ 10 ൽ അധികം പേർ ജോലി ചെയ്യുന്നതായി കാണുവാൻ സാധിച്ചു.

അന്യായ പട്ടിക സ്ഥാപനത്തിൽ സ്കെച്ചിൽ godown ആയി മാർക്ക് ചെയ്ത ഭാഗത്തു printing നു ഉപയോഗിക്കുന്ന ഷീറ്റ് board നു ഉപയോഗിക്കുന്ന steel കസേരകൾ, sound system, എന്നിവ കാണുവാൻ സാധിച്ചു. സ്കെച്ചിൽ printing room എന്നായി മാർക്ക് ചെയ്ത ഭാഗത്തു U V printing machine, Laser printing machine, flex printing machine, UPS with Battery എന്നിവ കാണുവാൻ സാധിച്ചു. ആയതുകൊണ്ടു സ്ഥാനം സ്കെച്ചിൽ മാർക്ക് ചെയ്തിട്ടുണ്ട്.” On perusal of commission report it can be seen that a full fledged flex printing business is being run in the petition schedule building. Therefore from the contentions of both parties and perusal of commission report itself it is clear that the petitioner is in possession of petition schedule building. Therefore the petitioner could establish a prima facie case in his favour, balance of convenience is also found in favour of the petitioner, as it is already reported by the advocate commissioner that a full fledged flex printing business is being run in the plaint schedule building and the commissioner has also noted the machineries and the other arrangements for the business of flex printing in the plaint schedule building. The respondents have raised many allegations against the petitioner herein. The respondents have also raised a contention that the petitioner has not paid the rent as agreed but on perusal the petitioner had filed an affidavit submitting that he had paid the entire rent. Therefore prima facie, this court is of the view that the petitioner paid admitted arrears of rent. All other matters can be decided after trial. That being so, if injunction is not granted it may result in forceful eviction of the

petitioner herein which might cause irreparable injury to the petitioner. Therefore this court is of the view that the IA can be allowed restraining the respondents from forcefully evicting the petitioners herein till disposal of suit. Point Nos.1 to 4 are found in favour of the petitioner herein.

10. **Point No.5:-** Considering the facts and circumstances of this case, petitioner shall bear their respective costs.

In the result, IA is allowed. The respondents are restrained from forcefully evicting the petitioner herein other wise due process of law. No order as to costs.

(Dictated to the Confidential Assistant, transcribed by her corrected and pronounced by me in open court to on this the 10th day of December, 2025.)

Munsiff

Appendix

Petitioner's witnesses: Nil

Petitioner's Exhibits:

Respondent's Witnesses Nil

Respondents' Exhibits:-

Court's Exhibits:-

C1-20.11.2025 Commissioner's report by Adv.Sajna Manakkadavath

C1(a)20.11.2025 Commissioner's report by Adv.Sajna Manakkadavath

Munsiff