

**IN THE COURT OF DISTRICT MUNSIF CUM JUDICIAL MAGISTRATE, PALLAVARAM**

**PRESENT: Thiru.C.P.MULLAI VANAN, B.A.B.L.(Hon's),**  
District Munsif cum Judicial Magistrate, Pallavaram

**Monday, 30<sup>th</sup> day of March 2026**

**OS No. 501/2023**

**CNR.No:TNCG10-003033-2023**

M/s. Janani Sweets & Bakery,

Represented by M.R. Sankar Kumar

--- Plaintiff

-Versus-

Vaidyanathan

--- Defendant

This suit came up for final hearing on this day in the presence of advocate M/s.V. Benedict Vincent, learned counsel for the Plaintiff and Tr.N. Karunanidhi, learned counsel for the defendant. Upon perusing the entire case records, on hearing both sides arguments and having stood over for consideration till this date, this court delivers the following:-

**JUDGMENT**

1) Suit filed by the plaintiff seeking for the relief of permanent injunction against the defendant restraining him or his agents, his legal representatives/heirs, his subordinates or any person / persons claiming rights / title under him from any manner whatsoever, interfering with the plaintiff's peaceful possession or evicting him from the plaint schedule property i.e. a shop portion (corner shop) at old No.8A, New No.23 at Rajendra Prasad Road, Nehru Nagar, Chrompet, Chennai 600 044 without having recourse to due process of law and for costs.

**2) BRIEF AVERMENTS OF THE PLAINT IS AS FOLLOWS:-**

2.1) The plaintiff stated that the defendant herein is the landlord/owner of the immovable property / building / premises at Old Door No.8A, New No.23, Rajendra Prasad Road, Nehru Nagar, Chrompet, Chennai 600 044. He is the tenant under the defendant herein occupying a small shop portion (corner shop) of an extent of 150 sq.ft. at the premises as aforesaid.

2.2) The plaintiff stated that he entered into a rental agreement with the defendant on 23.01.2003, renewing the tenancy dated 24.02.2002 in relation to the shop portion i.e. the plaint schedule property more fully described in the schedule given hereunder. In pursuance of the terms and conditions incorporated therein a sum of Rs. 1,25,000/- (Rupees one lakh and twenty five thousand only) as and towards advance had been paid by the plaintiff, the receipt thereof had been duly acknowledged and admitted by the defendant which is refundable to plaintiff on vacating the plaint schedule property without interest thereon.

2.2) The plaintiff further stated that the tenancy is for a non-residential /commercial purpose. At the inception of tenancy in the year 2002 the rent fixed therefor is Rs. 1700/- (Rupees one thousand and seven hundred only) per month which required to be paid on or before the 5th day of every English Calendar month, the period of tenancy / lease had been fixed for 11 months with effect from 23.01.2003 which periodically got extended / renewed till date. The electricity consumption charges borne by the plaintiff.

2.3) The plaintiff further stated that it had been mutually agreed upon the lease in relation to the plaint schedule property between the plaintiff and the defendant was extended for a further period of 3 years by the rental agreement dated 14.12.2018. As per the terms and conditions set out therein, the period of tenancy and the monthly rent therefor has been fixed as follows:

a) From 01.10.2018 to 30.09.2018 for a period of 12 months with the rent at Rs.9250/- (Rupees nine thousand two hundred and fifty only) per month

b) From 01.10.2019 to 30.09.2020 for a period of 12 months and monthly rent is at Rs.9750/- (Rupees nine thousand seven hundred and fifty only).

c) From 01.10.2020 to 30.09.2021 for a period of 12 months, the monthly rent is at Rs.10,500/- (Rupees ten thousand and five hundred only). It has been further mutually agreed upon to extend /renew the lease period on entering into a fresh rental agreement with the enhanced monthly rent. The aforesaid rental agreement has been acted upon and is in force. Therefore the plaintiff herein is the statutory tenant having the legal protection as enshrined in the relevant provisions of the Act therefor. It is pertinent to state that a sum of Rs.1,25,000/- (Rupees one lakh and twenty five thousand only) had been paid to the defendant by him as and towards security deposit shown therein which is refundable without interest thereon. The defendant has not given the original copy of agreement dated 14.12.2018 meant for the plaintiff and promised to give the same after a few days but till date he has not honoured his words even on demand therefor.

2.4) The plaintiff further stated that he is running a business dealing in Food items i.e. Sweets and Bakery under the name and style of Janani Sweets and Bakery. He had obtained necessary permission and license for such business from the Government of Tamilnadu with the License No. 12417008002457 which he is running strictly adhering to the terms and conditions of the said Rental Agreement.

