

IN THE COURT OF THE ADDITIONAL MUNSIF, NEDUMANGAD
Present : Smt.Aparna Sukumaran,Nyayadhikari,Vellanad
(Additional full charge of Additional Munsiff)

On Thursday 21st August 2025

30th Sravana 1947

IA 01/2025 in OS 434/2025

Petitioner

Safeela, W/o Shameer Khan, Noor Mahal, House
No. 1534, Kuriyottukonam, Vilappil Village,
Thiruvananthapuram.

(By Adv: Sri.G.Muraleedharan)

Respondent

K.P Sasikumar, S/o Prabhakaran, Sarovaram,
Kallakanthukal Muri, Aruvikkara Village,
Nedumangad Taluk, Thiruvananthapuram.

(By Adv:Sri.C.R.Suresh Kumar)

This petition having been finally heard on 05/08/2025 and the court
on 21/08/2025 passed the following order;

ORDER

**This is an application filed under Order 39 Rule 1, Sec 94(c) r/w
Sec.151 of Civil Procedure Code. The applicant is the petitioner and the
respondent is the owner of the building in the above case.**

2. The application averments in brief are as follows:- This
application has been filed by the applicant to pass an order granting a
temporary injunction restraining the respondent and his henchmen from

forcefully evicting from the tenanted petition schedule building otherwise than on due process of law and from cutting the electricity and water connections in the tenanted premises and from causing any troubles or obstructions to the business in the petition schedule building and from committing any waste therein. The respondent is the owner of the building bearing No.AP 13/259, having approximately 500 square feet, situated in Aruvikkara Panchayat, Thiruvananthapuram. The relationship between the petitioner and respondent are tenant and landlord respectively. The said tenanted premises with all other apartments therein including electric and water connection are more particularly described here under as the Petition Schedule Building. In the month of march 2024, after knowing that the respondent has kept his petition schedule building for lease, approached the respondent for getting the petition scheduled building for rent for conducting business for hotel purpose named M/s “Paathoos Kitchen” and thus the respondent has entered into a Rent Agreement on 15..03..2024. The condition relating to the water bill and electricity bill were well mentioned in the agreement between the parties. On the same time of agreement, the respondent assured that the said petition scheduled building will be provided for rent for petitioner for the next five months and relating to this period, the written agreement between the parties shall be renewed in its all necessary manner. The petitioner is regularly paying monthly rent without any arrears. The petitioner neither committing any waste in the petition schedule building nor violated any of the conditions or clauses in the above said rent agreement. Now the respondent wants to evicts the petitioner illegally with force either by hook or crook or by high handedness with the help of his henchmen for the purpose of letting out the petition schedule building to the other parties on higher rent. As part of his illegal acts, the respondent cut off the electricity and water connection to the

petition schedule property as a coercive mode compelling the petitioner to evict from the petition schedule property. The petitioner has informed the same to the Aruvikkara police station and on the basis of which, the connections were re-installed. The petitioner has reliably learnt that the respondent and his henchmen are taking hasty steps to evict the petitioner and her staffs from the tenanted premises forcefully. Hence this application.

3. The respondent has filed an objection opposing the application. It is contended that the petitioner has approached the respondent for getting the shop room bearing No. AP 13/259 on rent for conducting a business in the name and style “Paathoos Kitchen” in the building for a period of 11 months from 15.03.2024 against a monthly rent of Rs.10,000/-. The monthly rent was to be paid on or before the 20th day of every month. The petitioner was bound to pay electricity charges and to keep the premises clean and without any damage to the building. She was also responsible for cleaning waste properly. She is due with 4 months arrears of rent at present and has done all sins with the shop room by burning waste in that itself and damaging the walls. The respondent need not to evict the petitioner forcefully but it is for her to surrender the premises, hence she is continuing in an illegal possession. The petitioner purposefully suppressed the fact that the respondent's wife is conducting a type writing institute in the adjoining room and students are also available. During the period of tenancy the petitioner was supposed to remit electricity charges. No disconnection was made by the respondent. The tenure was from 15.03.2024 to 14.02.2025. The petitioner was supposed to vacate the premises on that day and to surrender the keys but failed to do so. Hence the respondent has issued a notice to her dated 17.04.2025 to vacate the premises on or before 17.05.2025. Still, the petitioner declined and continued her

illegal occupations in the building. Hence, the premises illegally occupied are only for harassing and victimising the respondent for her illegal enrichment.

4. Heard the learned Counsel for the both sides and perused records.

5. **The points that arise for consideration are:**

1) **Is the petitioner entitled for a temporary injunction as prayed for ?**

2) **Reliefs and costs?**

6. **Point No.1** : The petitioner states that she is in possession of the petition schedule building bearing No. AP 13/259 in Aruvikkara Panchayat, Thiruvananthapuram District, having an extent of about 500 sq.ft., as a tenant under the respondent by virtue of a rent agreement dated 15.03.2024 for the conduct of a hotel business in the name and style “M/s Paathos Kitchen”. She avers that she has been paying monthly rent regularly without committing waste or violating the conditions of the agreement. She alleges that the respondent is attempting to forcibly evict her in order to lease the premises to another on higher rent, and as part of such acts, disconnected water and electricity connections, which were later restored after she approached the police.

