



TNTU080005762021

Presented on : 27.07.2021

Registered on : 27.07.2021

Decided on : 30.07.2026

Duration : 5 years 5 months 3 days

IN THE COURT OF DISTRICT MUNSIF, VANIYAMBADI

Presided Over by THIRU. V. ESHWAR, B.E., L.L.B.,

திருவள்ளூர் ஆண்டு 2057, ஸ்ரீ பராபவ வருடம், ஆடி திங்கள் 14 ம் நாள்

Dated this 30th day of July 2026

OS.70/2021

CNR.No.TNTU080005762021

Plaintiff:

Babu

VERSUS

Defendants:

- 1.V.Thabrose
- 2.V.Asmabanu
- 3.V.Tanveer Ahammed
- 4.V.Kurshith Jaha

Advocate for Plaintiff: **Mr. R.V.Varadarajan**

Advocate for Defendants : **Mr.K.Umar**

Claim: Suit for Permanent Injunction



JUDGMENT
(Delivered on 30.07.2026)

This suit is filed for a permanent injunction restraining the defendants, their men, agents and servants from interfering, directly or indirectly and otherwise than by due process of law, with the plaintiff's possession of the suit property as its tenant, and for costs.

Summary of Plaintiff averments

2. The case of the plaintiff is that the suit property is a shop building which belonged to one Ahamed Basha and devolved on his heirs, the defendants. On 07.02.2020 the plaintiff took the shop on rent from the defendants on payment of an advance of Rs.70,000/- at a monthly rent of Rs.4,000/-, and has been carrying on business there in the name "Jeelani Store", a tea stall run through his father, and stationery, textiles and xerox business run by himself. The defendants do not issue rent receipts; defendants 1 and 3 collect the rent in person. Rent up to February 2021 was paid on 05.03.2021 and only March 2021 rent remained payable.

3. The plaintiff says he has invested more than Rs.3,00,000/- in the shop. Trouble arose through the defendants' relatives Isaak and Ismail, against whom the plaintiff had earlier filed O.S. No.114 of 2020 on the file of this Court, in which an interim order in I.A. No.2 of 2020 was granted on 18.03.2021. Thereafter, according to the plaintiff, the defendants demanded an additional advance of Rs.80,000/- and enhanced rent of Rs.5,000/- from 01.04.2021,



failing which he was asked to vacate. When he refused, enmity developed.

4. Two days before the suit, defendants 1 to 3 with their men attempted to throw out his articles and take forcible possession, which the plaintiff and those with him prevented; while leaving, the defendants declared that the shop had already been let to another person through the 4th defendant for higher advance and rent and that they would take possession by force at any cost. Hence the suit.

Summary of Written statement averments

5. The defendants resist the suit by their written statement. They admit that the plaintiff was let into the suit shop at a monthly rent of Rs.4,000/-, but deny receipt of any advance of Rs.70,000/- and deny that the plaintiff ran a tea stall, xerox shop, textile or stationery business there. According to them, the plaintiff has not paid rent for more than two years, and when rent was demanded, he rushed to Court with this vexatious suit.

6. They state that the plaintiff does no regular business and only sold fish and chicken once a week, causes nuisance in the premises, and that no incident of attempted dispossession ever took place. They plead absence of cause of action, incorrect valuation and court fee, and an incorrect schedule, and pray for dismissal with exemplary costs.



Issues Framed

7. On these pleadings, the following issues were framed for trial:

(1) வழக்குச் சொத்தில் வாதி சுவாதீனத்தில் இருந்து வருகின்றாரா? *[Whether the plaintiff is in physical possession of the suit property on the date of filing of the suit?]*

(2) வழக்குச் சொத்திலிருந்து வாதியை சட்டவிரோதமாக வெளியேற்ற பிரதிவாதிகள் முயற்சிக்கின்றார்கள் என்பது உண்மையா? *[Whether the defendants attempted to unlawfully and forcibly evict the plaintiff from the suit property without following due process of law?]*

(3) வாதிக்கு அவர் கோருவது போல நிரந்தர உறுத்துக்கட்டளைப் பரிகாரம் கிடைக்கத்தக்கதா? *[Whether the plaintiff is entitled to the relief of permanent injunction as prayed for?]*

(4) வாதிக்கு வேறு ஏதேனும் பரிகாரம் கிடைக்கத்தக்கதா? *[To what other reliefs is the plaintiff entitled?]*

Evidence Adduced

8. On the side of the plaintiff, the plaintiff himself was examined as PW-1 and Exs.A1 and A2 were marked. Ex.A1 is the original electricity charges



receipt for the suit shop, and Ex.A2 is a copy of the plaint in O.S. No.114 of 2020 filed by the plaintiff on 10.12.2020. On the side of the defendants, the 1st defendant was examined as DW-1 and the 3rd defendant as DW-2. No documents were marked on the defendants' side.

