

TNKK040001272021



Presented on : 01-04-2021
Registered on : 07-04-2021
Decided on : 23-07-2026
Duration : 5 years, 3 months, 22 days

**IN THE COURT OF THE II ADDITIONAL DISTRICT MUNSIF,
NAGERCOIL.**

Present : Selvi. V. Sivaranjani, B.A., L.L.B.,

**II Additional District Munsif, Nagercoil
Thursday, the 23rd day of July, 2026.**

O.S.No.111 of 2021

CNR No.TNKK04-000127-2021

1. J. Sahaya Latha

2. S. Raja

... Plaintiffs

-VS-

1. T. Christopher John

2. C. Selvaraj

3. K. Raja

... Defendants

This suit is coming on 02.07.2026 before me for final hearing, in the presence of Mr. M.S. Moorthy, Advocate for the plaintiffs and Mr. N.M. Sukumaran, Advocate for the 1st defendant and Mr. N. Sivathanumalayan Pillai, Advocate for the 3rd defendant and Mr. B. Harikesavan, Advocate for the 2nd defendant, written statement not filed,

set exparte. Upon hearing Plaintiffs side argument. Judgment reserved on 23.07.2026 with liberty to defendants side to argue the matter before same date, but the learned Counsel for the defendants failed to advance the defendants side argument, perusing the material records and having stood over for consideration till this day, this Court hereby delivers the following:

J U D G M E N T

This suit is filed by the plaintiffs for Permanent injunction restraining the defendants, or their men, or their agents or anybody claiming under them from disturbing or otherwise interfering with the plaintiffs' peaceful possession and enjoyment over the plaint schedule property in any manner and not to evict the plaintiffs forcibly without due process of law and for the cost of the suit

2. The case of the Plaint in nutshell:-

The plaintiffs are the mother and son and tenants of the plaint schedule building, bearing No. 10/2A Cape Road, Nagercoil. The 1st defendant is the owner and landlord of the plaint schedule building. The 2nd defendant is an agent, and authorized representative of 1st defendant. Since the 1st defendant is working in abroad and not in a position to look after his property and day to day affairs, the 1st defendant appointed the 2nd defendant as his authorized person to maintain his property and his other affairs. The 3rd defendant is the previous tenant of the plaint schedule building.

3. The plaint schedule property is a shop building and it was originally lease out to the 3rd defendant by the defendants 1 and 2. The 3rd defendant was running a fruits stall and juice centre within the plaint schedule property under the name and style of R.K. Fruits. The lease is for monthly in nature for non residential purpose. The agreed monthly rent is Rs.22,000/- which is payable on the 15th day of every succeeding Calender month. The 2nd defendant used to collect rent from the 3rd defendant for and on behalf of 1st defendant.

4. The Plaintiffs stated that while so the 3rd defendant Raja has started another fruit stall at Nagercoil and also doing some other business. Since 3rd respondent was in need of money and also unable to maintain the plaint schedule shop business he approached the plaintiffs and 1st plaintiff s husband and offered to lease out the building with stall and furniture for rent. The plaintiffs accepted the same and agreed to enter into the lease agreement with the consent of the defendants 1 and 2.

5. The Plaintiffs also stated that as such the plaintiffs and 3rd defendant with the consent and approval of defendants 1 & 2 have entered into the agreement on 12.03.2018 in respect of the plaint schedule building. The 1st plaintiff and the 3rd defendant has executed an agreement on 12.03.2018 in the presence of Notary Public. The lease is for monthly in nature for non-residential purpose for 5 years period. The 3rd defendant received Rs.20,00,000/- as

advance which is repayable by the 3rd defendant at the time of vacating and surrendering the building. The agreed monthly rent is Rs.22,000/- which is payable on or before 15th day of every succeeding calendar month to the 1st defendant. The 1st defendant received the rent from the date of agreement through his agent 2nd defendant. The 1st and 2nd defendants have accepted and agreed the transfer of lease hold right between the plaintiffs and 3rd defendant.

