



DMC ARAKKONAM

IA.01 of 2023 in OS.86/2023

**IN THE COURT OF DISTRICT MUNSIF ARAKKONAM
RANIPET DISTRICT**

**PRESENT:- Selvi.A.AMEENA.,BBA.,LLB(Hons)
DISTRICT MUNSIF,
ARAKKONAM.**

Thursday the 11th day of September 2025

I.A.No.01 of 2023

IN

O.S.No.86/2023

(CNR.No.TNRP08-000141-2023)

1)Tmt. A.D. Nadhiya.

--- Petitioner/Plaintiff

-Vs-

1. P. Dayalan

2. R. Ganesan

--- Respondents/Defendants

This Petition came up for final hearing before me on 29.08.2025 in the presence of Mr.S.MD.Jamaludeen and Mrs.D.Suguna Counsels appearing for petitioner and Mr.P.Haroon Rasheeth Counsel appearing for D1 and Mr.S.Prabakaran counsel appearing for D2. On perusal of entire case records having stood over for consideration till this day, this court has delivered the following:-

ORDER

The petition is filed under order 39 rule 1, 2 and under section 151 of CPC praying to grant temporary injunction restraining the defendants their men, agents and servants from dispossessing the petitioner from the suit schedule property without due process of law in any manner until the disposal of the suit and for further orders.

1. Brief Averments of Petition:

1.1. The petitioner submits that the petitioner is the plaintiff in the above suit and have filed a suit for permanent injunction against the respondents/defendants and for



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other reliefs further submits that the petitioner is inducted into tenancy agreement with one Mr. Devaraj landlord son of late Srinivasan in respect of the property more fully described in schedule on a monthly rent of rupees 3500. The tenancy is for nonresidential purpose and rent payable on or before 5th of every English calendar month and tenancy is for the period of 11 months from 1.12.2018 to 30.10.2019.

1.2. Further submits that the petitioner is running provisional stores in the name and style of Sri Lakshmi Narasimma Maligai stores. Further submits that originally the petitioner husband namely Mr.A.T. Dharmaraj son of late A.V. Thirumuthi was inducted into possession of the two scheduled property under the landlord's namely Mr. S. Devaraj from the year 2003 as attendant and he was carrying on cement business in the name and style of Sri Lakshmi Narasimma Agency. Further submits that Mr.S. Devaraj is owning house property bearing No.36 of 65 total extent of 704 square feet terraced house in which said mysterious Devaraj had two shops on the eastern side of terraced house. The entire measurement 704 square feet includes two shops with terraced house property. He said mysterious Devaraj let out two shops to petitioner husband namely Mr.Dharmaraj situated on the eastern side of the house property. Out of the two shops petitioner's husband had purchased one shop under the registered sale deducted 13.12.2006 an extent of 102 square feet and used the same as go round for his printed premises thereafter he was paying rent to the suit scheduled shop situated to the north of Shop purchased by the petitioner's husband to the south of Dharmaraya Street to the east of Devaraj Terraced House property and to the west of Pillayar Cole Street. During the year 2007 petitioner's husband namely Mr. Dharmaraj got the job and therefore handed over the set business to his mother namely Tmt. A.T. Ramani.

1.3. Further submits that the petitioner's mother in law namely A.T. Ramani was carrying on the foresaid business till the year 2011 and after petitioner's marriage petitioner was carrying on cement business for a short period. Petitioner was not in a position to carry on cement business therefore petitioner converted the business to



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provisional stores with the concept of landlord namely Mr.S. Devaraj as per the same terms and conditions and periodically rent was enhanced and finally as per the agreement dated 01.12.2018 monthly rent was payable to landlord of Rs.3500/- and that apart petitioner had paid a sum of rupees 1 lakh as an advance under the said agreement dated 01.12.2018. The Landlord namely Mr.S.Devaraj taken original and handed over the Xerox copy to the petitioner. For their submits that the landlord was handicapped and more particularly during the period he was sick due to paralysis, stroke and he was in bed ridden. Therefore, as instructed by him the rent was paid through G-pay to the first defendant without any default. The first defendant is none other than the sister's son of Mr.S Devaraj.

