

**IN THE COURT OF PRINCIPAL DISTRICT MUNSIF
PADMANABHAPURAM**

**Present: Thiru.R.Karthikeyan, B.A. B.L.,(Hons.)
Principal District Munsif.**

Tuesday, the 17th day of March 2026

O.S.No. 29/2021

CNR.No.TNKK08-000054-2021

1. St.Antony Church, Karungal,
Represented by
Parish Council President,
Rev.Fr.R.Maria Arputham.
2. Parish Council Vice President,
S.John Rajendran.
3. Parish Council Secretary.
A.Betromal.
4. Parish Council Joint Secretary,
V.Vergin Jenno.
5. Parish Council Treasurer,
S.Paul Dhas.

... Plaintiffs

/ Vs. /

R. William

... Defendant

This suit is coming before me for final hearing in the presence of Mr.M.Celestine, learned counsel for the plaintiffs and Mr.G.Eric Marshan, learned counsel for the defendant. Upon hearing the counsel of both sides and on perusal of the records stood over for consideration till this day, this court delivered the following :

JUDGMENT

This suit has been filed by the plaintiff for getting a decree for the recovery of sum of Rs.63,000/-(Sixty three thousand only) with interest at 12% per annum from the date of suit till date of decree and thereafter at 6% per annum till realization along with cost from the defendant and his assets.

2. THE AVERMENTS IN THE PLAINT IN BRIEF:-

i) The building bearing door No.17/55A, Karungal Town panchayat belongs to the plaintiffs Church. It is a double storied building. The ground floor of the buildings is having a dimension of 260 square feet. The defendant have been the lessee of this portion of the building. The lease have been for a specific period of three years. The lease was being successively renewed for a term of three years. The last such renewal was on 03.09.2016. This renewal expired by the midnight of 02.09.2019. As such, his possession thereafter, is to be deemed in law, as possession of a trespasser liable to pay mesne profit. A building of this nature in the vicinity having a dimension of 260 square feet even at a modest estimate would easily fetch a monthly rental of Rs.9,000/- (Rupees Nine thousand) . From the date of expiry of the tenancy, till possession is surrendered the defendant is liable to pay that amount as mesne profit. However, being benevolent, the parish council has scaled down the amount to Rs.7,000/- per month.

ii) The defendant at the above rate is bound to pay mesne profits. The defendant as plaintiff have filed a suit in O.S.No.25 of 2020 before the District Munsif's court, Padmanabhapuram against the plaintiff church represented by Parish Council seeking decree of injunction from forceful eviction. The parish council have filed a counter claim, in addition the parish council has prayed for a decree for future mense profit from the date of counter claim till surrender possession of the building. Whereas, the present suit is filed for realization of past mesne profit from the date of expiry of the tenancy on 03.09.2019 till the date of counter claim i.e., on 30.06.2020. A lawyer's notice was issued to the defendant on 04.02.2021 demanding this amount. The defendant received the notice on 06.02.2021, yet has not made the payment, nor sent any reply notice till date. Hence, this suit.

3. BRIEF OF WRITTEN STATEMENT FILED BY THE DEFENDANT IS AS FOLLOWS :-

i) The plaintiffs are not having valid title with respect of the plaint schedule property. The building having a dimension of 260 square feet. The real facts behind this suit is that the defendant conducted stationery shop continuously for the past 25 years over the suit property in the name of "Matha Traders". The plaintiffs church renewed the lease agreement of the

plaint schedule property periodically at last for 3 years. The last such of the renewal was on 03.09.2016 and the 3 years agreement expired on 03.09.2019. The defendant also worked as a vice president of the Parish Church in some years back. During the period the defendant has been maintaining the plaint schedule property by repairing the walls, roof and wooden closers and white washing by spending huge amount more than Rs.1,50,000/-(Rupees one lakhs and fifty thousand only).

