



IN THE HIGH COURT OF JUDICATURE AT MADRAS

(ORDINARY ORIGINAL CIVIL JURISDICTION)

FRIDAY, THE 16TH DAY OF JULY 2021

THE HON'BLE MR. JUSTICE V PARTHIBAN

A.Nos.2222 to 2225 of 2021

in

C.S.No.339 of 2019

1. D.Raghav Krishna
122B, Gill Nagar Extension
Chennai 600 094.

2. Pradiyun Giridharan
91/1, Konnur High Road,
Ayanavaram, Chennai 600 023.

3. Shweta Sada
91/1, Konnur High Road,
Ayanavaram, Chennai 600 023.

4. Devid Pradeep Nissanka
3A, Indra Gandhi Street, Bharathi Nagar
Polichalur, Chennai 600 074.

: Applicants/Plaintiffs

-Versus-

R.Hemavathi
32, Casa Major Road,
Egmore, Chennai 600 008

And also at
No.123, St.Marys Road,
Chennai 600 028.

.. Respondent/Defendant

**Tr.A.No.2222 of 2021:**

1. D.Raghav Krishna
122B, Gill Nagar Extension
Chennai 600 094.

2. Pradiyun Giridharan
91/1, Konnur High Road,
Ayanavaram, Chennai 600 023.

3. Shweta Sada
91/1, Konnur High Road,
Ayanavaram, Chennai 600 023.

..Applicants/Plaintiffs

Vs

1.R.Hemavathi
32, Casa Major Road,
Egmore, Chennai 600 008.

..1st Respondent/Defendant

2. Devid Pradeep Nissanka
3A, Indra Gandhi Street, Bharathi Nagar
Polichalur, Chennai 600 074.

: 2nd Respondent/4th Plaintiffs

Tr.A.No.2222 of 2021:

Application praying that this Hon'ble Court be pleased to grant an order of interim stay of all further proceedings in O.S.No.1881 of 2019 pending on the file of the XVII Asst. City Civil Court, Chennai until the disposal of the transfer petition.

Tr.A.No.2223 of 2021:

Application praying that this Hon'ble Court be pleased to grant an order of interim stay of all further proceedings in O.S.No.1217 of 2019 pending on the file of the XVI Addl. City Civil Court, Chennai until the disposal of the transfer petition.

**Tr.A.No.2224 of 2021:**

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Application praying that this Hon'ble Court be pleased to order withdrawal of O.S.No.1881 of 2019 from the file XVII Asst. City Civil Court, Chennai and transfer the same suits to the file of this Hon'ble Court to be tried with C.S.No.339 of 2019.

Tr.A.No.2225 of 2021:

Application praying that this Hon'ble Court be pleased to order withdrawal of O.S.No.1217 of 2019 from the file of the XVI Addl. City Civil Court, Chennai and transfer the same to the file of this Hon'ble Court to be tried with CS.No.339 of 2019.

These Applications coming on this day before this Court for hearing, the Court made the following Order:-

The applicants herein are the plaintiffs in the suit in C.S.No.339 of 2019, which is filed for the following prayers.

a. To direct the defendant to pay the Plaintiffs a sum of Rs.1,09,85,295/- towards damages.

b. To direct the defendant to pay the Plaintiffs a sum of Rs.10,00,000/- towards damages for loss of goodwill and reputation.

c. For permanent injunction restraining the defendant her men, agents, servants, representatives and anyone claiming under her from insinuating any statements or remarks disparaging or denigrating, directly or indirectly,



the plaintiffs and / or their business, carried on under the name and style Volt Venturres.

d. To direct the defendant to pay the cost of the suit.

2. The case of the applicants/plaintiffs is that, all of them joined together to form a partnership firm vide a deed of partnership dated 01.10.2018 and commenced their business under the name and style of "Volt Venturres" with the primary objective of establishing and operating a Saloon & Spa and Beauty care Centres, besides dealing in health and skin products. The firm is an unregistered partnership.

3. The applicants/plaintiffs were looking for a suitable accommodation for establishing their first Saloon & Spa and they had come to know that the defendant was the absolute owner of the property bearing No.32, Casa Major Road, Egmore, Chennai 600 008. The applicants negotiated with the respondent and eventually entered into a lease agreement for the space leased out to them by the respondent/defendant in the second floor of the property in the abovesaid address.

4. According to the applicants/defendants, they appeared to have incurred considerable expenditure towards the interiors and also doing up the premises to make it suitable for their business activities. The possession

was handed over to the applicants in October 2018 and the monthly rental



was fixed at Rs.1,55,000/- apart from Rs.10,000/- as maintenance per month.