6. The Plaintiffs invested the huge amount to the business and started fruit stall, sweets, and ice cream and other items within the plaint schedule property from March, 2018 under the name and style of S.R. Fruits. The plaintiffs paid rent to the landlord 1st defendant through 2nd defendant as cash and also in the 2nd defendant's Canara Bank Account through plaintiffs Equitas Bank, Chettikulam Branch Account. The plaintiffs paid the rent regularly without any default and the defendants 1 and 2 accepted the same. There is no rent due to the 1st defendant.

7. The plaintiffs are running the business in a grand manner by investing huge amount and having flourishing business but on jealous, the 3rd defendant approached the plaintiffs and 1st plaintiff's husband in the month of January, 2021 and demanded to vacate and surrender the building. But plaintiff replied their inability to surrender the building immediately because they are having several debtors and creditors. Further the lease period is for 5 years and

the lease will be terminated by efflux of time by March, 2023. The lease period is still existing. The 3rd defendant gave all sorts of nuisance to the plaintiffs and their business. Finally the plaintiff agreed to hand over the possession to 3rd defendant or 1st defendant if they returned the advance amount of Rs.20,00,000/- by granting 6 months time. But neither the 3rd defendant nor the 1st and 2nd defendants ready to repay the amount of Rs.20,00,000/- on the other hand they made an attempt to evict the plaintiffs by force. It is clearly recited in the agreement that if any difficulties or interference or disturbance arose while conducting business of plaintiffs, the 3rd defendant is liable to return the advance amount of Rs.20,00,000/- immediately and after receiving the advance amount plaintiff shall surrender and vacate the premises. In acknowledgement of advance amount of Rs.20,00,000/- 3rd defendant has issued for cheques, for each sum of Rs.5,00,000/- as security in favour of the plaintiff.

8. The 1st defendant was working in abroad and came to India very recently. On the secret connivance of the 3rd defendant with the intention to evade the payment of advance amount Rs.20,00,000/- on 16.03.2021, the defendants 1 to 3 had trespassed into plaintiff schedule property and damages the fruit rack with intention to evict the plaintiff's by force but it was thwarted by timely intervention of the plaintiffs staffs and neighbours. Again on the late night hours of same day, and on the ill advice of defendants some miscreance

with face mask have break opened the lock of shop building and also damage the surveillance camera fixed in and around the shop.

9. The Plaintiffs contention that again on 17.03.2021, an unknown person came in front of plaint schedule property in a two-wheeler bike bearing No.TN-74AL-4150 and threatened the 2nd plaintiff and staffs, to evict them by force and made attempt to pour poison over the fruits and further gave life threat to plaintiffs. Immediately on 18.03.2021 the 2nd plaintiff lodged the online complaint before the Sub Inspector of Police, Suchindrum under CCTNS – portal. Subsequently on 19.03.2021 the 2nd plaintiff lodged complaint before Superintendent of Police Kanyakumari District against defendant and rider of the two wheeler. The Suchindrum Police enquired into the matter and directed the defendant to approach the court for eviction and also directed plaintiffs protect their property through court of law.

10. The plaintiffs insisted that apprehends that the defendant are the powerful persons in that locality and not a law-abiding citizens and they may do any sorts of illegal acts at any point of time. The plaintiffs are having strong prima facie case and balance of convenience is also in their favour. Irreparable loss and injury would be caused to the plaintiff if a decree of injunction is not granted by this court. Hence the suit is necessitated.

11. **The case of the written statement of 3rd defendant's averments**

in brief:-

All the averments stated in the plaint are denied as false except those which are specifically admitted hereunder or otherwise dealt hereunder.

12. The 3rd defendant stated that the plaintiffs are not the tenants of the building bearing No. 10/2A, Cape Road. The schedule of the property stated in the plaint is not correct and misleading. The 1st plaintiff is not known to this defendant. This defendant obtained lease from the other defendants with respect to the ground floor of the 10/2A Shiloh Complex, Ashramam since 2013 and running a fruit stall in the name of Style 'Raja Mart' and this defendant got TN Number from Govt. of TN and regularly paying tax to the Suchindram Panchayat for running a shop and also regularly paying and rent to the owner of the building.

