

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

Friday, 19th day of June 2026

OS No. 922/2023

CNR.No:TNCG10-005938-2023

S. Sathappan

--- Plaintiff

-Versus-

1. The Chief Executive Officer, Cantonment Board, St. Thomas Mount,
Chennai 600 016.

2. The Defense Estate Officer, Ministry of Defense, Teynampet,
Chennai 600 018.

--- Defendants

This suit came up for final hearing on this day in the presence of advocate M/s.G.A. Christy, learned counsel for the Plaintiff and Tr.R. Ranjith Kumar, learned counsel for the 1st defendant and this suit was dismissed against 2nd defendant on 11.04.2016. 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 declaring that the orders in reference No.STM/Admin/Lease/1286, dated 23.09.2014 issued by the 1st defendant herein to the plaintiff, as null and void and permanent injunction restraining the 1st defendant, his men, agents, servants, staff, subordinates and others acting on behalf of the defendant from dispossessing or evicting the plaintiff herein from the suit property, pursuant to the above orders in reference No.STM/Admin/Lease/1286 dated 23.09.2014 in any manner and for costs.

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

2.1) The plaintiff stated that he is the lawful occupier of the lease hold premises at C.Pallavaram more fully described in the schedule hereunder and running the stationary & cool Bar shop on getting license from the Cantonment Board till date. Originally the plaintiff father namely A.N.Chokalingam has acquired the shop on getting the lease hold right from the original lessee of the Cantonment Board namely Burma shell and had been running the business of selling the sand and blue metals in the above said shop premises from the year 1971 The above said occupation was also recognized by the Cantonment Board in issuing the trade license and collecting the professional tax, etc Mr.A.N. Chokalingam has assigned/transferred his lease hold right in the name of his son namely S. Sathappan, the plaintiff herein and that he has been running the shop on getting trade license from the Cantonment Board. He has also got the electricity supply in the name of his wife on getting necessary no objection from the Canfonment Board.

2.2) The plaintiff stated that the 1st defendant in his letter dated 17.06.2014 has requested the plaintiff to forward the willingness letter for renewal of the lease for further period of 30 years with effect from 20.05.1989. Accordingly the plaintiff has sent his willingness for renewal on 25.06.2014, but to his shock and surprise the defendant has issued a letter dated 23.09.2014 ordering the plaintiff to vacate the premises within 15 days from the date of receipt of that order and on failure, they informed that they will evict the plaintiff use of such force as may be necessary for eviction.

2.3) The plaintiff stated that he is the lawful occupier of the lease hold premises from the year 1998 to till date, by paying necessary license fee, professional tax, Electricity charges, etc., to the authorities concerned and that he is the authorized occupier of the shop premises. While being so without

issuing any show cause notice as stipulated in the public premises eviction Act 1971, the defendant has straight away issued the orders for eviction, which is arbitrary, discriminatory, illegal and violations of the principles of natural justice Hence the above orders dated 23.09.2014 issued by the defendant is not valid and void of initio. Therefore, the plaintiff has sent the reply letter dated 30.09.2014 requesting him to reconsider the matter, but there is no reply from the defendant till date. Hence it is just and necessary to declare the said order in reference No.STM/Admin/Lease/1286 dated 23.09.2014 issued by the Cantonment Board as null and void.

2.4) The plaintiff stated that the suit property is permanent structures of RCC roofed building constructed by the plaintiff's father as their own money, even though it is called the shop premises, and the plaintiff has obtained the electricity service connection at his own expenses on getting No objection from the Cantonment Board and his occupation was also recognized by suing trade license and collecting professional tax from the year 1998 to till date and all these facts are well known to the defendant herein also. The plaintiff submits that the defendant herein at present with obvious motive wish to dispossess the plaintiff from the suit property all of a sudden without following the Rules and Regulations and also without adopting the legal means, methods and procedures.

