

IN THE COURT OF THE V ASSISTANT COURT,
CITY CIVIL COURT, CHENNAI.

PRESENT: Tmt.S.LAKSHMI, M.L.,
V Assistant Judge .

Friday, the 10th day of July 2026.
O.S.No.6231/2023
(C.N.R. NO.TNCH01-042247-2023)

M/s.Rekha Collection,
Rep.by it's Proprietor Mr.S.Ravi,
S/o.P.V.Saravanan,
EMR Apartment,
No.75, Vaidyanathan Street,
Tondiarpet, Chennai – 600 081.

.... Plaintiff

Vs

Mrs.P.Bhavani,
No.17/28, Sanaton Street,
Alwarpet, Chennai – 600 018.

....Defendant

This suit came before me for final hearing on 29.06.2026 in the presence of M/s.R.Murugabharathi, R.Golvindasamy and K.Viji, learned Counsels for the Plaintiff. For the defendant service by paper publication effected and set exparte on 29.04.2025 and upon hearing the arguments of the plaintiff side and perusing the records and having stood over for consideration till this date, this Court delivers the following:

JUDGMENT

This suit is filed by the plaintiff under Order VII Rule 1 of CPC seeking prayer for Permanent Injunction to restraining the defendant, his men and agents or any others on behalf of them from interfering with the Plaintiff's peaceful and enjoyment of the suit property except under due process of law and for the cost.

1. The brief averments of the plaint : (i) It is stated that on 01.11.2019, the plaintiff and the defendant had entered into rental agreement in respect of the suit

premises for the purpose of putting up a shop named M/s.Rekha Collections in the schedule mentioned property. It is stated that the plaintiff used the impugned shop as branch shop since the original main shop running at No.28, 3rd Floor, Sarawathy Enclave, Apartment, Bharathidasan Road, Teynampet, Chennai – 600 018. It is stated that on first condition that the tenancy is for a period of eleven months only effect from 29.10.2019. The plaintiff has paid an security amount sum of Rs.3,00,000/- by cash in advance which is being refundable by the defendant either at the expiry of this agreement or at the time of termination of lease, it is also fixed the rent of Rs.30,000/- monthly the same is payable on or before 5th day of every calender month. The plaintiff is running shop smoothly and she did not violate any condition of the agreement dated on 01.11.2019 and rent also paid regularly without any arrears till date. Suddenly on 20.09.2023 the defendant came to the suit premises and threatened the plaintiff to vacate the premises immediately within two weeks and hand over the possession of the suit property.

(ii). It is stated that The plaintiff needed time to vacate the suit premises as per the agreement dated 01.11.2019. The defendant has refused to grant the time as requested by the plaintiff. On 01.10.2023 the defendant with rowdy elements again came to the suit premises and threatened the plaintiff. The defendant is highly political influential persons with muscle power and money power. The plaintiff has given a complaint before the Pondybazzar Police Station on 03.10.2023 and the police advised to the plaintiff to approach the civil court. Thus this suit has been filed by the plaintiff seeking prayer that her possession shall not be disturbed except due process of law for which the relief of permanent injunction prayed accordingly it is prayed to decree this suit.

2. In spite of various mode of service including Paper Publication effected to the defendant she has not turned up hence set exparte on 29.04.2025. Thus the suit heard

in exparte and the Plaintiff examined as P.W.1 and marked Ex.A1 to Ex.A3 and thus inclined to decide the issue on merit.

3. Now the point for determination in the suit is, whether the Plaintiff is entitled to the suit claim as prayed for?

4. This court heard the argument advanced by the learned plaintiff counsel and perused the material records and marked documents. It could be seen from the proof affidavit of P.W.1 he has reiterated the plaint averments. It is settled law that the relief of injunction is an equity relief thus even though the defendant did not deny the plaint averments, the plaintiff has the prima facie burden to prove his case. The marked Ex.A1 evidenced the fact that the plaintiff lodged a complaint before the police against the defendant. The other marked Ex.A2 evidenced that the suit property belongs to the defendant and the plaintiff is a tenant for the suit property and the suit property is let out to the plaintiff for the commercial purpose and the monthly rent was fixed as a sum of Rs.30,000/- and the advance amount was fixed as a sum of Rs.3,00,000/- and the period of tenancy was 11 months. The other marked Ex.A.3 registration certificate goes to prove that the plaintiff is doing the business in the impugned property. It could also further seen that the plaintiff subsequently not renewed the lease and became a tenant by holding over thus the defendant who being the land lord so far not challenged the tenancy and also not made any attempt to vacate or terminate the lease as per law.

5. In such factual circumstances the defendant could not involve any third party in this regard to vacate the plaintiff who is a tenant by holding over in an illegal manner to vacate the premises. Ex.A.1 substantiated the unlawful manner of power exercised by the defendant against the tenant to vacate the suit premises. The defendant failed to put forth her objections in this regard. Hence this court justified to record that the plaintiff is having prima facie case as per Ex.A.2 and his possession can not be

disturbed except by due process of law. Further, it is apparent that the prayer of the Plaintiff is limited only with regard to restriction of the Defendant from interfering with the Plaintiff's peaceful possession and enjoyment of the suit property without adopting the procedures as mandated under the due process of law. Accordingly this court has viewed that merely granting the relief of permanent injunction in favour of plaintiff will not curtail the rights of the Defendant with regard to recovery of the possession of the suit property from the Plaintiff by following the due process of law. Accordingly this court holds that the Plaintiff proved his case through the above said pleadings and evidence thus it is justified to grant the relief of permanent injunction as prayed with cost.

6. In the result, this suit is decreed

(a). The plaintiff is granted with the relief of permanent injunction whereby restrained the Defendant, their men, agents, servants or anybody else claiming under or through them from in any manner interfering with the Plaintiff's peaceful possession except under due process of law.

(b). No cost.

Dictated to the steno typist directly computerized, corrected and pronounced by me in the open Court, this the 10th day of July, 2026.

V Assistant Judge
City Civil Court, Chennai.

Plaintiff's side Witness:-

1. P.W.1 - S.Ravi - Proprietor of M/s.Rekha Collection.

Plaintiff Marked Documents:-

S.No.	Exhibits	Date	List of Documents	Nature of Documents
1.	Ex.A1	03.10.2023	Police complaint	Office Copy
2.	Ex.A2	01.11.2019	Rental Agreement	Original

O.S.No.6231/2023

Date : 10.07.2026

3.	Ex.A3	15.11.2019	Shop Certificate	Registration Certified Copy
----	-------	------------	---------------------	-----------------------------

Defendant's side Witnesses and Documents: – NIL

V Assistant Judge
City Civil Court, Chennai.

**Draft/Fair Exp.
Judgment
in
O.S.No. 6231/2023
Dated: 10.07.2026
V Assistant court**