

IN THE COURT OF THE DISTRICT MUNSIF AT AMBATTUR.

PRESENT: TMT.J.MADHUMITHA, B.A.B.L(HONS.), L.L.M.,
DISTRICT MUNSIF, AMBATTUR.

Friday, the 07th day of September 2026.

ORIGINAL SUIT NO. 339 OF 2025

CNR.No.TNTR22 – 000601 - 2025

A.Mohammed Adam

.....Plaintiff

AND

1. Tmt.R.Girija

2. Tmt.D.Lekha

.....Defendants

This suit having come on 07.09.2026 before me for final hearing in the presence of Shri.S.Abdul Malik, M.Marimuthu and Prasanth, learned counsels for the Plaintiff, Defendants were set exparte on 19.02.2026, upon hearing the arguments made by the learned counsels for the plaintiff and on perusal of the records, this suit having stood over for consideration till this day, this Court delivers the following:

J U D G M E N T

1. This suit is filed by the plaintiff seeking for a permanent injunction restraining the Defendant, their men, agents, servants or anybody claiming under or through them from in any manner interfering with the plaintiff's peaceful doing business in the premises at No.25, (33-A), Bazaar Street, Muthapudupet, I.A.F. Avadi, Chennai – 600 055, without due process of law and for the costs of the suit.

CONCISE STATEMENT OF THE PLAINT FILED BY THE PLAINTIFF:

2. The Plaintiff states that he is residing at the above mentioned address given in the cause title. the 1st defendant and 2nd defendant are sisters respectively. The property situate at No.25 (33-A), Bazaar Street, Muthapudupet, I.A.F. Avadi, Chennai- 600 055 is the ancestral property of 1st and 2nd defendants. Whiles, the 1st defendant as co owner has leased out a commercial portion, shop in the said property for running a Restaurant in the name of "BISMI BRIYANI SHOP" and executed a Lease agreement on 01.04.2019 whereby she has received a sum of Rs.6,00,000/- towards lease amount from the plaintiff and the commercial portion let out as free of rent exclusive of electricity consumption charges and the said lease valid till 01.04.2021. The plaintiff has obtained License from the Avadi Municipal Corporation and continued his business.

3. That even after the expiry of the lease he has been in continuous possession of the commercial shop viz., BISMI BRIYANI SHOP. That being so the facts, the 2nd defendant approached the plaintiff to enter into a Rental Agreement and pay her rent a sum of Rs.3,000/- per month and demanded to pay a sum of Rs.50,000/- towards rental advance. Though the plaintiff expressed his grief that he has already paid lease amount of Rs.6,00,000/- to the 1st defendant in respect of his occupation of the commercial shop, the 2nd defendant informed the plaintiff to get the same from the 1st defendant after expiry of the Rental Agreement and forced the plaintiff to execute Rental Agreement, incidentally, therefore, the plaintiff with a view to continue his

briyani shop has agreed and accepted and entered into rental agreement with the 2nd defendant on 06.04.2024 and paid her rental advance a sum of Rs.50,000/- and agreed to pay rent at Rs.3,000/- per month exclusive of electricity consumption charges. The said Rental agreement is valid till 05.03.2025. In the meantime, the plaintiff has obtained Registration Certificate (Food Safety Wing) Department, Govt. of Tamil Nadu, on 16.04.2024. The plaintiff states that he is running Briyani shop smoothly without any let or hindrance from any quarter.

4. The plaintiff sad to state that in the first week of September 2025, both the defendant and one Mr.Dhamu, husband of the 2nd defendant accompanied with some unidentified persons invaded the business place of the plaintiff, coerced and threatened him to vacate the commercial shop without assigning any reason. The plaintiff was shocked, however, he has agreed to vacate the shop and informed the defendants to return the lease amount of Rs.6,00,000/- and the rental advance a sum of Rs.50,000/-,but both of them do not agree and warned the plaintiff if he is not vacated the commercial shop, he will be thrown out from the said portion by third degree methods. According to the plaintiff he is not in arrears of rent payable to the 2nd defendant and paid rent upto September 2025, but she is not in the habit of issuing receipts for the rent received by her despite repeated demands made to her frequently.

5. That on 15.10.2025 all of a sudden both the defendants accompanied with some of their henchmen and abruptly by force and show of force disconnected the electricity connection and water supply being enjoyed by the plaintiff in his business

premises. Inasmuch as to the fact, both the defendants with the help of their hooligans interfered into the peaceful business of the plaintiff and attempt to evict him by removing articles kept in the premises by third degree methods, when the plaintiff tried to prevent the atrocities, no sooner the defendants and their hooligans created an ugly scene in the vicinity and threatened the plaintiff with dire consequences. When the plaintiff raised alarm some neighbours, passersby and fellow business people resisted the atrocities of the defendants and their men, no sooner the defendants and their men sped away from the scene by giving an ultimatum that they will come again and evict the plaintiff from his lawful possession of the commercial shop by third degree methods without due process of law. So, immediately the plaintiff informed the local police about the illegal and immethodical activities of the defendants and pray for action against the defendants, but the police stated that the matter is purely civil in nature and advised the plaintiff to approach the competent court of law for appropriate relief. However, the plaintiff sent a complaint on 24.10.2025 to the Superintendent of Police, Thiruvallore district for taking necessary action, but so far no action has been taken in the matter till date. Hence the suit for permanent injunction.

