

**IN THE COURT OF THE DISTRICT MUNSIF, SULUR.**Present : **Tmt.N.Renuga**, B.A., B.L.,

District Munsif, Sulur

Wednesday, the 20<sup>th</sup> day of November 2024**I.A.No.2/2023****in****O.S.No.148/2023**

Mrs.Sivaranjani Senthilvelan

...Petitioner/ Plaintiff

/ Vs /

N.Kanakarajan

...Respondent/ Defendant

This petition coming on 21.09.2024 for final hearing before me in the presence of Mr.A.Arun, Advocate for the Petitioner and of Mr.P.Rajendran, Advocate for the Respondent and upon hearing of both parties and upon perusing the records and having stood over for consideration till this day this Court delivered the following :

**ORDER**

Petition filed by the petitioner under Order 39 rule 1 and 2 and section 151 of CPC to an order of temporary injunction restraining the respondent, his men, agents, servants and persons claiming through him from in any way disturbing petitioner's peaceful possession and enjoyment of the petition mentioned property pending disposal of the suit and also grant an ad interim injunction to the similar effect pending disposal of this petition.

**1. The brief averments of the affidavit filed by the Petitioner as follows:-**

1.1. The petitioner/plaintiff started a business under the name and style of "TONI and GUY" the famous group of saloons. The petitioner/plaintiff approached the respondent to get the petition mentioned property for rent for the purpose of commencing her business. The respondent entered into a lease agreement on

21.03.2023 agreeing to lease out the petition mentioned property to petitioner with effect from 01.05.2023 to end on 01.04.2024 for a period of 11 months. The monthly rent was fixed as Rs.55,000/- per month and an advance amount of Rs.5,50,000/-. As per the terms of the lease agreement the petitioner/plaintiff started her business after paying an advance of Rs.1,00,000/- by way of bank transfer and balance of Rs.4,50,000/- by way of cash.

1.2. The respondent did not allow petitioner to remit the monthly rent into respondent's account mentioned in the lease agreement with intention to avoid statutory taxes. As a result, the petitioner/plaintiff paying the rent only by cash. The respondent taking advantage of the reasons not allowing the petitioner to run her business peacefully. The petitioner/plaintiff is a lawful and statutory tenant, she have paid huge amount of Rs.5,50,000/- as advance to the petition mentioned property and the respondent did not come forward to get the electricity connection for petitioner/plaintiff business. Hence, the petitioner have come forward with the suit for bare injunction and this petition for temporary injunction. Hence, this petition.

**2. The brief averments of written statement filed by the defendant adopt as counter statement as follows:**

2.1. The plaintiff before getting agency from the famous brand M/s.TONI and GUY has entered a rental agreement with this defendant on 21.03.2023 by misusing the famous brand. The rental agreement period is 11 months from 01.05.2023 till 01.04.2024. The advance amount fixed as Rs.5,55,000/- . The one lakh received by this defendant through bank transaction then the plaintiff issued cheque for RS.4,50,000/- in cheque No.057028 and this defendant's repeated request the plaintiff refused to permit the defendant to encash the cheque. Further in the agreement it is recited the rental to be paid to this defendant through his account only. But the plaintiff has not get agency from the M/s.TONI and GUY brand and

further has not started the business in the suit premises.

2.2. Further the plaintiff in the agreement stated they themselves arrange for electricity connection for their convenient. The plaintiff has not opened the shop in the suit premises and has not paid the rent as agreed from 01.05.2023. After that this defendant asked the plaintiff about the same the plaintiff stated already the agency has been transferred to some other persons and they does not get the agency. Hence, this defendant asked the rent amount for 3 moths totally Rs.1,65,000/- by refusing the same by suppressing the material facts the plaintiff filed the present suit before this court.

### **3. Point for Consideration:-**

Whether the petition under Order 39 rule 1 and 2 and section 151 of CPC is to be allowed?

### **4. Points:-**

4.1. Heard both side. Perused records. Both side admitted facts the plaintiff is a proposed tenant agreed and entered rental agreement on 01.05.2023 with the defendant who is the landlord. The plaintiff rental dated 01.05.2023 filed along with the plaint in doc.No.1. The terms of the agreement that the period is 11 months and the monthly rent is Rs.55,000/- to be directly deposited into the defendant's bank account, the advance is Rs.55,00,000/-.

4.2. The plaintiff contents, the defendant being the landlord disturbing the peaceful possession of the suit property. The defendant contents the plaintiff has not opened the shop in the suit property in the name of M/s.TONI and GUY and the property not taken by the plaintiff for use as per the terms in the agreement, by considering the facts here the execution of rent agreement is agreed, the plaintiff pleaded she is in possession of the property. But, the defendant denied running of shop by the plaintiff as mentioned in the rent agreement in the suit premises. Hence, here the prima facie question to be decided is, whether plaintiff running a shop in the suit premises on the basis of rental agreement?. Without deciding the material fact,

further decision on possession can't be granted.

***In the result, this petition is dismissed. No cost.***

Dictated to the Steno-typist and directly typed by her in computer, and corrected and pronounced by me in open court this the 20<sup>th</sup> day of November 2024.

Sd/N.Renuga  
District Munsif,  
Sulur.

**List of witnesses and documents on petitioner side:**

Nil

**List of witnesses and documents on Respondent side:-**

Nil

Sd/N.Renuga  
District Munsif,  
Sulur.

Draft/ Fair Order  
I.A.No.2/2023 in  
O.S.No.148/2023  
Dated : 20.11.2024  
DMC, Sulur.