

IN THE COURT OF THE MUNSIFF-MAGISTRATE OF PONNANI
Present:- Smt. Sowmya T.M., Munsiff- Magistrate, Ponnani.

Wednesday, the 24th day of September 2025
the 2th day of Aswina, 1947

INTERLOCUTORY APPLICATION No.7/2024
IN ORIGINAL SUIT No.214/2023

Between:-

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| 1 | Jithin Mohan, 29 years, S/o.Mohanan, Menakathu House, Eazhuvathiruthy amsom, Erikkamanna desom, Ponnani Taluk | : Petitioners/
Respondents |
| 2 | Sheena, 46 years, W/o.Mohanan, Menakathu House, Eazhuvathiruthy amsom, Erikkamanna desom, Ponnani Taluk | |

And:-

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| 1 | Jameela, 63 years, W/o.Aboobacker, Thyvalappil House, Nagaram, amsom, desom, Ponnani Taluk | : Respondents/
Plaintiff, 3 rd
respondent |
| 2 | Abdul Vahabu, 36 years, S/o.Aboobacker, Cheriyaalappil House, Kappur amsom, Kollanoor desom, Pattambi Taluk, Palakkad District | |

This petition coming on this day for final hearing before me in the presence of Sri.P.K.Khaleemudheen, Smt.Majida.A.M. and Sri.Vijayan., Advocates for the Petitioners/Respondents and Sri.M.P.Subramanyan, Advocate for the Respondents/plaintiff and Sri.Ranjit.T., Advocate for the 3rd respondent and this Court passed the following:-

Sd/-
Munsiff-Magistrate

ORDER

This petition, filed by Defendants no. 1 and 2, seeks an interim mandatory injunction under Order XXXIX Rule 1 and Section 151 of the Code of Civil Procedure, 1905 (hereinafter referred to as the (CPC)).

2. The case of the petitioners, in brief, is that they are tenants in the petition schedule shop room, having entered into a rent agreement with the first respondent on 05.06.2020 and thereafter a second agreement on 04.07.2022. They assert a landlord-tenant relationship and state that they were running a business in the premises while paying rent to the first respondent. It is alleged that under the pretext of an ad-interim protection order, the respondents took all materials from the shop room. The petitioners submit that the report of the advocate commissioner, which noted a considerable amount of materials missing during a subsequent inspection, substantiates their claim. The petitioners contend that this act by the respondents is illegal and has caused them irreparable injury, and therefore, an interim mandatory injunction is necessary. The petition prays for a direction to the respondents to return the articles listed in Schedule B of the

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petition, which the petitioners allege were illegally taken from the petition schedule shop room.

3. Despite having an opportunity to do so, the first respondent did not file any counter statement.

4. The second respondent, however, filed a counter statement, contending that the petition is devoid of any bona fides. The second respondent avers that he was a partner in the petitioners' business, having invested a sum of ₹15,00,000/-(Fifteen Lakhs Rupees only), and a partnership deed was executed on 30.10.2021. The second respondent alleges that the first petitioner engaged in fraudulent activities, including stealing money from the business, forging documents, and inducing various persons to become partners. It is further contended that the petitioners themselves shifted stocks and machinery from the shop, sold them to third parties, and subsequently relinquished their rights over the petition schedule property. The second respondent further asserts that he is now conducting his own business in the same shop room under a new rent agreement with the first respondent, dated 12.10.2023. There are no bonafides in the above

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petition. Hence, the above petition is liable to be dismissed with the costs of the second respondent.

The following points arise for determination:

- a. Have the petitioners established a prima facie case in their favour, warranting an interim injunction?
- b. In whose favour does the balance of convenience lie?
- c. Would the petitioners suffer irreparable injury and loss if the injunction is refused?

5. I have heard both sides and considered the rival contentions and the records produced.

6. Points No. 1 to 3: The petitioners claim they are tenants of the shop room, having signed rent agreements with the first respondent in June 2020 and July 2022. They were running a business there and paying rent regularly. They allege that the respondents illegally seized all their business materials from the shop room. This was allegedly done under the pretence of an *ad-interim protection order*. The petitioners assert this unauthorized

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Munsiff-Magistrate**

seizure caused them irreparable injury. Therefore, they are asking the court for an interim mandatory injunction directing the respondents to immediately return all the specific articles listed in Schedule B of the petition.

7. However, the second respondent argued that the petition is filed without merit and lacks bona fides. The second respondent claims to have been a partner in the petitioners' business, having invested ₹15,00,000/- (Fifteen Lakh Rupees only) back in 2021. Furthermore, the second respondent levels serious accusations against the first petitioner, including fraud, stealing business money, and forging documents.

8. Apart from that, the second respondent completely denies taking the goods. Instead, he alleges that the petitioners themselves shifted, sold the stock and machinery to third parties, and voluntarily relinquished all their rights to the shop. To bolster his claim of lawful occupancy, the second respondent states that he is now the legitimate occupant, running his own business in the shop under a new rent agreement signed with the first respondent in October 2023.

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9. The petitioners' claim that the respondents took their stocks from the shop room remains unsubstantiated. While an advocate commissioner's report indicates missing articles, this report, by itself, is not sufficient to establish that the respondents were the ones who took them. Furthermore, the petitioners have not provided any specific date for the alleged overt act. The petitioners' own averments create doubt, as they claim the first respondent closed the premises after taking the stocks but fail to explain how they subsequently recommenced business, or why they did not bring this alleged trespass and theft to the immediate notice of the court. The petitioners' failure to take any legal action against the second respondent for the alleged forgery of documents also weakens their case. In light of the conflicting claims and the lack of a clear evidentiary basis for the allegations, I find that the petitioners have failed to establish a prima facie case in their favour.

10. It is an undisputed fact that a business is currently being conducted in the petition schedule property. The second respondent has asserted that he has a new rent agreement with the first respondent and is operating his own business. On the other hand, the petitioners submitted that

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they have been conducting business in the petition schedule shop room and they are in possession of the petition schedule property. As I pointed out earlier, the petitioners failed to explain how they subsequently recommenced business if the respondents closed the shop room from outside by using a new lock. Since it is a matter of evidence, the court is of the view that if any loss is suffered by the petitioners and if their claims are eventually proven, they can be adequately compensated by way of damages. Therefore, the balance of convenience clearly lies in favour of the respondents.

11. In addition to the above, the petitioners can ultimately recover their belongings through the final court decision if they win the main suit. The value of the lost items can be calculated, and they can be compensated with money. There's nothing to show that a financial payment wouldn't fully cover their loss. Furthermore, the second respondent claims the petitioners actually sold the goods themselves, which makes their argument about suffering an irreparable injury less believable.

12. The petitioners must satisfy three cardinal principles for the grant of an interim injunction: a prima facie case, the balance of convenience, and the potential for irreparable injury. Considering all the above points, I find that

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the petitioners have failed to satisfy any of the essential conditions for the grant of an interim injunction. The petition is therefore not maintainable. Points No. 1 to 3 are found against the petitioners.

In the result,

The petition is dismissed.

(Dictated to the Confidential Assistant transcribed by her, corrected by me, and pronounced in open court this the 24th day of September, 2025).

Appendix: Nil

/True copy//

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