7. The respondent admits the tenancy but contends it was for a fixed period of 11 months, expiring on 14.02.2025. He alleges that the petitioner is in arrears of rent for four months, has damaged the premises, and committed waste by burning garbage inside the shop room. It is asserted that the petitioner's possession after expiry of the lease is illegal and that he has already issued a notice dated 17.04.2025 calling upon her to vacate by 17.05.2025.

8. It is not in dispute that the petitioner entered into possession of the petition schedule property pursuant to a written rental agreement executed between her and the respondent. The existence of such an agreement establishes a legally recognised landlord-tenant relationship. Even assuming, for the sake

of argument, that the term of the said agreement has expired, the respondent cannot take the law into his own hands. He remains legally bound to initiate and pursue lawful proceedings before the competent court for recovery of possession, and cannot resort to extra-judicial means such as forceful eviction or coercive interference in the enjoyment of the tenanted premises.

9. The petitioner has filed a detailed and sworn affidavit in support of this application, wherein she has clearly averred that she was regularly paying the rent prior to the institution of the suit and that any arrears that have accumulated are only subsequent to the filing of the present suit. She has further expressed her bonafide readiness and willingness to pay off any outstanding arrears and to continue paying the monthly rent promptly hereafter. A perusal of the affidavit reveals that the petitioner has, in good faith, been discharging her obligations under the tenancy agreement and continues to show her intention to comply with her legal and contractual responsibilities. This strengthens her claim for equitable relief.

10. Furthermore, the petitioner has specifically stated that she is conducting a business from the petition schedule property, through which she earns her livelihood. The business forms her sole source of income, and any disruption to it would have a direct and grave consequence on her sustenance and financial well-being. Therefore, on the basis of the materials on record, including the pleadings and the affidavit, this Court is satisfied that a prima facie case is made out in favour of the petitioner. The balance of convenience also lies in her favour, and the denial of relief at this stage would result in serious prejudice and hardship to her.

11. The Hon'ble High Court of Kerala, in **Pramod v. The Secretary & Anr. and connected cases [2024 (6) KHC 321]** has clearly laid down that a tenant who seeks an injunction restraining eviction must comply with their

obligation to pay rent. The Hon'ble Court held that while equitable relief by way of injunction may be granted to protect the possession of a tenant, such relief can and should be made conditional on the tenant's payment of arrears and regular payment of future rent. Most importantly, the decision reiterates the settled principle that landlords cannot forcibly dispossess tenants or disconnect essential amenities, and must instead approach the appropriate legal forum for recovery of possession.

12. In the present case, the petitioner has alleged that the respondent, in an attempt to evict her through unlawful means, had even disconnected the water and electricity supply to the tenanted premises. This is alleged to have been done with the intent of harassing the petitioner and coercing her to vacate the premises. It is also submitted that on the intervention of local police authorities, the utilities were restored. A landlord must always act in accordance with law, and the Court cannot permit or encourage any form of self-help eviction or intimidation. If the petitioner is evicted forcefully or if the essential amenities are disconnected again, she will suffer irreparable injury and hardship. The loss of business, damage to goodwill, and the impact on her livelihood cannot be adequately compensated in monetary terms.

13. Granting injunction will maintain the status quo and preserve the petitioner's possession and business pending adjudication, whereas refusal may cause disruption that is disproportionate to any inconvenience the respondent might suffer, given his right to seek eviction legally. Forcible eviction or disconnection of amenities would irreparably harm the plaintiff's business and livelihood in a manner not compensable by monetary damages.

14. Point No.2 : Considering the facts and circumstances of the case, no order as to costs.

Hence, the following order is passed:

1. *The respondent is hereby restrained by a temporary injunction from forcefully evicting the petitioner from the petition schedule premises or from causing obstruction to her peaceful possession, or from disconnecting electricity and water, except in accordance with law, until disposal of the suit.*
2. *The petitioner shall deposit the arrears of rent due from the date of institution of the suit within one month from the date of this order.*
3. *The petitioner shall continue to pay monthly rent on or before the 10th of every month, without fail.*
4. *Failure to comply with any of the above conditions shall result in the automatic vacation of this order without further reference to court.*
5. *No order as to costs.*

(Dictated to the C.A., transcribed by her, revised by me and pronounced by me in open court on this the 21st day of August, 2025).

Sd/-

**APARNA SUKUMARAN
NYAYADHIKARI**

(Additional full charge of Additional Munsiff)

APPENDIX: NIL

Id/-

NYAYADHIKARI

(Additional full charge of Additional Munsiff)

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NYAYADHIKARI

(Additional full charge of Additional Munsiff)

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