

IN THE COURT OF THE PRINCIPAL DISTRICT MUNSIF AT VALLIYOOR

PRESENT: THIRU J. ANNS RAJA B.A., B.L.,
PRINCIPAL DISTRICT MUNSIF,
VALLIYOOR.

Friday, the 11th day of July 2025

திருவள்ளூர் ஆண்டு 2056 ஸ்ரீவிசுவாவசு வருடம் ஆனி மாதம் 12-ம் நாள் வியாழக்கிழமை

IA No.02/2024 in O.S.No.101/2024

Arumugam

... Petitioner / Plaintiff

/vs/

Packia Seelan

... Respondent / Defendant

This petition has been came up before me for final hearing on 12.06.2025 in the presence of Thiru.V.Ramnath Iyer, the learned counsel for the petitioner, Thiru.G.Gnana Samudra Manohar learned counsel for the respondent and this court upon perusal and consideration of oral arguments and the case records and having stood over-under consideration till this date, this court delivered the following

ORDER

This petition has been filed for temporary injunction restraining the respondent/defendant his hen or agents etc. from interfering the petitioners peaceful possession and enjoyment of the schedule properties as tenant until eviction by due process of law till the disposal of the suit and pass an order of ad-interim injunction to the same effect till the disposal of the petition and thus render justice.

1. Brief averments of the Petition :

Petitioner herein and the plaintiff in the suit. The plaintiff schedule non-residential complex belong to the respondent/defendant. Petitioner statutory tenant for the plaintiff schedule buildings. Myself and the respondent/defendant executed an unregistered lease deed dated 20.06.2018 from the date of lease, petitioner in possession and enjoyment of the plaintiff schedule non-residential building. Initially the agreement is only for door number 12-265G1 for doing business in the name of grace textiles and ready made shop and paid advance Rs.50,000/- to the defendant and the monthly rent is fixed at Rs.3,000/-

That petitioner paid the monthly rent to the respondent/defendant without any default. The defendant is not having a habit of issuing any receipt for the monthly rent amount paid. Petitioner doing textiles business in the name and style of Grace Textiles and readymade from the date of lease. The lease is in force.

That petitioner paid electricity charges to the buildings. Subsequent to the lease both myself and defendant entered into the agreement for the other shops in door no.12-265G6, 12-265G7, 12-265G19 and 12-265G totally 8 shops and paid total advance Rs.2,00,000/- to the respondent. The monthly rent is fixed as Rs.22,000/- petitioner paying the monthly rent to the respondent by way of bank cheque and by hand.

Petitioner paying license charge to the Vadakkankulam Panchayat every year

for the plaint schedule property. These documents clearly prove that petitioner in settled possession and enjoyment in the plaint schedule non-residential building on the date of plaint. Hence petitioner of the plaint schedule non residential building as statutory tenant. The deposit amount is also with the defendant. The tenancy agreement is not yet terminated.

On 20.09.2024 the defendant came to the plaint schedule non residential building and demanded for enhancement of monthly rent. The respondent refused to receive the rent for the month of September 2024. The present rent is highly reasonably. Petitioner not willing to enhance the rent as demanded by the defendant. Aggrieved with this incident the respondent is attempting to evict petitioner from the schedule property by force. The attempt of the respondent was prevented by petitioner was prevented by petitioner and the well wishers of the locality. Even than the respondent is continuously threatening that the respondent would evict petitioner by force at any cost. In the event of forcible eviction of the petitioner from the plaint schedule building it would be injury to petitioner which cannot be compensated by money value. The continues treat of the Respondent/Defendant is highly and unjust. The activities of the respondent is to be restrained by an order of this Hon'ble court, otherwise I would be put to irreparable loss and hardship. Petitioner having strong prima facie and the balance of convenience is in petitioner favour. Hence, petition has filed his temporary injunction application till the disposal of the suit.

2. Brief averments of the counter statement filed by the respondent:

In fact, the petitioner was served legal notice to vacate the respondent's 8 number of shop Nos.12.265G1, 12.265G3, 12.265G4, 12.265G5, 12.265G6, 12.265G7, 12.265G19 and 12.265G giving him 3 months notice to vacate the shops by 15.12.2024. Earlier the notice was served to the petitioner in person on 15.09.2024 and read over the contents of the notice. But, however, the petitioner insisted to send the notice by registered post on 25.09.2024 and the petitioner duly received the notice on 26.09.2024, with acknowledgment card. Since, statutory notice was issued invoking clause (11) of the rental agreement dated 20.06.2023, the petitioner is not a statutory tenant any more.

The rental agreement has expired on 31.03.2024 and the notice to vacate was duly served, it is obvious that the petitioner tenancy was terminated lawfully. The petitioner further stay in the respondent's shops amounts to illegal occupation not as a statutory tenancy. The lease is not in force currently. The rental agreement between the petitioner and the respondent has expired and terminated forever by the legal notice as said earlier. That the petitioner spent several lakhs of rupees for renovation is a fraudulent claim, simply because it is a brand new building when rented out to the petitioner. The respondent demanded rent increase from the petitioner is a blatant lie. The increase of rent was never sought for. As addressed in the notice to vacate, the petitioner should leave the premises during the notice period. The respondent requires these shops for renovation and his own business as noted in the legal notice.

The petitioner is in settled possession is false as each lease period is only 11

month duration, not even for a year. The fact is that the petitioner holds the rented shops under forcible possession without the express consent from the respondent, so the petitioner occupation of the shops is highly illegal and unauthorized. The petitioner has no right to stay on the building. The petitioner adamancy not to leave the rented shops amounts to trespass, intimidation and breach of trust. It is obvious that the petitioner attempts to forcibly remain in possession in the rented shops.