2.5) The plaintiff stated that the defendant has try to dispossess the plaintiff from the suit property by force and threat and that they tried to do so willfully, wantonly and also without any legal justification and in fact on 23.09.2014 issued the order to dispossess the plaintiff from the suit property by using the force if necessary. The plaintiff further submits that the defendant is very powerful Body and clothed with enormous Departmental power and they are having many staff and subordinate under their command and that there is

imminent danger and constant threat of dispossess the plaintiff from the suit property and if the defendant is succeed so, then the plaintiff will be put to much hardship, heavy loss and irreparable injury beyond any compensation and there will be multiplicity of proceedings and in all the suit property cannot be restored to its original state and level and further the balance of convenience is fully on the side of the plaintiff and hence the plaintiff is constrained to file this suit. Hence, this suit.

**3) BRIEF AVERMENTS OF THE WRITTEN STATEMENT
FILED BY THE 1st DEFENDANT IS AS FOLLOWS:-**

3.1) The defendant denies all the allegations and averments stated in the plaint and states that this suit is baseless, frivolous and vexatious one and not based on any sound principles of law or on facts. Hence this suit is liable to be dismissed in limine. 2 This defendant stoutly deny the averments in para No.3 of the plaint that the plaintiff is a lawful occupier of the lease hold premises more-fully identified as the suit property by obtaining license from the Cantonment Board are all subject to proof and relevancy by placing appropriate material evidence.

3.2) Otherwise the other averments such as Mr.A.Chokalingam who has acquired the shop by getting lease hold right from the Cantonment Board is strictly denied and it is specifically stated that the said Mr.A.N. Chokalingam was never allotted with any lease from this defendant office at any point of time, hence the claim of the plaintiff that Mr. Chokalingam had transferred the lease hold right on his favour cannot be accepted as a valid legal point and the same to be brushed out as a unsustainable claim without any legality.

3.3) Whereas the matter of fact remains that the defense land measuring 1000 sq.ft. in R.5.No.238 (GLK Sy No.388/657-A) of St. Thomas Mount cum Pallavaram Cantonment was originally granted on lease in schedule

VI of CLAR, 1925 to M/s Burma Shell & Co. Madras for 30 years wef 20.5.1929 to 19.5.1959 for Kerosene Petrol Pump and Bunk with an option to the lessee to reset the lease for 30 years interval (for an aggregate period of 90 years). The lease was surrendered and a fresh lease in schedule VIII of CLN Rules. 1937 was granted for the increased area measuring 1240 sq ft in GLRS No.388/657-A. The lease for the 2nd term was renewed with effect from 20.05.1959 to 19.05. 1989. The said lease hold rights transferred by M/s Burma Shell & Co. Madras to and in favour of Shri. A. Shanmuga Sundaram and the said lease was also expired very much on 19.05.1989 itself.

3.4) Accordingly, the defendant office directed the lessee to intimate, whether he is willing to renew the lease hold rights of the above mentioned property for a further period of 30 years w.e.f. 20.05.1989. In spite of several letters and reminders sent by the defendant office one Mr.AN Chockalingam vide his letter dated 23.08.1994 requested to renew the lease for further period of 30 years from 19.05.1989.

3.5) Based upon the said letter the defendant office directed him to produce the legal rights over the lease hold property, but nothing was received till February. 1996. Further to above, the defendant office initiated action under PFE Act and issued notices under section 4(1) and order under section 5(1) vide letter Nos. STM/Works/17/130/840 dated 13.06.1996 to vacate the unauthorized occupiers of the Government property, further one more chance was also been given to the occupiers to produce the requisite documents for renewal vide letter No. STM/ADM/Lease/0073 dated 07.01.2013. But the occupiers including the said Mr.Chokalingam failed to produce the legal documents. With the above, hence it was considered as that the occupiers have no interest for mutation and renewal of the lease for the 3rd and final term of the lease w.e.f. 19.05.1989 in respect of the premises.

