

**IN THE COURT OF THE DISTRICT MUNSIF, THIRUVOTTIYUR**

**Present: Thiru.R.Revanth., B.A., L.L.B., (Hons.)**

District Munsif,

Thiruvottiyur

Friday, this the 6<sup>th</sup> day of March 2026

**I.A.No. 01 of 2025**

**in**

**O.S.No.76/2023**

1. M.Raja

2. R.Devi

... Petitioners / Plaintiffs

//Vs//

1. M.Usha

2. M.Vasantharaj

3. R.Munusamy

... Respondents/Defendants

This petition came up on 02.03.2026 for final hearing before me in the presence of M/s.S.Praveen, R.Kannan and G.Deepan Learned Counsels for Petitioners / Plaintiffs and M/s.C.Dhanraj, M.Ansar Basha and Subhash Chandra Bose Learned counsels for the 1<sup>st</sup> Respondents/1<sup>st</sup> Defendant M/s.S.Kamaladasan and Sonaimuthu Learned counsels for the 2<sup>nd</sup> and 3<sup>rd</sup> Respondents/Defendants and upon perusing the available records and upon hearing the enquiry on petitioners side, respondents side enquiry closed after sufficient opportunities given and having stood over for consideration till this date this court made the following:-

**ORDER**

This petition is filed by the petitioner under Order 39 Rule 1 & 2 of CPC to grant an ad interim injunction thereby restraining the respondents and their men, agents, servants or any other person claiming through or under him from any manner interfering with the peaceful possession and enjoyment of the suit property bearing Survey No.494/2, Door No.13, Irattaimalai Srinivasan Nagar, Thiruvottiyur Village and Taluk, Chennai District, Pincode - 600 019.

**2. The averments of the petition/affidavit filed by the Petitioners / Plaintiffs in short are as follows:**

The petitioners states that the 1<sup>st</sup> respondent is the absolute owner of the property bearing Survey No. 494/2, Door No.13, Irattaimalai Srinivasan Nagar, Thiruvottriyur Village & Taluk, Chennai District, Pincode-600019. The 1<sup>st</sup> petitioner and his wife have entered into lease agreement for one portion of the suit property to run a petty shop with 1<sup>st</sup> respondent in the year January 2022, after paying Rs.5,00,000/- (Rupees Five lakh only) to the 1<sup>st</sup> respondent as a lease amount. In the mid of the said agreement period the 1<sup>st</sup> respondent gave Rs.1,00,000/- (Rupees one lakh only) and requested them to vacate the shop without any prior notice. In response to that, they also accepted the same and got ready to vacate the shop, if lease balance amount of Rs.4,00,000/- (Rupees four lakh only) returned to them by the 1<sup>st</sup> respondent / defendant.

Further, the petitioners states that the 1<sup>st</sup> respondent who is suppose to return the lease balance amount of Rs. 4,00,000/- (Rupees four lakh only) to them went to her relative places for arranging the abovesaid amount, but not returned to her home till date. Further at then time, the 1st respondent whereabouts is not known to them and whenever they asked her over the Mobile phone to reaturn their lease amount. At one point of time 1<sup>st</sup> respondent's mobile phone also switched off by the 1<sup>st</sup> respondent permanently. Hence the petitioners filed a police complaint against the 1<sup>st</sup> respondent on 22.12.2022 at H8, Thiruvottiyur Police Station to get back their lease amount. For that reason CSR No.1258/2022 was given by the Police authorities.

Further, the petitioners states that since the lease amount is not returned to them by the 1<sup>st</sup> respondent, they are now continuing to run the above shop after having it in their Possession. In this situation one Vasanthraj and his father Munusamy, the 2<sup>nd</sup> and 3<sup>rd</sup> respondents/defendants herein, both are residents of Bharathi Nagar, Thiruvottriyur, Chennai-600 019, near the place where his shop is located, without showing any proper document constantly thereatening them without having any connection to the suit property. The 2<sup>nd</sup> and 3<sup>rd</sup> respondent are also conspiring with the 1<sup>st</sup> respondent who is intent on defrauding them and trying to evict them illegally. On 01.09.2023 the 2<sup>nd</sup> and 3<sup>rd</sup> respondents/defendants accompanied with their hirelings tried to break open the lock of the shop where they

are having possession over the shop with the intention of throwing out the goods and forcing them to dispossess the suit property. Petitioners went to the shop and stopped the unlawful acts of the 2<sup>nd</sup> and 3<sup>rd</sup> respondents/defendants with the help of few people of neighbourhood of the shop and these people interfered and thwarted the highhanded action of the 2<sup>nd</sup> and 3<sup>rd</sup> respondents /defendants and their men. But the 2<sup>nd</sup> and 3<sup>rd</sup> respondents/defendants openly said that they would dispossess them and take away the shop within a week.