Arguments of the Parties

9. The learned counsel for the plaintiff submitted that the suit is only to restrain the defendants from evicting the plaintiff otherwise than by due process of law. The defendants have not filed any eviction proceeding under the rent law or any suit for eviction, and the plaintiff's possession as tenant stands expressly admitted by the defendants themselves. An admitted tenant in possession, it was urged, is entitled to protection against forcible or summary dispossession.

10. The learned counsel for the defendants, on the other hand, submitted that the plaintiff is an admitted wilful defaulter who has not paid a rupee of rent since March 2021, keeps the shop locked practically throughout, visits only in the evenings, and never ran any tea or xerox shop as claimed. A defaulting tenant who approaches the Court with false averments, it was argued, is not entitled to the equitable and discretionary relief of injunction, and the suit deserves dismissal.

Discussion and Reasons for Decision

11. Heard both sides. Case records perused.



12. Before taking up the issues, it is useful to separate what is admitted from what is disputed. The tenancy itself is admitted. The written statement concedes that the plaintiff entered the suit shop at Rs.4,000/- per month, and DW-1 in chief-examination deposed that the shop was let to the plaintiff for rent. DW-2, in his cross-examination, went further and stated: "வழுக்கு சொத்தில் வாதி வாடகைதாரராக இருக்கிறார் என்றால் சரிதான்." What is disputed is the payment of the advance of Rs.70,000/-, the nature and continuity of the plaintiff's business, the regularity of rent payment, and whether the defendants attempted to dispossess the plaintiff by force.

As to Issue No.1 :- Whether the plaintiff is in possession of the suit property

13. In a suit of this kind, the plaintiff must first show that he is in possession. The burden lies on him, since it is he who asserts possession and seeks relief on that footing. In the present case, however, the plaintiff's case is considerably assisted by the defendants themselves. The written statement admits the induction of the plaintiff as tenant. DW-2 plainly admitted in cross-examination that the plaintiff is the tenant of the suit property. DW-1 admitted that the plaintiff is carrying on chicken business in the shop, though he disputed with the plaintiff about what business it was.

14. The plaintiff admitted that the shop has remained locked from March 2021 onwards and that the key is with him: "தாவாக்கடையை பூட்டி வைத்து



அதன் சாவி என்னிடம் தான் உள்ளது என்றால் சரிதான்." A tenant who keeps the demised shop locked and retains the key does not thereby cease to be in possession. Possession in law does not require the tenant to stand inside the shop every hour of the day; what matters is control, and the key is the ordinary badge of control over a locked shop.

15. The defendants have nowhere claimed that they themselves are in possession or that they re-entered the shop. Their entire complaint is that the plaintiff is sitting on the property without paying rent. Ex.A1, the electricity receipt for the suit shop, lends some support to the plaintiff's case. This Court is of the view that the plaintiff continues in possession of the suit shop as a tenant. Thus, Issue No.1 is answered in the affirmative, in favour of the plaintiff.

As to Issue No.2 :- Whether the defendants attempted to evict the plaintiff unlawfully

16. The plaintiff's version is that two days before the suit, defendants 1 to 3 came with their men, attempted to throw his articles onto the street, and threatened to take possession overnight through a new tenant arranged by the 4th defendant. The defendants deny any such incident. On this disputed question of fact, the plaintiff's direct evidence stands alone. PW1 admitted in cross-examination that he lodged no police complaint about the incident and issued no lawyer's notice to the defendants. No independent witness who is said to have helped him resist the attempt was examined. If men had really come and



thrown goods onto the street, one would ordinarily expect at least a complaint to the police, or a neighbour in the witness box. The plaintiff has not placed even one such piece of material before the Court.

17. At the same time, the relationship between the parties is admittedly strained. The defendants states that the plaintiff has paid no rent for years and that they have repeatedly demanded it, and DW-1 deposed that continuing in the shop without paying rent is, in his view, unlawful and that irreparable loss will result if an injunction is granted. DW-1 stated in cross-examination: "நான் வாதியை தாவா கடையிலிருந்து சட்டத்திற்கு புறம்பாக காலி செய்ய முற்படுகிறேனா என்றால் இல்லை; சட்டத்திற்கு உட்பட்டு காலி செய்ய தயாராக உள்ளேன்." DW-2 likewise deposed: "சட்டத்திற்கு உட்பட்டு சுமுகமான முறையில் வாதியை வழக்கு சொத்தில் இருந்து காலி செய்ய எங்களுக்கு எதுவும் ஆட்சேபனை இல்லை என்று சொன்னால் சரிதான்."