3.6) The defendant further stated that the suit property who was inspected by the defendant along with his staffs and found that the leased premises been un-authorizedly occupied by 3rd parties including the plaintiff herein without any legal authority of the defendant which amounts to breach of terms and conditions of the original lease, hence notice was immediately issued to the unauthorized occupants including the plaintiff herein.

3.7) The defendant office issued notices to the plaintiff along with other unauthorized occupants and lessors on several occasions and a final notice has been issued to the parties to vacate the premises immediately as they are not legally entitled to hold the same, since the lessee had violated the condition 1(8) of the lease in schedule VIII of CLA Rules, 1937 as provided in condition II of schedule VIII lease by letting the unauthorized occupants to hold the premises. Such like the plaintiff herein.

3.8) Therefore the averments penned by the plaintiff from para No.4 to 7 are all created for the purpose of the suit without any iota of truth in the same and once again it is reiterated that the legal capacity of the plaintiff over the suit property as on the date is only a trespasser illegal occupant as on date and he cannot claim any right against the body with the strength of such unlawful occupation in the property.

3.9) Further the claim of the plaintiff as if is paying necessary license fee as well as professional tax and electricity charges to the department are all will not legalize his possession over the property, who is no-where allotted with any specific right by the office to hold the property as on date or any point of time, hence the plaintiff need to be vacated from the premises holding in as a unlawful trespasser.

3.10) The defendant also deny the claim of the plaintiff that the superstructure in the premises was constructed by his father Mr.Chokalingam

and the defendant office had issued no objection letter for obtaining electricity service connection are all created for the purpose of the suit and the plaintiff is strictly called upon to prove the said contentions by pen and paper. The defendant otherwise following the due procedure in dealing with the unauthorized occupants within its jurisdiction and the plaintiff who is one such wrong doer is making a false and bogus hue and cry before this court only in order to gain sympathy and escape from the legal measures taken by the government body.

3.11) The defendant further stated that by way of filing the above suit the plaintiff is trying to escape from the liability of vacating the premises which he hold unauthorizedly as on date, hence the very motive of the plaintiff need to be curtailed by way of dismissing the above suit without any consideration. There is absolutely no cause of action in the above suit and the documents placed along with the plaint are all manipulated and created for the purpose of the suit, which holds no legal weight age. hence the same need not be considered for any purpose and the above suit is liable to be dismissed as on date. The defendant denies all the other allegations and averments in contained the plaint and states that the suit is liable to be dismissed by granting exemplary cost in favour of the defendant. 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 plaintiff is entitled to the relief of declaration to declare that the orders in reference.no.STM/Admin/Lease/1286 dt:23.9.14 issued by the 1st defendant to the plaintiff as null and void?

2) Whether the plaintiff is entitled to the relief of permanent injunction as prayed for?

3) To what other relief the plaintiff is entitled to?

5) On the side of the plaintiff, the plaintiff Tr.Sathappan, was examined as PW1 and through him Exhibits A1 to A14 were marked. On the side of defendants no witness examined and not marked any documents.

6) Heard Both sides arguments. Records Perused.

7) Issue nos.1 and 2:-

1) Whether the plaintiff is entitled to the relief of declaration to declare that the orders in reference.no.STM/Admin/Lease/1286 dt:23.9.14 issued by the 1st defendant to the plaintiff as null and void?

2) Whether the plaintiff is entitled to the relief of permanent injunction as prayed for?

