

IN THE COURT OF THE DISTRICT MUNSIF, THIRUVOTTIYUR**Present: Thiru.R.Revanth., B.A., L.L.B., (Hons.)**

District Munsif,

Thiruvottiyur

Friday, this the 19th day of June 2026**I.A.No. 02 of 2023****in****O.S.No.41/2023**

Cross Marine Container Services,
Rep by Proprietor G.Dhinakaran,
S/o.Ganesan. No. C-81, Sathangadu Iron Steel Market,
Sathangadu, Chennai 600068.

.....Petitioner/Plaintiff

//VS//

1. M/S.Inno Cool Rep by Proprietor
Mr.J.Prasanna Kumar, S/o.Narasimha Rao,
No. D-270, 24th Cross Street,
Mugappair West, Chennai 600037.

2. Renuka Traders,
Rep by Proprietor Kalidass,
Father name and age not known to the Plaintiff.
Old.No. 626, New No.530,
T.H.Road Tondairpet,
Chennai 600 081

.....Respondents/Defendants

This petition came up on 18.06.2026 for final hearing before me in the presence of M/s.K.Senthil and M.Subash Chandra Bose Learned Counsels for Petitioner / Plaintiff and M/s. N.Nagasundaram and K.N.Narensarath Learned counsels for 1st respondent/defendant and M/s.J.Srinivasan, S.Sam Miracle Agasi and R.Sri Praveen Learned counsels for the 2nd Respondent/Defendant and upon

perusing the available records upon hearing the enquiry on both sides 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 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 Plot No.C-81,1 and SM, Sathangadu Iron Steel Market, Sathangadu, Chennai 600068 and for other reliefs.

2. The averments of the petition/affidavit filed by the Petitioner / Plaintiff in short are as follows:

The petitioner states that 1st Respondent/defendant is the owner of the property bearing Plot No. C-81, 1 and SM, Sathangadu Iron Steel Market, Sathangadu, Chennai 600068. During the year of 2016, he entered by rental agreement as a tenant in respect of Premises in No. C-81, 1 and SM, Sathangadu Iron Steel Market, Sathangadu, Chennai 600068, for non residential purpose in the said premises for the monthly rent of Rs. 10,000/- and also he paid a sum of Rs.1,00,000/- towards rental advance and the rent is payable on or before 5th day of English calendar month to the 1st respondent/defendant.

Further, in the month of April 2023 the 2nd respondent/defendant came to the suit property and at the time he stated that the 1st respondent/defendant availed loan from the 2nd respondent/defendant and the same was not repaid by the 1st Respondent/defendant and hence he is the owner of the suit property and also 2nd respondent/defendant demanded the rent without showing any document and also 2nd respondent/defendant threatened him that if he fails to pay the higher rent he will be thrown out from the suit property with the help of anti social elements.

Further, on 05.04.2023 when he went outside for personal work at the time the 2nd respondent/defendant and his henchmen tried to break open his portion with an intention to evict him from the suit property The petitioner is doing business in the suit property for the past 7 year and if he is evicted illegally he will be put to irreparable loss and hardship. Hence this petition.

3. (a) The averments of the counter filed by the 1st Respondent in short are as follows:

The 1st respondent states that the real facts are suppressed by the petitioner and filed the suit against the 1st respondent's company to harass to get monetary benefit. The petitioner/plaintiff was the tenant under the 1st respondent/defendant. The 1st respondent/defendant executed a rental agreement infavour of him on 08.02.2016 to 08.01.2017 and a period of tenancy is 11 months for an extent of 500 sq.ft and the monthly rent is Rs.10,000/-. The advance amount is Rs. 1,00,000/-.

The advance amount was already deducted for arrears of rent and subsequently the rental agreement was not renewed, due to non payment of rent by the petitioner/plaintiff. He sold the suit property to 2nd defendant on 19.12.2022 vide Doc.No.1162/2022 S.R.O at Thiruvottiyur. Since the date of purchase the 2nd defendant is in possession and enjoyment of the suit item. The 1st defendant is unnecessary party in the suit. He never trespassed the suit property. The cause of action is not correct. Hence this petition is dismissed with costs.