ii) The defendant have pending loan collections from his customers more than Rs.5,00,000/- (Rupees Five Lakhs only) stock about Rs.10,00,000/- (Rupees Ten Lakhs only) is available within the plaint schedule property. The above said unacceptable demand is against the condition No.2 of the lease agreement dated 03.09.2016. The defendant paid monthly rent from October 2019 to January 2020. But, the plaintiffs did not give any receipt for that payments. The plaintiffs have no right to claim the mesne profits from the defendant. On 16.03.2020 the plaintiffs made an attempt to vacate the defendant from the plaint schedule property. So this defendant filed original suit No.25 of 2020 before this court for prevent the plaintiffs high handed Acts and protect the legitimate rights of the defendant over the plaint schedule property. The defendant is not a trespasser. The plaint schedule shop more than 25 years. The defendant's

license for selling fire crackers is in the door number of the plaint schedule building and the TIN number of sale tax is also in the door number of the plaint schedule building.

iii) The plaint schedule building dimension is 260 square feet, even at a modest estimate would easily fetch a monthly rental of Rs.9,000/- (Rs.Nine thousand). The parish council have wrongly scaled down the amount of Rs.7,000/- per month. Which is exorbitant amount of monthly rent of Rs.9,000/- fixed by the plaintiffs. The real fact is that the plaintiffs Parish Church constructed Pucca 7 shops building each about 250 square feet attached with toilet near the Karungal Bus stand. The plaintiffs parish received only Rs.4,000/- (Rupees Four thousand only) as monthly rent and they received one lakh rupees for advance for the above said 7 shops. Already this plaintiffs filed counter claim of mesne profits in the aforesaid original suit O.S.No.25/2020. The defendant received the lawyers notice dated 04.02.2021 issued by the plaintiffs . Therefore this defendant not sent any reply notice. Hence, this suit is liable to be dismissed.

4 . SETTLED ISSUES :-

On the basis of pleadings on both sides, the following issues were framed.

1. Whether the plaintiffs are entitled for recovery of Money as prayed?
2. To what other reliefs the parties are entitled to?

5. EVIDENCES :-

To prove the case, on the side of plaintiffs, Mr.Rajendran was examined himself as PW.1 and Ex.A1 to Ex.A5 were marked. On the side of defendant, defendant examined himself as DW.1 and Independent witness Mr.Wilfred John Muthu Prakash was examined as DW.2 and Ex.B1 to Ex.B8 were marked.

6. WITH REGARD TO AN ISSUE NO. 1 and 2 :-

Both side Argument Heard. Oral and Documentary evidences perused carefully.

i) The Pw1 reiterated all the contentions set out in the plaint and sought a relief of Recovery of money and other reliefs.

ii) Plaintiffs claims for the relief of recovery for sum of Rs. 63,000/- within interest 12 % per annum from the date of suit till the decree and there after 6% per annum till realization along with cost of the suit. The contention of the plaintiffs is that building bearing door No.17/55A of Karungal village belongs to plaintiffs church it is a double storied building. The defendant have been the lessee of a portion having a dimension of 260 square feet. The lease period is fixed for 3 years. The last renewal of the

lease deed was made on 03.09.2016. And the renewal expired on 02.09.2019 and there after it was not renewed. Defendant even after the termination of lease without surrendering possession of the building continues to be in occupation of the same. Since the defendant was a trespasser as even after the expiry of lease defendant failed to vacate the possession is also liable to pay mesne profit . Since the building situated is a tri-junction with an enormous business potential. The monthly rent was fixed as Rs.9,000/- however the parish counsel has has scaled down the amount to Rs.7,000/- per month. Defendant filed a suit O.S.No.25 of 2020 before this Court Padmanabhapuram as plaintiff against this suit plaintiffs Church seeking for decree for injunction from forceful eviction. In the suit Parish Counsel have filed counter claim seeking a decree to surrender of the building and in addition future mesne profit from the date of counter claim till surrender possession of the building and also claim. Where as this suit is filed for realization of past mesne profit from the date of expiry of the tenancy agreement with effect on 03.09.2019 till date of counter claim 30.06.2020.