7.1) The case of the plaintiff is that the suit property is belonged to the cantonment board and the same was leased to Burma shell who was the original lessee and the father of the plaintiff namely Chokkalingam acquired the shop on getting lessee hold right from the burma shell and running sand and blue matel business from 1971 and obtained traded license and paid professional tax and the father of the plaintiff transferred lease hold right to the plaintiff and running shop and obtained electricity connection in the name of wife of the plaintiff. On 17.06.2014 the 1st defendant had sent a willingness letter for renew of lease and the plaintiff also sent willingness for renewal of lease on 25.06.2014 but the defendant ordered the plaintiff to vacate from the suit property vide letter dated 23.09.2014. The plaintiff is the lawful occupier of lease hold premises and again on 30.09.2014 the plaintiff also sent reply but no reply from the defendant. The plaintiff's father constructed RCC roof

building in the suit property and obtained electricity connection but the defendant try to dispossess the plaintiff from the suit property. Therefore the plaintiff filed suit for declaration to declared the order in reference No.STM/Admin/Lease/1286, dated 23.09.2014 issued by the 1st defendant herein to the plaintiff, as null and void and permanent injunction restraining the 1st defendant, his men, agents, servants, staff, subordinates and others acting on behalf of the defendant from dispossessing or evicting the plaintiff herein from the suit property, pursuant to the above orders in reference No.STM/Admin/Lease/1286 dated 23.09.2014 in any manner.

7.2) In this case, the plaintiff Tr.Sathappan was examined himself as PW1 and deposed to the plaint averments and exhibits Ex.A1 to Ex.A14 were marked on the side of the plaintiff. Ex.A1 which is the original trade license fee receipt issued by the defendant to the plaintiff's father dated 29.03.1996, Ex.A2 which is the original trade license fee receipt issued by the defendant to the plaintiff herein Nos.8 (1998-2013), Ex.A3 which is the professional tax receipt issued by the defendant to the plaintiff Nos.4, Ex.A4 which is the original E.B. White meter cards, Ex.A5 which is the original E.B. Bill receipts, Ex.A6 which is the office letter from the defendant to the plaintiff dated 17.06.2014, Ex.A7 which is the photo copy of reply letter from the plaintiff to the defendant dated 25.06.2014, Ex.A8 which is the original orders from the defendant to the plaintiff dated 23.09.2014, Ex.A9 which is the original letter from the plaintiff to the defendant herein dated 30.09.2014, Ex.A10 which is the original professional tax bill from the Cantonment Board, St.Thomas Mount dated 10.02.2016, Ex.A11 which is the office copy of letter from the plaintiff dated 17.03.2016, Ex.A12 which is the original cash receipt issued by the Cantonment dated 24.03.2018, Ex.A13 which is the original E.B. bill receipts and Ex.A14 which is the original E.B. White Meter Card.

7.3) In this case, it is the admitted fact of both sides that the suit property is belonged to the cantonment board which was admitted by the plaintiff in his cross examination that தாவா சொத்தானது 1ம் பிரதிவாதி நிறுவனத்திற்கு சொந்தமானது என்றால் ஆம் and the same was leased to original lessee M/s.Burma Shell and company which was admitted by the plaintiff in his cross examination that மேற்படி பர்மா செல்ப் நிறுவனத்திற்கு எந்த வருடம் வரை 1ம் பிரதிவாதியால் குத்தகைக்கு விடப்பட்டுள்ளது என்றால் சுமார் 1986 வரை விடப்பட்டது. The plaintiff claimed that the M/s.Burma Shell and company had transferred the lease hold right to the plaintiff's father for the suit property but to the above assertion the plaintiff has not filed any documentary evidence to establish the same. Moreover, Ex.A1, A2, A3, A12, are the trade license stands in the name of Sathappan which shows that the 1st defendant had received trade license fees from the plaintiff. But the plaintiff has not proved that the said trade license was issued to establish shop in the suit property and the said trade license also does not contain the particulars about the property for which trade license was issued.

7.4) The plaintiff also claimed that he had paid professional tax to the 1st defendant and the same was also evident from Ex.A3, Ex.A10 and Ex.A11. Further the plaintiff also claimed that he had obtained electricity service connection for the suit property after obtaining no objection certificate from the 1st defendant but on perusal of Ex.A4, A5, A13 and A14 which are the electricity card and electricity charges receipts stands in the name of Shanthi but the plaintiff has not produced the no objection certificate obtained from the 1st defendant to establish that the said electricity connection was issued for the suit property. Therefore the plaintiff has not proved Ex.A1, A2, A3, A12, Ex.A4, A5, A13 and A14 are issued for the suit property.