13. The 3rd defendant never entered any agreement with the plaintiffs and never approached the plaintiffs for any money. This defendant has no right or locus standi to the sub lease the shop. The plaintiffs are trespasser and in connivance with the other defendant, this defendant was thrown out of the shop in order to obtain huge rent from the plaintiffs. This defendant was evicted from the shop by the plaintiffs. The plaintiffs were greedy in usurp the money from this defendant by unlawful way.

14. The 3rd defendant already invest huge sum in the shop by interior decoration and partition wall and gained very good customers and retail fruit seller. The plaintiffs cunningly entered into the shop by using the absence of this defendant took the possession of the shop in the help of the other defendants. This creates great loss to this defendant.

15. The 3rd defendant never received any money as advance from the plaintiffs and execute any lease deed infavour of the plaintiffs. This defendant met with an accident in the month of October 2017 and taking treatment as impatient at Sriram Ortho Hospital, Kottar and further more he was an bed rest for several months. During that time the 2nd plaintiff was engaged by this defendant to look after the business. By using that time, the 2nd plaintiff took the possession and control of the shop and enjoyment of the shop by using manpower and the other defendants. The blank signed cheques and stamp papers which were kept in the drawer at shop for the purpose of business transaction in his absence were taken by the plaintiffs or filing this suit. The blank cheque taken by the plaintiffs were misused by the plaintiffs by creating false documents for getting unlawful gain. Moreover the plaintiffs threatened the defendant with dare consequences if he demand shop, so this defendant approached the Suchindram police officials for help. But unfortunately the complaint was not taken by the police since it is a civil dispute. This defendant

has no other way. This defendant is not liable to refund the sum of Rs.20,00,000/- (Rupees twenty lakhs only) since he never received any amount. Moreover still today no complaint was forwarded by the other defendants against this defendant for subleasing the shop. This defendant never gave any cheque as security for the advance amount.

16. The 3rd defendant stated that there is no prima-facie case made out and balance of convenience is in favour of the defendant. The documents filed along with the plaint are no way related with the suit. The agreement dated 12.03.2018 is a unregistered document and it is void abinitio. It is a forged document. The plaintiffs have not filed this suit with the clean hands. There is no cause of action as stated by the plaintiffs. The plaintiffs are not entitled to get any relief as prayed for. Hence, this court to accept this written statement and dismiss the suit with costs.

17. On the basis of the averments of the Plaint and Written statement and upon hearing both sides, this court framed the following issues:-

1. Whether the plaintiff is entitled to the relief of Permanent injunction as prayed in the plaint?
2. Whether the plaintiff is entitled to any other relief?

Additional Issues framed on 16.12.2023:

3. Whether the 2nd plaintiff took possession of the suit property forcefully from the 3rd defendant?

Additional Issues framed on 30.06.2025:

1. Whether the Counter claim is barred by limitation under Order VIII Rule 6A CPC?
2. Whether the Counter claimant is entitled to relief of directing Counter claim defendant to quit the Counter claim property and to deliver the same as Counter claimant as prayed for?
3. To what other reliefs plaintiff is entitled?

18. Since the Counter claim filed by the 1st defendant on 07.07.2022 found to have exceeded the pecuniary jurisdiction of this court, the same has been returned on 26.08.2025. Hence, by invoking Order XIV Rule 5 CPC this court deleted the above framed Additional Issues with regard to the Counter claim.

SETTLED ISSUES:-

1. Whether the plaintiff is entitled to the relief of Permanent injunction as prayed in the plaint?
2. Whether the 2nd plaintiff took possession of the suit property forcefully from the 3rd defendant?

3. Whether the plaintiff is entitled to any other relief?

19. On the side of the Plaintiff, 1st Plaintiff was examined as PW1 and through her Ext. A1 and A11 were marked and 2nd Plaintiff was examined as PW2 through him Ext.A12 to A21 were marked. On the side of the defendants, no oral evidence let in and no documents was filed on the side of the defendants.