18. Weighing the material, this Court is of the considered view that the specific incident of attempted forcible dispossession pleaded in the plaint stands unproved. The plaintiff's uncorroborated word, unsupported by any complaint, notice or independent witness, does not support his contention that such an incident took place. Thus, Issue No.2 is accordingly answered against the plaintiff, holding that the alleged attempt at unlawful eviction is not proved, though the strained relations and the defendants' desire to recover possession are established on their own admissions.



As to Issue No.3 :- Whether the plaintiff is entitled to the permanent injunction prayed for

19. The failure to prove the specific incident does not by itself conclude this issue, because the relief sought is limited. The plaintiff does not ask that the defendants be restrained from evicting him at all, but only that they be restrained from evicting him *otherwise than by due process of law*. The legal position governing such a prayer is well settled. A tenant in settled possession, even one whose tenancy has been determined or who is in arrears of rent, cannot be thrown out by the landlord taking the law into his own hands; the landlord's remedy is to approach the Court or the forum provided by the rent legislation.

20. The Hon'ble Supreme Court has held that under our law the possession of a lessee is juridical and is protected against forcible dispossession even by the true owner, who must seek recovery only through the machinery of law. Section 38 of the Specific Relief Act, 1963 permits a perpetual injunction to prevent the breach of an obligation existing in favour of the plaintiff, and the obligation of a landlord not to dispossess his tenant except by due process is precisely such an obligation.

21. The defendants' contention is that a wilful defaulter deserves no equity. The plaintiff admitted in cross-examination that no rent has been paid from March 2021 to the date of his evidence for a period of over four years and



that he never even replied to the lawyer's notice demanding rent: "கடந்த மார்ச் 2021 ஆம் வருடம் முதல் பிரதிவாதிகளுக்கு இன்றைய தேதி வரையிலும் வாடகை எதுவும் கொடுக்கவில்லை என்றால் சரிதான்." The plaintiff also admitted that he has filed no agreement, no receipt for the advance of Rs.70,000/-, and no proof of a single rent payment. These admissions destroy much of the plaint story about punctual payment and a flourishing business.

22. But default in rent, however long, confers no licence on the landlord to use force. The two things operate in different fields. The defendants' remedy against a defaulting tenant is eviction through due process. An injunction confined to restraining dispossession otherwise than by due process of law takes nothing away from the defendants; it merely restates what the law already commands, and leaves every lawful remedy fully open to them.

23. Granting it does not put the Court's seal on the plaintiff's default; refusing it, on the other hand, might be misread as leaving the field open for self-help. Since possession is admitted and the defendants have deposed about their readiness to act only through law, this Court must balance the rights of both parties by ensuring that the tenant's possession is safeguarded against unlawful high-handed acts, while clarifying that the landlords remain entirely at liberty to initiate statutory eviction or recovery proceedings in accordance with law. Issue No.3 is answered accordingly.

As to Issue No.4 :- Other reliefs



24. In view of the findings above, and having regard to the plaintiff's admitted and prolonged default in payment of rent, in the circumstances of this case, the parties must bear their own costs.

Result

25. In the result, the suit is **decreed** in part. The defendants, their men, agents and servants are restrained by permanent injunction from interfering with the plaintiff's possession of the suit property or dispossessing the plaintiff therefrom otherwise than by due process of law.

26. However, it is made clear that this decree shall not stand in the way of the defendants initiating and pursuing any lawful proceeding for eviction of the plaintiff or for recovery of arrears of rent or damages for use and occupation, and shall not be construed as an adjudication on any such claim. The rest of the suit claim is dismissed.

27. Having regard to the plaintiff's admitted default in payment of rent from March 2021, the parties shall bear their own costs.

Directly typed by me in my official laptop, corrected and pronounced by me in the open court on this the 30th day of July 2026

**District Munsif,
Vaniyambadi.**

APPENDIX

Plaintiff's Witnesses:

**PW1- Babu****Plaintiff's Exhibits:**

Exhibits	Date	Description
Ex.A1	-	Original electricity bill receipt for the suit shop.
Ex.A2	10.12.2020	Office copy of the plaint in O.S.No.114/2020 filed by the Plaintiff before the District Munsif Court, Vaniyambadi

Defendant's Witnesses:

DW1-Thabrose

DW2- Tanveer Ahamed

Defendant's Exhibits: NIL**District Munsif,
Vaniyambadi.**