The period of lease agreement was from 01.12.2018 to 30.09.2027. Under the lease agreement, an advance of Rs.10,85,000/- was also paid and the monthly rent was liable to be enhanced once in three years. The other conditions and liabilities are found in the lease agreement.

5. The case of the applicants is that the saloon was inaugurated by a celebrity on 09.12.2018 by launching a grand party. However, when the matter stood thus, the applicants had come under rude shock that the defendant had been causing lot of hindrance to the legitimate business activities of the applicants by constantly interfering with their peaceful possession and enjoyment of the premises. Although, as per the agreement, the business hours are stated to be 8.30 a.m. to 9 p.m, the respondent/defendant instructed the watchman at the premises to shut down the property and lock the gates at 8 p.m. everyday. Over a period of time, it appears that the applicants and the respondents/defendants had been having constant issues regarding the maintenance of the premises and day today running of the business. Many instances were mentioned in the averments contained in the plaint as to how the respondent/defendant had been constantly indirectly in the meddling with the business of the applicants



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6. According to the applicants, at one point of time, the respondent/defendant had gone to the extent of disconnecting the basic amenities like water supply and a police complaint was also issued against the respondent/defendant. According to the applicants/ plaintiffs, they having spent and invested more than one crore in the business, they cannot afford to close down the business in view of the constant interference of the respondent/defendant. The applicants/plaintiffs have made sincere efforts to buy peace with the respondent/defendant, but, unfortunately they could not succeed in their efforts. According to them, for some reasons, the respondent/defendant has developed ill will towards the applicants and a legal notice was also issued on 15.12.2018 calling upon the applicants to vacate and hand over the possession of the demised property. The notice was issued within a few days after the Spa was inaugurated after grand launch by a celebrity. All the efforts by the applicants to buy peace with the respondent/defendant had ultimately failed.

7. In the meanwhile, the respondent/defendant had filed O.S. No.1217/2019 before the XVI Additional City Civil Court, Chennai, with a prayer for eviction of the applicants herein and handing over of the demised premises to her. The suit has reached the trial stage, in which, the plaintiff

therein has been examined in chief and documents have been marked and



the case is now posted for cross examination of the plaintiff therein.

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8. In order to protect their interest against unjust eviction attempt for no valid reason, the applicants herein have also filed O.S. No.1881/2019 on the file of the XVII Assistant City Civil Court, Chennai, praying for permanent Injunction restraining the sole defendant therein / the defendant herein, from disturbing their peaceful possession and enjoyment of the property and with consequential reliefs. In that suit, issues have been framed and posted for trial.

9. These applications have been filed by the applicants herein to withdraw the above suits from the file of the respective City Civil Courts, Chennai and transfer the same to the file of this Court to be tried along with the present suit in C.S. No.339/2019, till the withdrawal is ordered, an interim stay of all further proceedings in the respective suits pending before the City Civil Courts.

10. Ms. S.P. Arthi, the learned counsel appearing for the applicants/plaintiffs, reiterated the above facts in detail and would submit that since the parties in this suit and also in the suits pending before the City Civil Courts, Chennai, are the same, it is better that this Court, which is

hearing the suit for damages also to hear the other suits. According to the



learned counsel, the rival averments in both the suits filed before the Civil Court are inter connected with the present suit laid before this Court and those averments also to be taken into account while deciding the present suit for damages.

11. The learned counsel would further submit that if the decisions rendered in the suits by the Civil Courts below, one way or the other, that would have considerable bearing on the present suit proceedings initiated by the applicants/plaintiffs herein. Further if all the suits are tried together, there would be commonality of adjudication and a comprehensive decision could be rendered on the basis of the common adjudication of the inter se dispute of the plaintiffs and the defendant.

12. Per contra Mr.V.Ragavachari, learned counsel appearing for the respondent/defendant would strongly oppose for the withdrawal of the suits pending before the respective City Civil Courts as the prayers in the respective suits absolutely have no nexus or bearing on the present suit's prayers. According to the learned counsel, the prayer for withdrawal of the suits is a calculated ploy of the applicants/plaintiffs herein to frustrate the attempt by the respondent/defendant herein from getting the vacant premises back from the applicants. Infact the suit laid by the



City Civil Court, Chennai, has reached the trial stage and the plaintiff therein has been examined in Chief and posted for cross examination. If the suit is to be withdrawn and tried together with the present suit, there will be a further delay and the delay would enure to the advantage of the applicants/plaintiffs. Therefore, he would submit that these applications are motivated and lacking bonafides and liable to be dismissed.