1.4. Further submits that Mr.S.Devaraj died as a bachelor on 26.03.2021. The first respondent claimed title to the property of late S.Devaraj and proclaimed that deceased Devaraj executed the registered will in favour of his property that includes the schedule property and also given a copy of the same however the alleged will produced by the first respondent is subject to proof. After the first Respondent Atone the tenancy in petitioners favor with the same terms and conditions as already stipulated under the agreement dated 01.12.2018 and paying rent regularly through Google pay without any default and periodically the tenancy was overly extended from time to time. The petitioner is very regular in paying monthly rent and never committed any default in payment of monthly rent. The first respondent requested the petitioner to pay tax for the entire building as such the petitioner paid tax to the Arakkonam Municipality sum of Rs. 4800/- towards the residential building on 30.01.2023. Though the rent payable is only Rs.3500/- on the other hand apart from the advance amount the petitioner paid a sum of rupees 16,119 on 11.01.2023 towards tax and also sum of Rs.4800/- towards the tax and same has to be deducted from the rent payable.

1.5. Further submits that the first respondent proclaimed that he sold the property acquired under the alleged will dated 02.02.2021 and subsequently their respondents



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with help of rowdy elements made an attempt to dispose the petitioner from the suit scheduled property on 15.11.2023 and given a threat that they would demolish the entire property if petitioner failed to vacate the same and the same was successfully registered by the petitioner with the help of relatives and neighbours. It is bound and duty of first respondent to inform about the sale as well as to inform petitioner to attorn the tenants in favour of the purchase namely second respondent and the first respondent failed and neglected to do the same. In turn the second respondent also failed to inform and attorn the tenancy in favor of the petitioner as per the terms and conditions prevailed as per the Tamil Nadu regulation and responsibilities of landlords and tenants act the petitioner is ready and willing to execute rental agreement as per the terms and conditions already prevailed that is on a monthly rent of Rs.3500/- and advance amount of sum of rupees 1,00,000/- already paid to besieged Mr.Devaraj submits that the outstanding view amount a sum of rupees 5 lakhs from the regular customers without considering the fact that the petitioner is regular in payment of monthly rent and also huge outstanding amount of rupees 5,00,000/- due from the customers the second respondent in collusion with first respondent making illegal attempts to dispose of petitioner from the suit scheduled property for which the respondents are not legally entitled therefore the petitioner have issued legal notice dated 21.11.2023 to the respondents and calls upon the second respondent to attorn the tenancy in favor of petitioner and also to fix the date and time to register the rental agreement as per the terms and conditions in respect of rent and other aspects. Once again the second respondent in collusion with first respondent making attempts to dispose as petitioner from the suit scheduled property on 23.11.2023 and the same was successfully resisted by the petitioner with the help of relatives and neighbors. Therefore, the petitioner having no other alternative except to file the suit for permanent injunction restraining the respondents their men, agents and servants from any way disposes the petitioner from the suit property without due process of law. Thus filed this petition.



2. Brief Averments of Respondents:

2.1. The respondent submit that they all the allegations in the petition as false. Further submits that the 2nd respondent has been told by his vendor P.Dayalan the plaintiff was inducted into tenancy agreement with S.Devaraj in respect of the suit shop on a monthly rent of rupees 3500 for non residential purpose and the rent payable on or before 5th of every calendar month and the tenancy was a period of 11 months from 01.12.2018 to 30.10.2019. The respondent has no knowledge that originally plaintiff's husband at Dharmaraj was inducted into possession of the suit shop under the landlord as Devaraj from the year 2003 as a tenant and he was carrying on cement business in the name and style of Sri Lakshmi Narasimma Agency. Mr. Devaraj is owning house property bearing door No.36 of 65 total extent of 704 square feet terraced house in which they said Devaraj had two shops on eastern side of terraced house. The 2nd respondent came to know that as told by his vendor the first defendant here in the plaintiff's. husband has purchased one shop under the sale deed dated 13.12 2006 an extent of 102 square feet the defendant has no knowledge that petitioners husband Mr.Dharmaraj got the job in the year 2007 and therefore handed over the said business to his mother namely A.T. Ramanujan it is absolutely false to state that petitioner had paid a sum of rupees 1 lakh as an advance under the said agreement dated 11.02.2018 to Devaraj. Further submits that Mr. Devaraj during his lifetime executed the registered will dated 02.02.2021 bequeathing his property that includes the suit shop in favor of the first defendant and subsequently he died on 26.03.2021. On the demise of Mr.Devaraj the will executed by him came into operation and as for the will, the first defendant/1st respondent P.Dayalan got the property and became the absolute owner of the property inclusive of the suit shock. Thereafter first defendant/1st respondent attorn the tenancy in favor of plaintiff the plaintiff also accepted the wheel executed by Mr. Devaraj and accepting the first defendant as the owner of the suit shop and continue the tenancy