6. That the defendants can seek relief only by resorting to legal means. It could never interfere with the plaintiffs' peaceful doing business and should not cause disturbance to him without recourse to law. The plaintiff wants only this protection. Hence the suit for permanent injunction.

7. **Evidences:** On the side of plaintiff, the Plaintiff has been examined as PW1 himself and Ex.A1 to Ex.A6 documents were marked. The Defendant being exparte, there are no ocular or documentary evidence on their side.

Discussion and Findings:

8. Heard Plaintiff side and perused the materials placed on record. From the evidence adduced, it is seen that, the suit has been filed by the Plaintiff for the relief of permanent injunction alone. Hence, the important criteria to be looked into this suit is whether on the date of the plaint, the Plaintiff has been in lawful possession of suit property or not. As per Ratio descidendi in **Nainar Pillai and another vs Subbiah Pillai 2008 (3) MLJ 219**, that, **“Onus is upon the plaintiff to prove his case. Decree cannot be granted on the basis of the weakness in defence”**. Hence this Court intends to look into the evidence with regard to how the Plaintiff’s are in possession of suit property.

9. On examination of the documents and evidence present before this Court, Ex.A1 and Ex.A2 License is granted for carrying on restaurant business Bismi Briyani Shop, by the Plaintiff in suit schedule address. It is observed from Ex.A4 that Registration Certificate issued by Department (Food Safety Wing) Government of Tamil Nadu is given to the Plaintiff for commercial establishment in suit property address. It is observed from above documents that the commercial shop viz., Bismi Briyani Shop of the Plaintiff is registered to be carried out in the suit property

address.

10. The Plaintiff admits to be a tenant/lessee in the suit property, and it is observed from Ex.A3 Rental agreement that Plaintiff entered into rental agreement with the 2nd defendant on 06.04.2024 for a period of 11 months. Even though there is no rental agreement alive as on date of filing of suit, it is inferred that the Plaintiff has been continuing in possession of suit property as tenant holding over. Hence from Ex.A1 to A4 it is proved by the Plaintiff that the Plaintiff has been in possession of suit property as on date of filing of suit.

11. Further it is observed that the Defendant has remained exparte and have not let in evidence to disprove the case of the Plaintiff. Hence the jural relationship between the Plaintiff and Defendant is not disproved, and is observed from the documentary evidence submitted by the Plaintiff it is inferred that the Plaintiff is carrying on business in the suit schedule property which has been rented to the Plaintiff by the Defendant, by which it is concluded that the Plaintiff has been in possession as tenant holding over as on date of filing of suit in the suit schedule property.

12. Further, it has to be established in the case that there is disturbance/hinderance to peaceful possession of Plaintiff in suit property. As Defendants have not appeared before Court to disprove the case of Plaintiff, adverse inference is drawn against the Defendants that the peaceful possession of the Plaintiff is disturbed by the Defendants. As it is settled law that even a trespasser who is in settled possession

can't be disposed without due process of law, the Plaintiff being a tenant/lessee in the suit property cannot be dispossessed except under due process of law. Therefore, this Court come to the conclusion that the plaintiff's possession in respect of the suit property can be dispossessed only under due process of law. Therefore, this Court is of the considered view that the Plaintiff is entitled for the relief of permanent injunction as prayed for.

RESULT:

13. In the result, this suit is allowed,

i) The plaintiff is entitled for a permanent injunction restraining the Defendants, their men, agents, servants or anybody claiming under or through them from in any manner interfering with the plaintiff's peaceful doing business in the premises at No.25 (33-A), Bazaar Street, Muthapudupet, I.A.F. Avadi, Chennai – 600 055, without due process of law.

ii) No order as to costs.

Dictated to the steno-typist, typed directly by her in the desktop, corrected and pronounced by me in the open Court on this 07th day of September 2026.

**DISTRICT MUNSIF,
AMBATTUR.**

PLAINTIFF SIDE WITNESSES:

PW1 Mohammed Adam

PLAINTIFF SIDE EXHIBITS:

Exhibit A1	10.03.2020	Licence issued by Avadi Municipal Corporation – Photo Copy(Compared with original)
Exhibit A2	23.03.2021	Trade Licence Renewal – Photo Copy(Compared with original)
Exhibit A3	06.04.2024	Rental Agreement executed by 2 nd defendant – Photo Copy(Compared with original)
Exhibit A4	16.04.2024	Registration Certificate issued by Department (Food Safety Wing) Government of Tamil Nadu – Photo Copy(Compared with original)
Exhibit A5	--	Aadhar Card of the Plaintiff – Photo Copy(Compared with original)
Exhibit A6	24.10.2025	Complaint to SP with postal receipt – Hand Copy

DEFENDANTS SIDE WITNESSES AND EXHIBITS: NIL

**DISTRICT MUNSIF,
AMBATTUR.**