20. Answer to Issue No.1:

20.1. The case of the plaintiffs is that the plaintiffs, being the mother and son, are tenants in respect of the plaint schedule building bearing Door No.10/2A, Cape Road, Nagercoil. The plaintiffs claimed that the 1st defendant is the owner and the landlord of the plaint schedule building, while the 2nd defendant is the authorised agent of the 1st defendant, appointed to manage the property and look after that since the 1st defendant is in abroad. The 3rd defendant was the original tenant of the plaint schedule building, he was conducting a fruit stall and juice centre under the name and style of “R.K. Fruits”. It is the specific case of the plaintiff that the 3rd defendant had taken the premises on a monthly lease for non-residential purposes on a monthly rent of Rs.22,000/- and that the 2nd defendant used to collect the rent on behalf of the 1st defendant.

20.2. The plaintiffs further pleaded that since the 3rd defendant had commenced another business and was unable to continue the business in the

plaint schedule building, the 3rd defendant approached the plaintiffs and offered to sublease the schedule building with its furniture. The plaintiffs insisted that with the knowledge, consent and approval of defendants 1 and 2, the 1st plaintiff and 3rd defendants entered into an agreement dated 12.03.2018. Under the said agreement, the plaintiff allegedly paid a sum of Rs.20,00,000/- as deposit to the 3rd defendant, repayable at the time of vacating the plaint building, and agreed to pay a monthly rent of Rs.22,000/- directly to the 1st defendant to the second defendant.

20.3. The learned Plaintiff's Counsel staunchly argued that the defendants 1 and 2 accepted the above sublease between the plaintiffs and 3rd defendant by receiving rent from the plaintiffs and thereby acknowledging the plaintiffs as tenants. On the said basis, the plaintiffs claimed to be in lawful possession and enjoyment of the schedule building.

20.4. In order to substantiate the above pleadings, the 1st plaintiff examined herself as PW1 and reiterated the averments made in the plaint. She further adduced documentary evidence Ex.A1 to Ex.A11 and relied upon the same. Ex.A1 is the agreement dated 12.03.2018 entered into between the 1st plaintiff and the 3rd defendant. Ex.A1 reveals that it relates to a building known as "Shalom Traders" situated on Main road, Ashramam village, Suchindram Panchayat and not specifically to the plain schedule building described in the

plaint. The agreement also recites that the 3rd defendant agreed to transfer possession of the building together with the articles there for a period of five years on receipt of deposit of Rs.20,00,000/-. It further recites that it is agreed by the 3rd defendant to give four signed cheque leaves of Rs.5,00,000/- each to be handed over as security for the said advance amount. Further, it recited that towards the above deposit amount of Rs.20,00,000/-, a sum of Rs.5,00,000/- was received by 3rd defendant from the plaintiff in cash on 12.03.2018 and another Rs.5,00,000/- was received on 14.03.2018. and for the remaining Rs.10,00,000/-, the cheque for a sum has been given on 29.03.2018 thereby agreed, upon which, possession together with the keys and articles in the building would be handed over to the 1st plaintiff. It is apparent from Ex.A1 that the said agreement never mentioned anywhere about the monthly rent of Rs.22,000/- as claimed by the plaintiffs and about the Door No.10-2A, Shilox Complex as described in the schedule of the plaint. Thus, it could be perceived from Ex.A1 that the same describes a building known as “Shalom Traders” and not the plaint schedule building.

20.5. Therefore, this court could not come to the conclusion that the plaintiffs are conducting their business at the plaint schedule building and also with regard to rent fixed for the same building as claimed by the plaintiffs. Ex.A2 is the rental agreement dated 01.10.2016 entered into between the 3rd

defendant and the 2nd defendant on behalf of the 1st defendant, which disclose that the 3rd defendant had taken the ground floor portion of “Shalom traders” on rent for 11 months at a monthly rate of rupees Rs.22,000/- and had taken the 1st floor portion on lease for 11 months at a monthly rate of Rs.11,000/- Ex.A3 is another rental agreement executed between the same parties for a subsequent period, fixing the monthly rent Rs.24,000/- with an advance of Rs.1,00,000/-. Ex.A3 also relates to only “Shalom Traders” and not to the building described in the plaint.