7.5) However, in this case it is the admitted fact of both sides that the plaintiff is having possession of suit property whereas the defendant denied the above possession as unauthorized occupation of the plaintiff. The plaintiff claimed that he had acquired lease hold right from the original lessee M/s. Burma Shell Company, but the plaintiff has not produced the documentary evidence with regard to transfer of lease hold right. The plaintiff also admitted cross in the cross examination that “ தாவா சொத்தினை எனது தந்தை சொக்கலிங்கம் என்பவர் பர்மா செல்ப் என்ற நிறுவனத்திடமிருந்து குத்தகைக்கு நிலத்தை எடுத்து கடை நடத்தி வந்தார் என்றால் ஆம். அதற்கான ஆவணம் உள்ளதா என்றால் இல்லை. எனது தந்தை கன்டோன்மென்ட் நிறுவனத்திடமிருந்து குத்தகை பெயர் மாற்றம் செய்து பின்பு எழுத்து பூர்வமான அனுமதி பெற்று உள்ளாரா என்றால் இல்லை. எனது தந்தையாலோ அல்லது பர்மா செல்ப் நிறுவனத்தாலோ வழக்கு சொத்தான நிலத்திற்கான குத்தகையை 1ம் பிரதிவாதியிடம் புதுப்பிக்கப்பட்டுள்ளதா என்றால் மனு செய்தார்கள் ஆனால் புதுப்பிக்கப்படவில்லை. The above admission of PW1 clearly shows that the plaintiff and his father were having possession of the suit property without having any lawful lease hold right from the 1st defendant. Therefore, the possession of the plaintiff in the suit property without having any lawful contract such possession cannot be termed as lawful possession.

7.6) Unless production of documentary evidence with regard to transfer of lease hold right the plaintiff cannot claim lawful possession over the suit property. The plaintiff also admitted cross in the cross examination that “நான் தாவா சொத்தினை ஆக்கிரமித்து அனுமதி இல்லாமல் கடை நடத்தி வருவதால் அனுமதி தர மறுத்துவிட்டார்கள் என்றால் ஆம். ” and the above admission also clearly proved that the plaintiff is having unlawful possession

over the suit property.

7.7) In this case the 1st defendant also issued notice to the plaintiff vide Ex.A6 for willingness of renewal of lease and the same was also received by the plaintiff and expressed his willingness to renew the lease vide Ex.A7 and thereafter, the 1st defendant issued eviction notice to the plaintiff vide Ex.A8 under section 5(1) of Public Premises (Eviction of unauthorized occupants) Act dated 23.09.2014 and the same was also received by the plaintiff and sent reply notice vide Ex.A9. As the plaintiff is having unlawful possession over the suit property 1st defendant after compliance of the principle of natural justice had issued a notice of eviction to the plaintiff vide Ex.A8.

7.8) The next point determined is whether the relief claimed by the plaintiff can be granted or not. The plaintiff sought the relief of declaration to declare order in reference No.STM/Admin/Lease/1286, dated 23.09.2014 issued by the 1st defendant herein to the plaintiff, as null and void and permanent injunction restraining the 1st defendant, his men, agents, servants, staff, subordinates and others acting on behalf of the defendant from dispossessing or evicting the plaintiff herein from the suit property, pursuant to the above orders in reference No.STM/Admin/Lease/1286 dated 23.09.2014 in any manner.