(b) The averments of the counter filed by the 2nd respondents in short are as follows:

The 2nd respondent states that he purchased the suit property from the 1st respondent/defendant vide registered Sale Deed dated 19.12.2022, registered as Document No.11162/2022, SRO, Thiruvottiyur. At the time of purchasing the suit property the 1st respondent/defendant informed that the petitioner/plaintiff was a tenant in respect of a portion of the suit property measuring an extent of 515 sq.ft., and that the petitioner/plaintiff will vacate the premises immediately after registration of Sale Deed. It is also understood that the petitioner/plaintiff had also agreed to vacate the portion of the suit property immediately after the sale of the suit property to the 2nd defendant. In the meantime the petitioner/plaintiff asked for some grace period, since he was not able to find alternate space. Therefore, immediately after registration, the 2nd respondent/defendant took possession of the remaining

portion of the suit property except the 515 sq.ft., which was rented to the petitioner/plaintiff by the 1st respondent/defendant. The petitioner is a tenant only in respect of an extent of 515 sq.ft., and the remaining property is under the possession of the 2nd respondent/defendant alone. He used to regularly visit the suit property as he was in possession of the remaining extent of the suit property other than the portion under which the petitioner/plaintiff was a tenant with willful default in payment of rents. He never threatened the petitioner/plaintiff either on 05.04.2023 or any other date as alleged by him. The 2nd respondent/defendant is already in possession of the suit property, as the absolute owner of the same and there is no necessity for him to trespass. The petitioner/plaintiff is not entitled for any relief as prayed. Hence the respondents pray 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. On the side of petitioner has examined and Exhibit P1 to Exhibit P5 were marked. On the side of respondents have not marked any exhibits and documents.

6. Materials perused. Heard on both sides.

7. Admittedly, the suit is filed for the relief of permanent injunction. According to the petitioner, he entered by rental agreement as a tenant in respect of suit property in the year 2016 by rental agreement for non residential purposes in the

suit property and the monthly rent was fixed as Rs. 10,000/- and also he paid a sum of Rs.1,00,000/- towards rental advance and the rent is payable on or before 5th day of English calendar month to the 1st Respondent/defendant.

8. The petitioner states that in April 2023, the 2nd Respondent/defendant came to the suit property and stated that the 1st Respondent/defendant availed loan from the 2nd respondent/defendant and the same was not repaid by the 1st Respondent/defendant and hence he is the owner of the suit property. The petitioner states that the 2nd respondent/defendant demanded the rent without showing any document and threatened him that if he fails to pay the higher rent he will be thrown out from the suit property with the help of anti social elements. The petitioner further states that on 05.04.2023 when he went outside for personal work, the the 2nd respondent/defendant and his henchmen tried to break open his portion with an intention to evict him from the suit property.

9. Per contra, the 1st respondent contended that the petitioner/plaintiff was the tenant under him. The 1st respondent contended that he executed a rental agreement infavour the petitioner/plaintiff on 08.02.2016 to 08.01.2017 and a period of tenancy is 11 months for an extent of 500 sq.ft and the monthly rent is Rs.10,000/- and the advance amount is Rs. 1,00,000/-. The 1st respondent contended that the advance amount was already deducted for arrears of rent and subsequently the rental

agreement was not renewed, due to non payment of rent by petitioner/plaintiff and the petitioner/ plaintiff has committed willful default. The 1st respondent contended that he sold the suit property to 2nd respondent/defendant on 19.12.2022 vide Doc.No.1162/2022 S.R.O at Thiruvottiyur and since the date of purchase the 2nd respondent/defendant is in possession and enjoyment of the suit item.

10. The 2nd respondent contended that he purchased the suit property and at the time of purchasing the suit property the 1st respondent/defendant informed that the petitioner/plaintiff was a tenant in respect of a portion of the suit property measuring an extent of 515 sq.ft., and that the petitioner/plaintiff will vacate the premises immediately after registration of Sale Deed. The 2nd respondent contended that it is also understood that the petitioner/plaintiff had also agreed to vacate the portion of the suit property immediately after the sale of the suit property to him. The 2nd respondent states that in the meantime the petitioner/plaintiff asked for some grace period, since he was not able to find alternate space. The 2nd respondent states that immediately after registration, he took possession of the remaining portion of the suit property except the 515 sq.ft., which was rented to the petitioner/plaintiff by the 1st respondent/defendant. The 2nd respondent further states that he never threatened the petitioner/plaintiff either on 05.04.2023 or any other date as alleged by him and he is already in possession of the suit property, as the absolute owner of suit property and there is no necessity for him to trespass.

11. Upon careful consideration of the above contentions, it is noted that the petitioner has not placed before this court any proper evidence to prove the above stated interference by the 2nd respondent. The burden of proof is on the petitioner to prove the same to claim any interim relief which in the perspective of this court, the petitioner has failed to establish. 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 19th day of June 2026.

District Munsif,
Thiruvottiyur.

List of exhibits on Petitioner sides:

Ex.P1 13.05.2016 Rental Agreement (original)
Ex.P2 16.06.2018 E.B Bill receipt (Xerox copy)
Ex.P3 21.08.2015 Registration Certificate (Xerox copy)
Ex.P4 01.07.2017 GST Certificate
Ex.P5 19.04.2023 BSNL Telephone Bill

List of exhibits on Respondents sides: Nil

District Munsif,
Thiruvottiyur.