20.6. Ex.A4 is the FSSAI license issued in favour of “S.R.Fruits” for carrying a fruit stall, wherein it stated only Shilox Complex, Ashramam, Suchindram only thereby not conclusively establish that the said plaintiff’s business is being conducted in the plaint schedule building bearing Door No.10-2A.

20.7. The plaintiff contended that they had regularly paid a monthly rent of Rs.22,000/- to the 1st defendant through the 2nd defendant. As such, even assuming that the rent was fixed as Rs.22,000/- for the plaintiff also, Ex.A5 is the Bank statement of the 2nd plaintiff for the period commencing from November 2019, it shows transaction of Rs.22,000/- for November and December and a transfer of Rs.14,000/- in January alone. Moreover, the same statement does not disclose the identity of the beneficiary or establish that the

amount was credited to the account of either 1st or 2nd defendants. Hence this court is of the view that Ex.A1 does not corroborate the claim that the rent was accepted by defendants 1 and 2.

20.8. In order to prove the rent being paid by the plaintiffs and the same has been accepted by the 1st defendant and acknowledged by the 2nd defendant, the plaintiffs strongly relied upon Ex.A6, a receipt allegedly issued by the 2nd defendant acknowledging receipt of rent from March 2018 to October 2019 at the rate of Rs.22,000/- per month. However the recital in Ex.A6 states that the rent was received on the instructions of one “T. Sharley John”, who was stated to be abroad. However, throughout the plaint, the plaintiff consistently pleaded that the 1st defendant, namely Christopher John, was the owner who was residing abroad and that the 2nd defendant acted as authorised agent. The substitution of an altogether different person’s name in Ex.A6 creates a serious inconsistency and creates a considerable doubt upon the genuineness and reliability of the said document. Consequently, Ex.A6 cannot be accepted as satisfactory proof that the 1st defendant had recognised the plaintiffs as tenants or had accepted rent from them. Ex. A9 is the purchase bill relating to the fruit stall, but it does not mention the door number of the plaint schedule building. Ex.A8 consists of photographs of the shop, which also does not disclose the identity or Door Number of the plaint schedule building. Ex.A11 is an Electricity bills standing

in the name of Hercy John, but it does not similarly establish that it relates to the plaint schedule premises.

20.9. In addition to the above evidence, the 2nd plaintiff was examined as PW2 and has also adduced documentary evidence such as Ex.A12 to Ex.A17 consists of bank statements maintained in his name, in the name of his wife and in the name of “SR fruits”. None of these bank statements revealed regular monthly transfers of Rs.22,000/- in favour of the 1st defendant or the 2nd defendant. Likewise, Ex.A18 to Ex.A21, namely the professional tax receipts and trade license receipts, merely referred to “Ashramam Main Road” without mentioning Door No.10/2A Shilox Complex. Ex.A20 mentions an altogether different Door number 10/8, ST-I-(ஆஸ்ராமம் மெயின்). Hence, the above documents produced through PW2 failed to establish that the business carried on by the plaintiff was in the plaint schedule building and the rent as claimed by the plaintiffs is Rs.22,000/- and it was paid to the 1st defendant and it was accepted.

20.10. On an overall appreciation of the oral and documentary evidence, this court finds that the plaintiffs have failed to establish that the plaint schedule building referred in Ex.A1 is identical to the plaint schedule property described in the plaint. The documents relied upon by the plaintiffs contain material discrepancies regarding the identity of the building, its name, its door number and even the identity of the owner. The alleged acknowledgement of tenancy by

way of receiving the rent amount under Ex.A6 is also rendered doubtful by the reference to a person entirely different from the 1st defendant. Moreover, the bank statements do not establish payment of rent to the defendant nor does Ex.A1 even stipulate payment of monthly rent of Rs.22,000/- to the 1st defendant as alleged by the plaintiff. The remaining licenses, tax receipts, photographs and electricity bills also failed to correlate the plaintiffs business with the plaint schedule building.