2.5) The plaintiff stated that the said business is his only livelihood and source of income. In addition to this there had been a major surgery performed upon him for the Liver Transplantation, he had been advised not to indulge in heavy work. Hence the income that he could generate from the business is the

only source of livelihood for him and his family consisting of his wife and school going children.

2.6) The plaintiff states that he is regular and prompt in the payment of rent. While so, the defendant without any valid reason threatened the plaintiff to vacate the plaint schedule property immediately or to face the dire consequences. He threatened the plaintiff unmindful of the fact that the plaintiff being the statutory tenant and he shall not be evicted from the plaint schedule property other than through and only by due process of law. As the dispute is of civil nature the police has no jurisdiction to entertain a complaint in this regard and his only efficacious remedy lies before this court.

2.7) The plaintiff states that the defendant who has vowed to evict the plaintiff now sent a notice dated 11.07.2019 seeking his eviction therefrom on the false ground of setting the said shop in favour of his son and daughter. Even if the said property is settled as falsely stated by him, the tenancy in relation to the plaint schedule property ought to be attorned in favour of the plaintiff as the period of tenancy therefor is still in continuance. As such his possession therein as a tenant is well protected by relevant provisions of the Act.

2.8) The defendant is bent upon to evict the plaintiff in the guise of the aforesaid notice, which is illegal. If he is evicted therefrom illegally it would cause irreparable loss and hardship to him and his dependents. The plaintiff has a prima-facie case and the balance of convenience is also in his favour. Hence the plaintiff is entitled to seek the relief of permanent injunction against the defendant from interfering with his peaceful possession and enjoyment of the plaint schedule property and he should not be evicted except by and through due process of law. Since the plaintiff is in possession and carrying on business in the plaint schedule shop as on date he has made out a prima facie case for the

grant of relief of the permanent injunction. Hence, this suit.

**3) BRIEF AVERMENTS OF THE WRITTEN STATEMENT FILED BY THE DEFENDANT IS AS FOLLOWS:-**

3.1. The defendant stated that the plaintiff had filed the above suit for permanent injunction against the respondent/defendant not to evict him with due process of law is admitted. It is also true that the Plaintiff was inducted as a tenant since 2002 and the petition mentioned property was let out only for selling bakery products. The tenancy is for non-residential one and the present rent is Rs.9,250/-. Subsequent to rental agreement it was not renewed as demanded since the defendant demanded the shop under the occupation of the Plaintiff for his own and his family members use and occupation. The same had been duly intimated by the defendant to the Plaintiff and in spite of the information the above suit has been filed on frivolous grounds.

3.2) The allegations contained in Para No.7 that the defendant did not give the original copy of the agreement dated 14.12.18 are denied as false and untrue. The allegations contained Para 8 that the Plaintiff had obtained necessary permission and license are put into strict proof of the same. The license number as alleged by the plaintiff is also liable to be produced and proved by the Plaintiff.

3.3) The business in the petition mentioned property is only his livelihood and source of income for the Plaintiff is not known to the defendant. His further allegations contained in Para 9 that there had been a major surgery performed to the Plaintiff for liver transplantation and the Plaintiff was advised to minimize his heavy work, are all devoid on merits and the same are put into strict proof of the Plaintiff herein. The rest of the allegations contained in Para 9 are denied. The allegations contained in Para 10 that the Plaintiff is regular and prompt in paying rents are specifically denied as false and untrue. The

Plaintiff was always in the habit of paying the rent belatedly without adhering to the covenants found in the agreed agreement. The Plaintiff committed default in payment of rent which is willful and wanton.

3.4) The defendant never threatened the petitioner to vacate the property as alleged. The allegations of the Plaintiff that he is the statutory tenant are also denied and there is no provision in law that the plaintiff cannot be evicted. As the Plaintiff has committed default in payment of rent and the petition premises is required for the family of the respondent. The defendant requested the plaintiff to hand over vacant possession in order to organize and effect a proper settlement for his children. The demand of the defendant is genuine and the same is bonafide one. The question of indulgence of Police to entertain a complaint is devoid of merits. The respondent never committed any offence to countenance any kind of complaints.

3.5) The defendant being a Law abiding citizen, again demanded the plaintiff to surrender vacant possession by sending a letter dated 11.07.2019. The Plaintiff is fully aware of the proposed settlement by the request in favour of his Son and daughter pertaining to the petition mentioned property. Therefore, it is the legitimate demand on the part of the defendant to the Plaintiff to surrender vacant possession. The notice had been duly sent with atonement of tenancy. There is no protection as alleged by the petitioner in Para 11 under any Act. The defendant intends to seek vacant possession of the petition mentioned property only with due process of law and had taken steps also.