It is pertinent to note here the respondent rented out the shops to the petitioner for non-residential purpose of conducting textile business as per clause one of the rental agreement. But, however, the petitioner converted one of the shops No.12-265G as his home with bedroom without permission from the respondent, the act of which violates the letter and spirit of the agreement. Further more, the petitioner keeps open the shops morning to midnight throughout the year without any day off. The respondent has observed the petitioner suspicious movement within these shops. Clause 8) of the agreement allows the respondent, the land lord may inspect the rented premises, but however, whenever the respondent visits his rented property, the petitioner is irritated and displeased. The petitioner has also damaged the shops, having done unnecessary modification without permission from the respondent. The frontage of the shops has vast parking space allotted for both downstairs and upstairs tenants, but however, the petitioner is now allowing any vehicle to park there with an eye to maintain his privacy not his business.

To sum up, the respondent the land lord has commenced the eviction process

lawfully by issuing legal notice, giving the petitioner comfortable time of 3 months to leave rented shops peacefully by 15th December 2024. The respondent forced the petitioner to evict from the shops is only a fake ground invented for the purpose this frivolous suit. A man of good conscience would comply the notice period and just leave the rented shops amicably. The respondent is ready to return the security deposit of Rs.2,00,000/- upon the petitioner's exit from the rented property. Rent for September and October 2024 Rs,44,000/- is outstanding from the petitioner.

The petitioner did not come with clean hands and he has deliberately and wantonly hidden the fact that the notice to vacate was sent to him earlier which is commencement of lawful process. As such the petitioner does not deserve to obtain any relief either interim or permanent against respondent from this court.

In the light of the foregoing the cause of action as alleged by the petitioner does not old water. The petitioner averments are fake and this petition frivolously instituted only to abuse the precious time of this Hon'ble Court. Being ill advised, the petitioner have filed this vexatious petition. Hence, the petition is to be dismissed.

Whether the petition is to be allowed or not?

3. Both sides Arguments heard. On considering, both side pleadings, Arguments it is founded that the respondent is the owner/landlord of the suit property. The suit properties are non residential buildings. The petitioner as per the Ex.P1 lease agreement has taken shop no.12-265G1 one part of the suit property for lease from

the respondent. In the shop no.12-265G1 petitioner carried on business under the name and style of "GRACE TEXTILES AND READYMADES", which was evidenced through Ex.P3 Registration certificate. As per Ex.P1 agreement the lease period is for 11 months starting from 01.07.2018, the monthly rent is Rs.3,000/- and advance amount is Rs. 50,000/-. Subsequently, the petitioner took shop nos.12-265G1, 12-265G3, 12-265G4, 12-265G5, 12-265G6, 12-265G7, 12-265G19 and 12.265G3 totally 8 shops through by entering into a Ex.P4 to Ex.P7 lease agreements with respondent and paid advance amount of Rs.2,00,000/- and monthly rent is fixed as Rs.22,000/-. The petitioner is in possession of petition mentioned property and is carrying on business and he is paying electricity bills also which was evidence through Ex.P8 Electricity payment bills and Ex.P10 Garment purchase bills. However, the respondent has issued Ex. R2 Legal notice on 15.09.2024 terminating the tenancy entered between petitioner and defendant as the Ex.R1= Ex.P7 expired on 31.03.2024. The respondent has not issued terminating tenancy notice within 31.03.2024 as per the condition stipulated in the Ex.R1= Ex.P7 rental agreement. However, after 31.03.2024 there was no fresh tenancy lease agreement entered between petitioner and respondent. Only on 15.09.2024 terminating legal notice has been issued. After issuance of Ex.R2 terminating legal notice the status of tenancy is changed into as a 'TENANCY AT SUFFERANCE'. While that being so, the petitioner/plaintiff has filed this injunction suit, that his possession should not be interfered until evicted under due process of law. The petitioner has filed this

temporary injunction application also. The petitioner has proved that the respondent is trying to evict the petitioner from the petition mentioned property forcibly. The petitioner can be evicted from the petition mentioned property only through due process of law. Hence the petitioner is entitled for temporary injunction till the disposal of suit.

In the result, petition is allowed. The respondent their men are agents, restrained by way of temporary permanent injunction from interfering into the petitioner peaceful possession and enjoyment of the petition mentioned property till the disposal of suit. No costs.

This Order dictated to the Steno-Typist, directly typed in computer by her, corrected and pronounced by me in open Court, on 11th day of July 2025.

Principal District Munsif,
Valliyoor.

Witnesses examined on the side of petitioner: Nil

List of Documents on the side of the petitioner:

Exhibits	Dated	Documents	Type
Ex.P1	20.06.2018	Rent agreement deed	Photostat copy

Ex.P2	-	Adhar Card of Arumugam	Photostat copy
Ex.P3	-	Registration certificate	Computer download copy
Ex.P4	01.06.2021	Shops rent agreement deed	Original
Ex.P5	01.06.2021	Shops rent agreement deed	Original
Ex.P6	01.06.2021	Shops rent agreement deed	Original
Ex.P7	-	Shop rental agreement renewal	Original
Ex.P8	-	Electricity Bill receipts (Nos.43)	Original
Ex.P9	-	Miscellaneous receipts	Original
Ex.P10	-	Purchase bills and Communication Bill	-

Witnesses examined on the side of respondent: Nil

List of Documents on the side of the respondent :

Exhibits	Dated	Documents	Type
Ex.R1	-	Rental Agreement renewal deed	Original
Ex.R2	-	Legal Notice with postal receipt and Acknowledgment Card	Office copy and Original

Principal District Munsif,
Valliyoor.

Principal District Munsif Court,

Valliyoor

I.A.No.02/2024 in

O.S.No.101/2024

Draft/Fair Order

Dated: 11.07.2025