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under him. It is true that plenty force paying rent to the first defendant. It is false to state that Arakan Municipal Municipality served demand notice to the plaintiff in respect of the suit shop as well as remaining residential building.

2.2. Further submits that the first defendant who was the owner of the property inclusive of the suit shop intended to sell the property and in turn he informed the same to the plaintiff in June 2023 itself and asked her to vacate the shop. For that the plaintiff asked two months' time to vacate the shop. But plaintiff did not vacate the shop. After the first defendant sold the property inclusive of the demise shop to the second respondent under the sale deed dated 10.11.2023 and registered on 14.11.2023 and deliver possession of the same to the second respondent. The second respondent also took position of the property. On the same day the first respondent introduced the petitioner to the 2nd respondent and told the property purchased by the 2nd respondent and further asked to vacate the shop within a month. At that time the second respondent also asked the petitioner to vacate the shop within a month and deliver weekend position of the shop to him on or before 14.12. 2023. The petitioner also agreed for the same.

2.3 The first respondent and the second respondent met plaintiff on 14.11.2023 and informed about the sale of the property but the plaintiff suppress the facts and filed this suit with false allegations it is false to state that petitioner is having outstanding amount of rupees 5 lakhs from the customers. The petitioner is having one shop of her own and if at all any outstanding she can continue her business. The second respondent states that he availed a loan of rupees 29,00,000/- from Indian Bank Arakkonam to purchase the property. The second respondent has to repeat the loan on monthly installments of Rs.33,500/- to the bank. The second respondents wife is intent to start business in selling Karate class dress materials and other materials along with other sports items in the suit shop. Hence the petitioner is in need of the suit shop and the adjacent shop for personal occupation of for starting a business for his wife. Since the petitioner is running a provisional store this second respondent also considers her request



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and agreed to execute the registered rental agreement in respect of the suit shop for 6 months with a monthly rent of Rs.3500/-. The second respondent in his reply notice stated that he would be ready with rental agreement within three days from the date of receipt of this reply and as the petitioner to enter with the agreement. But the petitioner did not come forward to enter into registered rental agreement. The plaintiff has no cause of passion to file the petition. Hence, prayed to dismiss the suit with cost.

3. Points for consideration:

Whether this petition is to be allowed or not?

No oral evidence was examined and no documentary evidence was filed on petitioner's side. No oral evidence was examined and Ex.R1 was marked on the side of 2nd respondent. R1 was set exparte on 14.10.2024.

4. Discussion and findings:

4.1. Heard both sides. Perused the records. The case of the petitioner is that the 1st respondent sold the suit property to 2nd respondent without informing the petitioner who has been tenant in the suit property and prays for temporary injunction to not disturb possession of petitioner until he is evicted through due process of law. On the other hand, the defendant contends that the petitioner did not come forward for entering into written rental agreement. Upon considering rival submission this court is of opinion the learned counsel for respondent argued that the respondent has file RLTOP No.2/2024 against the petitioner to evict the petitioner/plaintiff from the suit property and the same is pending in this court. This court has also taken judicial notice that the RLTOP.No.2/2024 is pending in this court. Thus, considering that the relief prayed by the plaintiff /petitioner is that to grant temporary injunction against the respondent/defendant not to interfere with their possession unless due process of law therefore, as RLTOP 2/24 has been filed by the respondent/defendant to evict petitioner/plaintiff through due process of law this petition stands infructuous. Hence, in interest of justice this court is not inclined to allow this petition.



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In result this petition is dismissed. No cost.

Dictated to Steno-typist directly, typed in her computer corrected and pronounced by me in the Open court on 11th day of September 2025.

District Munsif,
Arakkonam.

Petitioner side witnesses and Exhibits :- - NIL-

Respondent's side witnesses and Exhibits :- -NIL-

District Munsif,
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