3.6) The allegations contained in Para 12 are denied and there is no cause of action against the defendant. As per the agreement the defendant had issued a notice to surrender vacant possession. Since the agreement was not a registered One, the tenancy should be treated as a monthly one. Therefore, there

is no necessity for the respondent to send a notice. In any event the defendant had sent a notice seeking the recovery of possession of the premises under the occupation of the Plaintiff. There is no prima facie case established by the Plaintiff. Therefore, all the allegations contained in Para 12 are devoid of merits and the same is filed on exactions and frivolous grounds. The Plaintiff fails to establish his own case and the suit and the petition has been filed by the Plaintiff suppressing all the facts. Hence, he is not entitled to any indulgence of this court, much less the equitable relief of injunction. It is therefore prayed that this court may be pleased to dismiss the above suit with cost.

4) Upon consideration of the pleadings, documents produced and examination parties the following issues were framed by this court for proper and complete adjudication:-

- 1) Whether the defendant unlawfully interferes with the possession of the plaintiff over the suit property in order to evict?
- 2) Whether the plaintiff is entitled for permanent injunction as prayed for?
- 3) Whether the plaintiff is entitled for the cost of the suit?
- 4) To what other reliefs the plaintiff is entitled to?

5) On the side of the plaintiffs, the plaintiff Tr.M.R.Sankar Kumar was examined as PW1 and through him Exhibits A1 to A6 were marked. On the defendant side no witness examined and no exhibits are marked.

6) Heard Both sides arguments. Records Perused.

**7) Issue nos.1 to 3:-**

1) Whether the defendant unlawfully interferes with the possession of the plaintiff over the suit property in order to evict?

- 2) Whether the plaintiff is entitled for permanent injunction as prayed for?
- 3) Whether the plaintiff is entitled for the cost of the suit?

7.1) The case of the plaintiffs is that the plaintiff is the tenant under the defendant for the suit property and entered into rental agreement with the defendant on 23.01.2003 and paid Rs.1,25,000/- as advance amount and the rent was fixed as Rs.1700/- and the above tenancy was periodically renewed and the plaintiff and defendant were extended the rental agreement for 3 years dated 14.12.2018 and rent fixed as Rs.9250 from 01.10.2018 to 30.09.2020 and Rs.9750/- from 01.10.2019 to 30.09.2020 and Rs.10,000/- from 01.10.2020 to 30.09.2021 and the plaintiff is running Sweet and bakery shop in the name Janani sweets and the defendant without valid reason threatened the plaintiff to vacate from the suit property immediately and on 11.07.2019 the defendant issued a notice seeking to evict the plaintiff from the suit property on false grounds. Therefore, the plaintiff filed the suit for permanent injunction against the defendant restraining him or his agents, his legal representatives/heirs, his subordinates or any person / persons claiming rights / title under him from any manner whatsoever, interfering with the plaintiff's peaceful possession or evicting him from the plaint schedule property i.e. a shop portion (corner shop) at old No.8A, New No.23 at Rajendra Prasad Road, Nehru Nagar, Chrompet, Chennai 600 044 without having recourse to due process of law. Hence this suit.

7.2) In this case, the plaintiff Tr.M.R. Sankar Kumar was examined herself as PW1 and deposed to the plaint averments and exhibits Ex.A1 to A6 were marked on the side of the plaintiff. Ex.A1 which is the original notice dated 11.07.2019, Ex.A2 which is the online electricity bill receipt dated

08.06.2019, Ex.A3 which is the web copy of license for running the Business dated 24.08.2020, Ex.A4 which is the original profession Tax receipt dated 07.08.2015, Ex.A5 which is the original rental agreement dated 23.01.2003 and Ex.A6 which is the photo copy of E.B. consumption card (compared with original).

7.3) The case of the defendant is that the plaintiff is the tenant and the defendant admitted the tenancy relationship and admitted the execution of the rental agreement dated 23.01.2003 and admitted the agreement dated 14.12.2018 and contended that defendant never threatened the plaintiff to vacate the property and the plaintiff committed default in payment of rent and the suit property is required for the family of the defendant and requested the plaintiff to handover the possession of the suit property to settle the property to children of the defendant and no cause of action for the suit and prays to dismiss the suit.

