



C.R.P.No.5995 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED : 26.11.2025

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THE HONOURABLE MR.JUSTICE S.SOUNTHAR

C.R.P.No.5995 of 2025
and CMP.No.29697 of 2025

RMZ Infinity (Chennai) Private Limited,
Chennai Business Tower Private Limited,
(Presently known as Keppel),
Having Office at 110, Mount Poonamallee Road,
Porur, Chennai – 600 116.

... Petitioner

vs.

Naveen G Varadarajan

... Respondent

PRAYER: Civil Revision Petition is filed under Article 227 of Constitution of India, praying to set aside the fair and decreetal order dated 10.11.2025 made in I.A.No.4 of 2025 in O.S.No.1490 of 2025 on the file of the XXII Assistant City Civil Court, Chennai.

For Petitioner : Mr.C.Thiagarajan

O R D E R



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The Civil Revision Petition is filed challenging the order passed by the trial Court, dismissing the application filed by the petitioner seeking rejection of the plaint.

2.The respondent herein filed a suit for bare injunction restraining the defendant from interfering with his peaceful possession and enjoyment of suit property, other than by following due to process of law. According to the respondent, there was a leave and licence agreement between the petitioner and him and he has been in peaceful possession of the property under the said agreement. After expiry of the leave and licence agreement, the petitioner herein attempted to interfere with the possession of the respondent/plaintiff. Therefore, the instant suit was filed seeking the relief of injunction. The petitioner who was arrayed as sole defendant in the plaint filed an application to reject the plaint claiming that there was no cause of action for the plaint. The said application was dismissed by the trial Court.



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Aggrieved by the same, the petitioner has come before this Court.

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3.The learned counsel appearing for the petitioner vehemently contended that even as per the averments found in the plaint, the leave and licence agreement was only for three years and the said agreement expired as early as 28.02.2025 and the present suit was filed after expiry of leave and licence agreement. Therefore, on the date of filing of the suit, the respondent had no right to possession, in such circumstances, there was no cause of action for the respondent to maintain a suit for injunction.

4.It is the case of the respondent that even after expiry of the leave and licence agreement, he has continued to be in possession of the suit property and the petitioner is not entitled to take possession other than by the due process of law.

5.It is settled law, even the trespasser in possession of the property is



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entitled to limited injunction restraining the original owner from taking

possession of the property by taking law into their own hands. Therefore,

the suit filed by the respondent seeking injunction restraining the petitioner

from interfering with his alleged possession over the suit property except by

due process of law, is maintainable in *prima facie* opinion of this Court.

6.It is settled law, as far as the petition for rejection of the plaint is concerned, the Court is only guided by the averments found in the plaint and the plaint documents and this Court cannot go into the defence and the document relied by the defendant.

7.In such circumstances, I do not find any error in the impugned order passed by the trial Court, accordingly, this Civil Revision Petition is



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dismissed. Consequently, connected miscellaneous petition is closed. No

costs.

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Index : Yes / No

Speaking order : Yes / No

Neutral Citation : Yes / No

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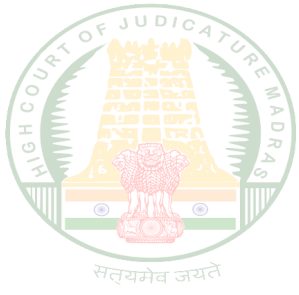


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To

The XXII Assistant City Civil Court,
Chennai.



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S.SOUNTHAR, J.
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