20.11. In the view of above findings, this court considers that it is a settled principle of law that the plaintiff must succeed on the strength of his own case and cannot derive any advantage from the weakness or absence of the defence. In the instant case, even though the defendant filed a written statement and did not contest the proceedings or even cross-examine PW1 and PW2, the burden rested upon the plaintiffs to establish their lawful possession and tenancy by cogent and reliable evidence. In the present case, the plaintiffs have failed to discharge that burden. On the contrary, the inconsistencies and discrepancies found in their own documentary evidence create serious doubt regarding the truthfulness of their claim. Accordingly this court is unable to hold that the plaintiffs are in lawful possession of the plaint building as a tenant under the 1st defendant.

Accordingly, Issue No. 1 is answered against the plaintiff.

21. **Answer to Issue No.2:**

Since the plaintiffs utter failed to prove possession over the plaint schedule building as a tenant, the question as to whether the 2nd plaintiff took possession of the suit property forcefully from the 3rd defendant does not even arise. Hence, this court is not inclined the answer the said issue. Accordingly, issue No.2 is answered as such.

22. **Answer to Issue No.3:**

Since it is already decided that the plaintiff is not entitled to the reliefs sought for, this court after considering the facts and circumstances of the case, holds that both the parties are not entitled to any other reliefs.

In the result, the suit is dismissed. No cost.

The Judgment is directly dictated to steno-typist typed in computer, and after making necessary corrections, and pronounced by me in the open court, this the 23rd day of July 2026.

II Additional District Munsif,
Nagercoil.

Plaintiffs side witnesses :-

PW1. Tmt. Sahaya Latha (1st Plaintiff)

PW2. Thiru.S. Raja (2nd Plaintiff)

Plaintiffs side Documents :-

Ex.A1	12.03.2018	Agreement between 1 st Plaintiff and 3 rd defendant
Ex.A2	01.10.2016	Rental Agreement between 3 rd defendant and defendants 1 and 2
Ex.A3	01.10.2017	Rental Agreement between 3 rd defendant and defendants 1 and 2
Ex.A4	..	Licence Under FSS Act, 2006 in favour of 2 nd defendant
Ex.A5	01.11.2019 to 19.02.2020	Bank Statement of 2 nd Plaintiff
Ex.A6	01.11.2019	Receipt of rent
Ex.A7	18.03.2021	Complaint given by the 2 nd Plaintiff before Assistant Inspector, Sucindrum Police Station and receipt.
Ex.A8	19.03.2021	Complaint given by the 2 nd Plaintiff before Superintendent of Police, Nagercoil against the defendants
Ex.A9	...	Purchase Bills (10 Nos.)s
Ex.A10	...	Photos with CD of Plaintiff schedule building
Ex.A11	...	Electricity Bills of Plaintiff schedule building (3 Nos.)
Ex.A12	...	Statement of Account for the period from 01.08.2025 to 13.02.2026
Ex.A13	...	Statement of Account for the period from 01.01.2025 to 05.02.2026
Ex.A14	...	Statement of Account for the period from 01.01.2025 to 05.02.2026
Ex.A15	...	Statement of Account for the period from 01.11.2025 to 30.11.2025
Ex.A16	...	Statement of Account for the period from 01.03.2025 to 31.03.2025
Ex.A17	...	Statement of Account for the period from 01.11.2022 to 30.11.2024
Ex.A18	07.02.2022	Professional Tax receipt (Original)
Ex.A19	07.02.2022	Trade Licence fees
Ex.A20	27.01.2023	Professional Tax receipt (Original)
Ex.A21	27.01.2023	Trade Licence fees

Defendants side witnesses:-

- Nil -

Defendants side document:-

- Nil -

II Additional District Munsif,
Nagercoil.

II ADM
Draft/Fair Judgment
in O.S.No.111/2021
Dt.23.07.2026