7.4) In this case, it is the admitted fact of both sides that the defendant is the owner of the suit property and the same was leased for rent to the plaintiff and the relationship of tenant and landlord are admitted by the plaintiff and the defendant. The contention of the plaintiff is that the defendant unlawfully trying to evict the plaintiff from the suit property whereas the defendant contended that he had issued notice to the plaintiff to vacate and handover the possession of the suit property. Upon perusal of Ex.A1 which is the notice sent by the defendant to the plaintiff seeking to vacate from the suit property and granted time of 3 months to the plaintiff vide notice dated 11.07.2019 and the plaintiff admitted in his cross examination that " தாவா சொத்தில் இருந்து காலி செய்திட வழக்கின் பிரதிவாதி எனக்கு வழக்கறிஞர் அறிவிப்பு அனுப்பியுள்ளாரா என்றால் ஆம் (பின்பு சரியாக தெரியவில்லை என்று சாட்சியம் அளித்துள்ளார். இவ்வழக்கின்

பிரதிவாதி என்னை தாவா சொத்திலிருந்து சட்டப்படி காலி செய்திட RLTOP No.66 of 2023 ஆக தாக்கல் செய்துள்ளார் என்றால் ஆம். மேற்படி RLTOP No.66 of 2023 மனுவில் இந்நீதிமன்றம் 31.10.2023 தேதியன்று என்னை தாவா சொத்திலிருந்து காலி செய்திட உத்தரவு பிறப்பிக்கப்பட்டுள்ளது என்றால் ஆம். ”

8) The above admission of PW1 and Ex.A1 shows that the defendant had issued a notice to the plaintiff to vacate from the suit property and also granted 3 months time to vacate from the suit property and after receiving the notice and before expiry of time granted the plaintiff filed the above suit on 01.08.2019 which shows that the defendant after following due process of law by issuing notice to vacate from the suit property the plaintiff filed the above suit without cause of action. Moreover, the plaintiff alleged that the defendant threatened him to vacate from the suit property but the plaintiff has not mentioned any date of alleged threatening and not examined any 3<sup>rd</sup> party witness to establish his allegation as against the defendant.

9) Therefore, after initiating due process of law the above suit was filed which shows that the above suit was filed without any cause of action and during the pendency of above suit the defendant also filed RLTOP No.66/2023 as against the plaintiff for delivery of suit property which shows that after issuance of Ex.A1 the said rental eviction petition was filed which is the compliance of due process of law which was also admitted by the plaintiff. Therefore, the plaintiff has failed to prove the cause of action for the suit through sufficient oral and documentary evidences. Therefore, this court finds that the plaintiff has not proved that the defendant threatened the plaintiff to vacate from the suit property without following due process of law. Hence

issues Nos.1 to 3 are decided against the plaintiff.

**10) Issue No.4:- To what other relief the parties are entitled?**

Considering the facts and circumstances of the case, the parties are not entitled to any other relief.

**11) Result:**

(i) In result, this suit is dismissed without cost.

(ii) Considering the facts and circumstance of this case this court orders that both parties shall bear their own cost.

Dictated to the Steno-Typist, directly typed by him in computer, corrected and pronounced by me in open Court, this the 30<sup>th</sup> day of March 2026.

Sd/-Tr.Mullai Vanan,  
District Munsif cum  
Judicial Magistrate  
Pallavaram.

**I) PLAINTIFFS SIDE WITNESSES:**

S.No	Witness No.	Name
1	PW1	Tr. Sankar Kumar

**II) PLAINTIFFS SIDE EXHIBITS:**

S.No.	Exhibit	Date	Documents	Remarks
1.	Ex.A1	11.07.2019	Notice from the defendant	original
2.	Ex.A2	08.06.2019	Electricity bill receipt	Online copy
3.	Ex.A3		License for running the Business certificate	Web copy
4.	Ex.A 4	07.08.2015	Profession Tax receipt	original
5.	Ex.A5		Rental agreement	original

6.	Ex.A6		E.B. consumption card	compared with original.
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**IV) DEFENDANTS SIDE WITNESS : NIL**

**IV) DEFENDANTS SIDE EXHIBITS :- NIL**

Sd/-Tr.Mullai Vanan,  
District Munsif cum  
Judicial Magistrate  
Pallavaram.

// True Copy //

District Munsif cum  
Judicial Magistrate  
Pallavaram.

**I THE COURT OF DISTRICT MUNSIF CUM  
JUDICIAL MAGISTRATE, PALLAVARAM**

**Date:30.03.2026.**

**O.S.No.501/2023**

**Judgment Pronounced in open court**

(i) In result, this suit is dismissed without cost.

(ii) Considering the facts and circumstance of this case this court orders that both parties shall bear their own cost.

Detailed judgment vide in separate sheet.

DM cum JM

Pallavaram.

**In**