

PRESENT:- Selvi.A.AMEENA.,BBA.,LLB(Hons)**DISTRICT MUNSIF, ARAKKONAM****Friday the 24th day of July 2026****IA.No.01/2026****IN****OS.97/2025****(CNR - TNRP080001512025)**

1. R.Yogalakshmi

2. M.Ravi

---Petitioners/Defendants

(vs)

R.Hemathri

---Respondent/Plaintiff

This petition is coming for final hearing before me on 16.07.2026 in the presence of Mr.V.Kishore Reddy counsel appearing for Petitioners/Defendants. Mr.K.M.Murali counsel appearing for Respondent/Plaintiff. On perusal of entire case records having stood over for consideration till this day, this court has delivered the following:-

ORDER

This petition is filed by under order 7 Rule 11(a) and (d) of CPC to reject the plaint as per order 7 rule 11(a) and (d) of cpc as no cause of action disclosed on plain reading of the plaint and barred the new amendment of Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants (TNRRLT) Act 2017 act since the respondent/plaintiff is claiming right as per unregistered rental agreement and file this suit in the year 2025.

1. Brief Averments of petition:

1.1. The petitioner states that the respondent/plaintiff has filed this false suit for mere injunction against the petitioner and other defendant. The respondent/plaintiff has filed this suit based on the unregistered lease agreement in respect of the suit schedule mentioned property without mentioning the lease period which is not valid in law and not maintainable. The respondent/plaintiff without any valid document to

prove his case in respect of the suit schedule mentioned property have filed this suit for permanent injunction against the respondents is not maintainable in law and abuse of law.

1.2. Further states that the petitioner have issued a legal notice dated 04.06.2025 to the respondent/plaintiff and his wife to vacate and hand over the vacant possession of the shop No.1 detailed in the suit schedule within 6 months from the date of receipt of the notice dated 04.06.2025. The respondent/plaintiff and his wife have received the said notice dated 04.06.2025 but have not chosen to give any reply. Mean while the respondent/plaintiff has filed this false suit against the petitioner and his wife the 2nd petitioner/defendant. As per section 4(2) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants (TNRRLT) Act 2017, requires landlords and tenants to execute a written agreement within 575 days from the Act's commencement if no written agreement existed previously. Failure to comply enables either party to seek tenancy termination under section 21(2) (a).

1.3. Further states that there is no cause of action mentioned in the para.10 of the plaint. The cause of action one mentioned is wrong. The cause of action starts from 24.10.2025 the date on which 1 and 2nd defendant have unlawfully attempted to dispose the respondent/plaintiff is wrong. From the averment of plaint itself the suit barred since the respondent/plaintiff is claiming as per unregistered rental agreement. Hence this suit is filed without any cause of action and without having possession in respect of the suit schedule mentioned property and this suit is not maintainable one. The plaintiff cannot seek prayer for mere injunction without establishing his possession as per unregistered rental agreement. The respondent/plaintiff has filed this false suit and the entire cause of action suppressed by the respondent/plaintiff for wrongful gain and it is not admissible in law. Therefore, just and necessary this Honourable Court may be pleased to reject the plaint as per order 7 rule 11(a) and (d) of cpc as no cause of action disclosed on plain reading of the plaint and barred the new amendment of Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants (TNRRLT) Act 2017 act since the respondent/plaintiff is claiming right as per unregistered rental agreement and file this suit in the year 2025.

2. Brief Averments of Counter filed by Respondent/Plaintiff :

2.1. The respondent states that the cause of action for the suit arose on 24.10.2025 when the petitioners, along with their men, unlawfully attempted to dispossess the respondent from the suit premises. The cause of action is continuous as the respondent is repeatedly threatening the petitioners. The respondent/plaintiff is in lawful, peaceful, and continuous possession of the suit property as a tenant from the year 2020 and has been regularly paying rent without any default. The possession of the respondent/plaintiff is in lawful and is entitled to protection under law. The contention of the respondent/plaintiff that the suit is not maintainable due to an unregistered lease agreement is wholly untenable. It is well settled that even an unregistered lease agreement can be looked into for collateral purposes, including proving possession. A suit for bare injunction is maintainable based on possession alone.

2.2. Further states that the contention of the respondent/plaintiff that this Hon'ble court has no jurisdiction in view of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 is incorrect. The present suit is one for injunction to protect possession and not a dispute relating to eviction or rent fixation. Hence, this Hon'ble court has jurisdiction to entertain the suit. The respondent/plaintiff is running a hotel business in the suit premises and the same is the only source of livelihood for the respondent/plaintiff and his family. Any interference by the petitioners/defendants would cause irreparable loss and hardship. Therefore, prayed to dismiss the petition.

3. Points for consideration:

Whether this petition is to be allowed or not?

No oral evidence has been adduced by either side. No exhibits were marked on either side.

4. Discussion and findings:

4.1. Heard both sides. Perused the records. The case of the petitioner is that the respondent/plaintiff has filed suit based on unregistered sale agreement which is not valid in law. As per section 4(2) of TNRRRLT Act 2017 it requires land lords and

tenants to enter in to rental agreement. An unregistered lease agreement for the period of exceeding 12 month is generally not valid or admissible or evidence in court. There is no cause of action. Whereas the contention is the respondent is that the cause of action arose 24.10.2025. The respondent/plaintiff is in lawful and continuous possession from the year 2020. It is well settled law for can be looked for collateral purpose. A bare permanent injunction is based on possession allowed.

4.2. On perusal of rival submission this court is of opinion that the suit filed for permanent injunction to restrain petitioner/plaintiff from interfering possession of suit property unless due process of law. The contention of the petitioner that as per 21(2) (a) of TNRRRLT act 2017, this court as no jurisdiction cannot be considered at this point because the permanent injunction relief is based on possession alone the involvement of section 21(2) (a) of TNRRRLT Act is not necessary in this suit. Moreover, whether permanent injunction can be prayed through unregistered a lease agreement can be decided only after fulfilled trial. The petitioner/defendant himself admits that there is landlords relationship. Hence, this court finds that there is cause of action. Therefore, this court is not inclined to allow this petition.

In result this petition is dismissed. No cost.

Dictated to typist directly, typed in his computer, corrected and pronounced by me in the Open Court on this the 24th day of July 2026.

District Munsif,
Arakkonam.

Petitioner side witnesses and Exhibits :- NIL

Respondent side witnesses and Exhibits:- NIL

District Munsif,
Arakkonam.