iii) When the plaintiffs claim for the relief of recovery for sum of Rs.63,000/- on the ground that plaintiffs' Church was the landlord and defendant was tenant over the schedule property the initial burden of proof

lies upon plaintiff. Here in this case representative of Parish Counsel of st Antony Church Karungal one Mr.Rajendran was examined as PW.1 and Ex.A1 to Ex.A5 were marked. On perusal of Ex.A1 it is clear that the lease deed executed between plaintiffs Church and defendant was executed on 03.09.2016 with an certain condition imposed. On perusal of conditions imposed in Ex.A1 it is clear that the lease period is for the extent of 3 years and same can be renewed by the lessee. Ex.A2 is the legal notice issued to the defendant seeking for the recovery of the mesne profit. Ex.A3 Acknowledgment card, Ex.A4 is an online encumbrance certificate, Ex. A5 is an original building receipt, which is clearly supports the plaintiffs contention that the plaint schedule property belongs to plaintiffs Church and defendant was a tenant and was is possession even after the expiry of lease agreement. Hence the based on the Ex.A1 to Ex.A5 it is clear that plaintiffs have discharged the initial burden lies upon them. And the burden of proof now shifts over the defendant. Defendant submits that the suit is not maintainable in law and submits that plaintiffs are not having valid title in respect of plaint schedule property and defendant was conducting the stationary shop for the past 25 years over the suit property in the name of Madha traders.

iv) Defendant submits that defendant was conducting shop without giving any trouble to the plaintiffs and his paying the rents regularly. Plaintiffs Church renewed the lease agreement of the plaint schedule property periodically last for 3 years. The last renewal was made on 03.09.2016 and 3 years agreement expired on 03.09.2019. Defendant was maintaining plaint schedule property by repairing the walls, roofs and wooden closers and white washing by spending a huge amount of Rs.1,50,000/-. The plaintiffs Church demanded exorbitant amount advance and monthly rent without any basis from the defendant and only upon the wreak vengeance and Church Politics. Plaintiffs have no right to claim mesne profits from the defendant and plaintiffs have no right to vacate the defendant plaint schedule property by force and since the 16.03.2020.

v) When the plaintiffs admitted to vacate the defendant from the plaint schedule property by using muscle power and force. O.S.No.25/2020 was filed before this court in order to protect the legitimate right of the defendant. Defendant also denies contention that the plaint schedule property situated is a tri junction with enormous business potential and the monthly rent which is Rs.9,000/- fixed by the plaintiff was baseless and imaginary one. On the parish council have wrongly scaled down the amount of Rs.7,000/- per month which is exorbitant amount of monthly

rent. The parish council is only Rs.4,000/- monthly rent and they have received Rs.1,00,000/- (One lakhs) for advance from the above said 7 shops. Since the plaintiffs have already filed counter claim of mesne profit in O.S.No.25/2020 the suitable is liable to be dismissed and prays to dismiss this suit. On the side of defendant examined himself as DW.1 and Ex.B2 to Ex.B8 were through Dw.1 and Ex.B1 marked was through PW.1. DW.2 the oral witness supported the contention of defendant. On perusal of Ex.B1 to Ex.B8 it is clear that rental agreement was executed on 03.09.2016 and his period of 3 years which was till 03.09.2019. But there after the rental agreement infavour of defendant was not renewed .

vi) Defendant have initially denied the title of plaintiff and later admitted the plaintiffs Church title over the plaint schedule property and defendant is the lessee /tenant in the plaint schedule property. Plaintiffs Church is the land lord of the plaint schedule property. Here the main issue is that the rent fixed by the parish counsel of Rs.7,000/- was not accepted by the defendant for the plaint schedule property. Since the plaintiffs Church was in landlord relationship with the defendant. Plaintiffs have the right to fix the rent for its building. However it should not be exorbitant amount. Here in this case plaintiffs seeks only for the recovery of the mesne profits of Rs.63,000/- . Defendant failed to renewed the rental agreement which