Further, the petitioners states that immediately tried to lodge a Police complaint against the 2<sup>nd</sup> and 3<sup>rd</sup> respondents/defendants at H8, Thiruvottriyur Police Station, after explaining the above facts to the Police authorities, but Police authorities refuse to take the complaint and informed him to approach the Civil court for necessary relief. They are running pettyshop in the suit property for the past 1 1/2 years and if the they are evicted illegally they will be put to irreparable loss and hardship, on the other hand no prejudice will be caused to the respondents/defendants by adopting the due process of law for evicting he and his wife. Hence this petition.

**3. The averments of the counter filed by the 2<sup>nd</sup> and 3<sup>rd</sup> Respondents in short are as follows:**

The respondents states that the 1<sup>st</sup> respondent was the owner of the suit

property, but subsequently, the 2<sup>nd</sup> respondent have purchased the suit property from the 1<sup>st</sup> respondent. The above mentioned sale transaction was entered into between 1<sup>st</sup> respondent and 2<sup>nd</sup> respondent on 12.01.2023 through sale deed which is duly registered as document No.268/2023, dated on 12-01-2023 at Sub Registrar Office, Thiruvottriyur and the valuable Sale Consideration of Rs.33,00,000/- (Rupees thirty three lakhs only) was paid by the 2<sup>nd</sup> respondent and the same was received by the 1<sup>st</sup> respondent. After the suit property was sold, transferred and conveyed by the 1<sup>st</sup> respondent to the 2<sup>nd</sup> respondent, since then the 2<sup>nd</sup> respondent has been in absolute ownership and possession of the property.

Further, the 2<sup>nd</sup> and 3<sup>rd</sup> respondents absolutely denies the allegation that on 01.09.2023 the 2<sup>nd</sup> and 3<sup>rd</sup> defendants accompanied with their hirelings tried to break open the lock of plaintiff possession shop with the intention of throwing out the goods on plaintiffs shop and forcing the plaintiffs to dispossess the suit property.

Further, the 2<sup>nd</sup> respondent is the absolute owner of the suit schedule property having acquired the same from 1<sup>st</sup> respondent through a registered sale deed, registered as document No.268 of 2023, dated on 12.01.2023 at SRO, Thiruvottriyur, and 2<sup>nd</sup> respondent has been in exclusive possession of the said property, enjoying unfettered right of ownership, without any encumbrances, hindrances or disputes. Before selling the suit property, the 1<sup>st</sup> respondent was running a small shop in it. The petitioners/plaintiffs alleges that they had a entered into rental agreement for the

shop situated in the suit property with I<sup>st</sup> respondent who was then owner of the suit property. However, it is not known to the 2<sup>nd</sup> respondent, the present owner, whether the 1<sup>st</sup> respondent refunded the rental advance to the petitioners. During this time, the 1<sup>st</sup> respondent sold the suit property to the 2<sup>nd</sup> respondent. Despite this, the petitioners/plaintiffs without any authority locked the shop in the suit property and simultaneously lodged false police complaint before H8 Thiruvottriyur Police Station and instituted this frivolous case with false narratives. It is evident that the petitioners/plaintiffs motive in filing this suit is to extort money from the 2<sup>nd</sup> respondent, who is a bonafide purchaser of the property, unaware of the prior dealings between the petitioners/plaintiffs and 1<sup>st</sup> respondent. These actions of petitioners/plaintiffs demonstrate a blatant disregard for the truth and calculated attempt to deceive the court and authorities. That the petitioners/plaintiffs has neither cause of action nor he is entitled for any relief. Hence the respondents prays to dismiss the above petition with costs.

4. Now, the point for consideration is whether the petition filed under Order 39 Rule 1 & 2 of CPC has to be allowed or not?

5. The petition and other materials available on records were carefully perused. The 1<sup>st</sup> respondent failed to file counter and she was proceed exparte. Both side have not examined any witness and have not marked any exhibits.