7.9) With regard to above relief prayed the 1st defendant had issued eviction notice under section 5(1) of Public Premises (Eviction of unauthorized occupants) Act 1971. At this juncture is warranted to rely the above provision. 5. Eviction of unauthorized occupants.—2[(1) If, after considering the cause, if any, shown by any person in pursuance of a notice under section 4 and any evidence produced by him in support of the same and after personal hearing, if any, given under sub-clause (ii) of clause (b) of sub-section (2) of section 4, the estate officer is satisfied that the public premises are in unauthorized

occupation, the estate officer shall make an order of eviction, for reasons to be recorded therein, directing that the public premises shall be vacated, on such date as may be specified in the order but not later than fifteen days from the date of the order, by all persons who may be in occupation thereof or any part thereof, and cause a copy of the order to be affixed on the outer door or some other conspicuous part of the public premises:

Provided that every order under this sub-section shall be made by the estate officer as expeditiously as possible and all endeavour shall be made by him to issue the order within fifteen days of the date specified in the notice under sub-section (1) or sub-section (1A), as the case may be, of section 4.]

(2) If any person refuses or fails to comply with the order of eviction 3[on or before the date specified in the said order or within fifteen days of the date of its publication under sub-section (1), whichever is later,] the estate officer or any other officer duly authorised by the estate officer in this behalf 4[may after the date so specified or after the expiry of the period aforesaid, whichever is later, evict that person] from and take possession of, the public premises and may, for that purpose, use such force as may be necessary.

(5) [Provided that if the estate officer is satisfied, for reasons to be recorded in writing, that there exists any compelling reason which prevents the person from vacating the premises within fifteen days, the estate officer may grant another fifteen days from the date of expiry of the order under sub-section (1) to the person to vacate the premises.]

2(g) “unauthorized occupation”, in relation to any public premises, means the occupation by any person of the public premises without authority for such occupation, and includes the continuance in occupation by any person

of the public premises after the authority (whether by way of grant or any other mode of transfer) under which he was allowed to occupy the premises has expired or has been determined for any reason whatsoever.

7.10) The above provision 2(g) clearly states that occupation by any person of the public premises without authority for such occupation, and continuance in occupation by any person of the public premises after the authority (whether by way of grant or any other mode of transfer) under which he was allowed to occupy the premises has expired or has been determined for any reason whatsoever. As per the above provision in this case the plaintiff has not produced any documentary evidence to prove that he is having lawful possession over the suit property and to that effect the plaintiff is not having any lawful right to have possession over the suit property and the plaintiff can termed as unauthorized occupant in the suit property. As the plaintiff is the unauthorized occupant in the suit property the eviction notice issued by the 1st defendant as per section 5 (1) Public Premises (Eviction of unauthorized occupants) Act 1971 is valid under the above act.

8) Further at this juncture it warranted to mention the following provisions of Public Premises (Eviction of unauthorized occupants) Act 1971

(9). Appeals.—(1) An appeal shall lie from every order of the estate officer made in respect of any public premises under 3[section 5 or section 5B] 4[or section 5C] or section 7 to an appellate officer who shall be the district judge of the district in which the public premises are situate or such other judicial officer in that district of not less than ten years standing as the district judge may designate in this behalf.

15. Bar of jurisdiction.—No court shall have jurisdiction to entertain any suit or proceeding in respect of— (a) the eviction of any person who is in unauthorized occupation of any public premises.