was expired on 03.09.2019 and thereafter lease agreement was not renewed nor exhibits was adduced to show that lease agreement was renewed and defendant was not a trespasser. Defendant itself have admitted that rent agreement was expired in the year 2019 at thereafter no renewal was made by the defendant. However this suit was filed in the year 2021. Hence based on the both sides evidence and exhibits it is clear that defendant is trespasser over the plaint schedule property and the exhibits adduced by the defendant by the defendant namely exhibits Ex.B2 to Ex.B8 letters issued defendant infavour of 1st plaintiff. However no exhibits was adduced to prove the defendant's contention that whether the notice adduced exhibits was duly served to the plaintiff Church. Though defendant have raised the contention that suit is bad for non joinder of necessary parties the same was not raised at the time of filing written statement and moreover during the cause of action and date of filing of suit plaintiff church representatives pleaded here were the members and suit was filed under the name of St.Antony church,Karungal. Moreover the member of the church can be changed periodically however the plaintiff church remains unchanged and no right of plaintiff church can be taken away as the representatives have changed, hence the suit is not bad for non joinder of necessary parties.

vii) Even if the defendant have issued notice to the plaintiffs church to reduce the rent of the plaint schedule property which was fixed by the parish council of the plaintiffs Church it does not have any impact in deciding this suit. It is very clear from the above discussion and evidence that defendant was a lessee/tenant in the plaint schedule property through Ex.A1 till 03.09.2019 and after the expiry of the period. Since the defendant have failed to renew the rental agreement after 2019 and was in continuous possession over the plaint schedule property till date without paying rent fixed by the parish Council as a trespasser in the plaint schedule property, defendant is liable to pay the mesne profit and this court is of considered view that plaintiff is entitled for the relief as prayed. Accordingly the issue No. 1 is answered infavour of plaintiffs.

7. ISSUE No. 2 :-

To what other reliefs the parties are entitled to?

In the light of above findings and decision on the preceding issue, this court is of the considered view that parties are not entitled for any other relief in this suit.

8. RESULT:-

In the result, suit is decreed,

by granting a decree of directing the defendants to pay a sum of

Rs.63,000/- (Rupees Sixty three thousand Only) with an interest of 12 %

per annum from the date of plaint to the date of decree and with an interest
of 6% for decree amount after the date of decree to the date of realization.

No costs.

Dictated to the Steno-Typist directly, typed by her in computer,
corrected and pronounced by me in open court, on this 17th day of March
2026.

Principal District Munsif,
Padmanabhapuram.

Plaintiffs' side witnesses :-

1. P.W.1 - Mr.Rajendran

Defendant' s side witnesses :-

1.D.W.1 - Mr.William

2. DW.2 – Mr. Wilfred John Muthu Prakash

Plaintiffs' side Exhibits :-

1. Ex.A.1 - 03.09.2016 - Original rent deed
2. Ex.A.2 - 04.02.2021 - Copy of legal notice
3. Ex.A.3 - -- - Original acknowledgment card
4. Ex.A.4 - 28.01.2021 - Online encumbrance certificate
5. Ex.A.5 - -- - Original building receipt

Defendant' s side documents :-

1. Ex.B.1 - 15.01.2020 - Original letter sent by the 2nd plaintiff to the
defendant

2. Ex.B.2 - 03.09.2016 - Copy of rental agreement
3. Ex.B.3 - 25.01.2020 - Copy of letter
4. Ex.B.4 - 14.02.2020 - Copy of letter
5. Ex.B.5 - 14.02.2020 - Copy of letter to the vocariate office , Mathira vilai.
6. Ex.B.6 - 14.02.2020 - Copy of letter to the Bishop, Kuzhithurai R.C.Diocese
7. Ex.B.7 - 14.02.2020 - Copy of letter to the 2nd plaintiff
8. Ex.B.8 - 05.02.2021 - Copy of letter to the 1st plaintiff

P.D.M.

PDMC, Padmanabhapuram.

Draft/Fair Judgment:

O.S.No.29/2021

Dt: 17.03.2026