13. This Court considered the rival submissions of the counsel appearing for the parties and perused the pleadings and the materials placed on record.

14. The suit before this court is one for the claim towards damages. The plaint contains plethora of averments as to the day today strained relationship between the tenants and the landlady. The applicants have also stated that they had spent huge amount towards sprucing up of the premises to make it suitable for their business activities and also they had to undertake repair work to make the premises fit for their business. According to them, they had invested close to one crore rupees in the business and therefore, the action of the respondent/defendant, in causing interference and denying peaceful enjoyment of the premises to the applicants, has

affected their business and in the process affected the goodwill and



reputation among its valued customers. Several instances of unjust conduct of the respondent/defendant have been highlighted in the plaint like disconnecting basic amenities like water supply etc., causing immense hardship for the applicants to run their business smoothly. In the said circumstances, the entire suit has been edified on certain set of facts and circumstances justifying the damages claimed as prayed for in the suit.

15. While so, as far as the application for the withdrawal of two suits pending before the respective City Civil Courts, the suit filed by the respondent/landlady herein in O.S. No.1217/19 is for the eviction of the applicants and to hand over of the vacant possession of the premises leased out to them. The said suit is in the advanced stage of trial as the plaintiff, the respondent/defendant herein has been examined in chief and posted now for cross examination. This court is unable to appreciate as to how any decision of the eviction suit can affect the rights of the plaintiffs herein in the suit for damages. As rightly contended by the learned counsel for the respondent/defendant herein, the suit laid by the respondent/defendant before the City Civil Court has no nexus with the present suit prayers.

16. Moreover, even if the respondent/defendant succeeds in the suit

for eviction, the present suit for damages could be independently



maintained, as the scope of consideration in that suit by the subordinate court is on completely different footing and any finding to be rendered thereon would not have any legal impact on the present proceedings. Even if any observation is made, the same can be over looked for the purpose of deciding the present suit. Therefore, the contention on behalf of the applicants that the said suit need to be withdrawn and to be tried together is raised only for achieving a collateral purpose. This Court is also in agreement with the submission of the learned counsel for the respondent/defendant that the present attempt by the applicants to withdraw the said suit from the City Civil Court is a crafty move to frustrate the attempt of the respondent/landlady herein to have the possession of the premises rented out by her to the applicants in the event of establishing her right before the City Civil Court in the pending suit. Needless to mention that if the suit is withdrawn and transferred on the file of this Court, there will be a considerable delay in taking a decision by this Court and any delay would certainly enure to the advantage of the applicants herein as they can continue to run the business in the property despite the estrangement between the parties for serving their own ends.

17. Moreover, this Court also does not find anything in common

excepting the parties, for this Court to try the suit for eviction along with



suit for damages. Merely because the parties are the same, this Court cannot transfer the suits as a matter of routine without appreciating the scope of the prayer in the respective suits. The attempt by the applicants herein seeking the withdrawal of the suits and transferring the same to the file of this Court appears to be not influenced by any bonafide consideration. On the other hand, this Court of the firm view that the attempt to seek the withdrawal of the suits and transfer the same to this Court is with malicious intent of having the leased premises entangled in a protracted litigation before this Court for serving their own ends.

18. As far as the other suit filed by the present applicants herein in O.S. No.1881/2019, which is a suit for permanent injunction, the same has been filed as a counter blast to the suit filed by the respondent/defendant herein. Therefore, the outcome in one suit proceedings would hold good for the other pending suit proceedings before the City Civil Courts. Even, the suit filed by the applicants herein in O.S. No.1881 of 2019 is for permanent Injunction and any interim injunction or Permanent Injunction in the suit is not going to have any impact on the present proceedings, as this suit can independently stand regardless of whatever be the outcome in the pending suits before the City Civil Court, Chennai. Therefore, there is absolutely no requirement for the withdrawal of the suits and transferring of the same to



serve the right purpose.

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19. In the said circumstances, this Court is of the considered view that these applications having been filed for extraneous reasons and are liable to be rejected. Accordingly, these Applications in A. Nos.2222 to 2225 of 2021 stand dismissed.

Sd./-V.P.N.J

16.07.2021

//Certified to be true copy//

Dated at Madras this the day of 2021.

JJ 06/08/2021

COURT OFFICER(O.S.)

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