9) As per section 9 of Public Premises (Eviction of unauthorized occupants) Act 1971 any order passed by estate officer under section 5 of Public Premises (Eviction of unauthorized occupants) Act 1971 the aggrieved person has the right to appeal before the Hon'ble District Court. But in the case the plaintiff who has claimed as aggrieved person has not preferred any appeal as per section 9 of Public Premises (Eviction of unauthorized occupants) Act 1971 which was also admitted by the plaintiff in his cross examination that வா.சா.ஆ.8 அறிவிப்பினை அனுமதி நிராகரிக்கப்பட்ட பிறகு 1ம் பிரதிவாதியால் வாதிக்கு அனுப்பப்பட்டுள்ளது என்றால் ஆம். 1ம் பிரதிவாதி வாசா.ஆ.8 மூலம் அனுமதியை நிராகரிக்கப்பட்ட பிறகு செங்கல்பட்டு மாவட்ட நீதிமன்றத்தில் மேல் முறையீடு ஏதேனும் தாக்கல் செய்துள்ளனா என்றால் இல்லை. The above admission of plaintiff clearly shows that the plaintiff has not filed any appeal under section 9 of Public Premises (Eviction of unauthorized occupants) Act 1971 before the Hon'ble District Court. Further the section 15 of Public Premises (Eviction of unauthorized occupants) Act 1971 clearly states that no court has the jurisdiction to entertain the suit for eviction of any person who is in unauthorized occupation of any public premises. In the above suit the plaintiff challenged the eviction order passed under section 5 of Public Premises (Eviction of unauthorized occupants) Act 1971 by way of the suit as section 15 of Public Premises (Eviction of unauthorized occupants) Act 1971 clearly ousted the jurisdiction of civil court for suit against the order passed under section 5 of Public Premises (Eviction of unauthorized occupants) Act 1971. Therefore, as per section 15 of Public Premises (Eviction of unauthorized

occupants) Act 1971 this court has no jurisdiction to entertain this suit and for the above consequence the plaintiff is also not entitled for the relief prayed in the suit.

10) Therefore, from the above discussion this court comes to conclusion that this court is not inclined to declare order in reference No.STM/Admin/Lease/1286, dated 23.09.2014 issued by the 1st defendant herein to the plaintiff, as null and void and not inclined to grant permanent injunction restraining the 1st defendant, his men, agents, servants, staff, subordinates and others acting on behalf of the defendant from dispossessing or evicting the plaintiff herein from the suit property, pursuant to the above orders in reference No.STM/Admin/Lease/1286 dated 23.09.2014 in any manner. Hence issue no.1 and 2 are decided the against the plaintiff.

11) Issue No.3:- To what other relief to the entitled?

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

12) Result:

(i) In result, this suit is dismissed as devoid of merits.

(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 19th day of June 2026.

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

I) PLAINTIFFS SIDE WITNESSES:

S.No	Witness No.	Name
1	PW1	Tr. Sathappan.

II) PLAINTIFFS SIDE EXHIBITS:

S.No.	Exhibit	Date	Documents	Remarks
1.	Ex.A1	29.03.1996	Trade license fee receipt	original
2.	Ex.A2		Trade license fee receipt Nos.8	original
3.	Ex.A3		Professional tax receipt Nos.4,	original
4.	Ex.A 4		E.B. White meter card	original
5.	Ex.A5		E.B. Bill receipts - 6 nos.	original
6.	Ex.A6	17.06.2014	Letter from the defendant to the plaintiff	original
7.	Ex.A7	25.06.2014	Reply letter sent by the plaintiff to the defendant.	Photo copy
8.	Ex.A8	23.09.2014	Further Orders	original
9.	Ex.A9	30.09.2014	Letter sent by the plaintiff to the defendant.	original
10.	Ex.A10	10.02.2016	Professional tax bull.	original
11.	Ex.A11	17.03.2016	Letter sent by the plaintiff to the defendant.	Office copy
12.	Ex.A12	24.03.2018	Cash receipt	original
13.	Ex.A13		E.B. bill receipts - 5 nos.	Original
14.	Ex.A14		E.B. White Meter Card.	Original

IV) DEFENDANTS SIDE WITNESS : NIL

IV) DEFENDANTS SIDE EXHIBITS :- NIL

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

// True Copy //

District Munsif cum
Judicial Magistrate
Pallavaram.

IN THE COURT OF DISTRICT MUNSIF CUM
JUDICIAL MAGISTRATE, PALLAVARAM

Date:19.06.2026.

O.S.No.922/2023

Judgment Pronounced in open court

I. In result, this suit is dismissed as devoid of merits.

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

PVM.