6. Materials perused. Heard on Petitioner side.

7. Admittedly, the suit is filed for the relief of permanent injunction. According to the petitioners, the 1<sup>st</sup> respondent is the absolute owner of the petition property and the 1<sup>st</sup> petitioner and his wife have entered into lease agreement for one portion of the suit property to run a petty shop with 1<sup>st</sup> respondent in the year January 2022, after paying Rs.5,00,000/- (Rupees Five lakh only) to the 1<sup>st</sup> respondent as a lease amount. The petitioners states that in the mid of the said agreement period the 1<sup>st</sup> respondent gave Rs.1,00,000/- (Rupees one lakh only) and requested them to vacate the shop without any prior notice. The petitioners states that in response to that, they also accepted the same and got ready to vacate the shop, if lease balance amount of Rs.4,00,000/- (Rupees four lakh only) returned to them by the 1<sup>st</sup> respondent.

8. The petitioners states that since the lease amount is not returned to them by the 1<sup>st</sup> respondent, they are now continuing to run the above shop after having it in their possession. The petitioners further states that in this situation one Vasanthraj and his father Munusamy, the 2<sup>nd</sup> and 3<sup>rd</sup> respondent, both are residents of Bharathi Nagar, Thiruvottriyur, Chennai-600 019, near the place where their shop is located, without showing any proper document constantly thereatening them to leave the shop without having any connection to the suit property and 2<sup>nd</sup> and 3<sup>rd</sup> respondent

are also conspiring with the 1<sup>st</sup> respondent who is intent on defrauding the petitioners and trying to evict them illegally.

9. The petitioners states that on 01.09.2023 the 2<sup>nd</sup> and 3<sup>rd</sup> respondent accompanied with their hirelings tried to break open the lock of the shop with the intention of throwing out the goods and forcing the petitioners to dispossess the petition property. The petitioners states that they went to the shop and stopped the unlawful acts of the 2<sup>nd</sup> and 3<sup>rd</sup> respondent with the help of few people of neighbourhood of the shop . The petitioners states that the 2<sup>nd</sup> and 3<sup>rd</sup> respondent openly said that they would dispossess them and take away the shop within a week. Further, the petitioners states that they are running petty shop in the petition property and if the they are evicted illegally they will be put to irreparable loss and hardship.

10. Per contra, the respondents contended that the 2<sup>nd</sup> respondent is the absolute owner of the petition property having acquired the same from 1<sup>st</sup> respondent/ 1<sup>st</sup> defendant through a registered sale deed, registered as document No.268 of 2023, dated on 12.01.2023 at SRO, Thiruvottriyur, and 2<sup>nd</sup> respondent has been in exclusive possession of the said property, enjoying unfettered right of ownership, without any encumbrances, hindrances or disputes. The respondents submits that before selling the petition property, the 1<sup>st</sup> respondent was running a

small shop in it. The respondents states that petitioners/plaintiffs alleges that they had a entered into rental agreement for the shop situated in the petition property with 1<sup>st</sup> respondent who was then owner of the petition property and however, it is not known to the 2<sup>nd</sup> respondent who is the present owner that whether the 1<sup>st</sup> respondent refunded the rental advance to the petitioners. The respondents states that the 1<sup>st</sup> respondent sold the petition property to the 2<sup>nd</sup> respondent.

11. The respondents states that the actions of petitioners demonstrate a blatant disregard for the truth and calculated attempt to deceive the court and authorities and the petitioners are not entitled for any relief.

12. Upon careful consideration of the above contentions, it is noted that the petitioners have not placed before this court any proper evidence to prove the above stated interference by the respondents. The burden of proof is on the petitioners to prove the same to claim any interim relief which in the perspective of this court, the petitioners have failed to establish. Hence, this court is of the view that any adjudication regarding the same requires detailed evaluation of evidence and the same cannot be decided at this interlocutory stage. Therefore, this court is not inclined to grant the relief as prayed for in this petition.

**In the result, this petition is dismissed. No costs.**

Dictated directly to the steno-typist, typed by her in the computer, corrected and pronounced by me in open court, this the 6<sup>th</sup> day of March 2026.

District Munsif,  
Thiruvottiyur.

**List of exhibits and witnesses on Both sides: Nil**

District Munsif,  
Thiruvottiyur.