



S.A.No.599 of 2021

IN THE HIGH COURT OF JUDICATUE AT MADRAS

DATED: 27.06.2024

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THE HONOURABLE **MR. JUSTICE ABDUL QUDDHOSE**

S.A.No.599 of 2021

Sivanthi

.. Appellant

Vs

1.Karnan

2.Thenmozhi

.. Respondents

Prayer: This Appeal is filed under Section 100 CPC against the judgment and decree dated 26.09.2019 passed in A.S.No.36 of 2018 on the file of the Sub-Court, Chidambaram, confirming the judgment and decree passed by District Munsif-cum-Judicial Magistrate Court, Portonovo, in O.S.No.14 of 2015, dated 04.04.2017.

For Appellant : Mr.N.Sivakumar

For Respondents : Mr.S.B.Viswanathan



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JUDGMENT

This second appeal has been filed by the plaintiff in the suit challenging the concurrent findings of the Courts below.

2. In the suit, the appellant herein is the plaintiff and the respondents herein are the defendants. In the forthcoming paragraphs, the parties are described as per their litigative status in the suit.

3. The suit was filed by the plaintiff seeking for permanent injunction to restrain the defendants from interfering with the plaintiff's peaceful possession and enjoyment of the suit schedule property.

4. According to the plaintiff, she was inducted as a cultivating tenant in the suit schedule property by the defendants' vendor under a tenancy agreement. According to the plaintiff, subsequent to the purchase of the property by the defendants, they are interfering with the plaintiff's peaceful possession and enjoyment of the suit schedule property.



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5. However, as seen from the written statement, the defendants have pleaded that though the plaintiff is in possession of the suit schedule property, she is not in lawful possession, as the tenancy agreement entered into between the vendor of the defendants and the plaintiff was only for a period of one year.

6. Based on the pleadings of the respective parties, the Trial Court framed the following issues:-

- (i) Whether the plaintiff is in possession of the suit property as cultivating tenant?
- (ii) Whether the plaintiff is entitled to the relief of permanent injunction?
- (iii) Whether the suit has to be allowed with costs?
- (iv) What are the other reliefs available to the plaintiff?



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7. The Trial Court, by its judgment and decree dated 04.04.2017, dismissed the suit filed by the plaintiff on the ground that she is not a lawful tenant and that the tenancy agreement entered into between the defendant's vendor and the plaintiff is only for a period of one year. Aggrieved by the dismissal of the suit, the plaintiff had filed first appeal before the Sub-Court, Chidambaram, in A.S.No.36 of 2018. The Lower Appellate Court, by its judgment and decree dated 26.09.2019, also confirmed the findings of the Trial Court by dismissing the first appeal filed by the plaintiff. Aggrieved by the concurrent findings of the Courts below, the plaintiff has filed this second appeal.

DISCUSSION:-

8. The tenancy agreement dated 23.05.2001 entered into between the plaintiff and the defendants' vendor has been marked as Ex.A1. As seen from the same, the tenancy was only for a period of one year. No documentary evidence has been produced by the plaintiff to prove that the tenancy was extended subsequently.



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9. Admittedly, the second defendant is the present owner of the suit schedule property, having purchased the same on 08.09.2011 marked as Ex.B3 from the legal heir of Singaravel Pillai, who had entered into a tenancy agreement with the plaintiff. The party, with whom the plaintiff had entered into a tenancy agreement, has also not been arrayed as a party defendant in the suit.

10. In the suit, both in the written statement as well as in the deposition, the defendants have categorically stated that the plaintiff is not in lawful possession of the suit schedule property. The evidence placed on record does not prove that the tenancy has been extended subsequent to the expiry of one year period from the date of tenancy agreement (Ex.A1). Both the Courts below, only based on the evidence available on record, have rightly held that since the tenancy is only for a period of one year, the plaintiff is not a lawful tenant and is not entitled for the relief of permanent injunction as prayed for in the suit.

11. For the foregoing reasons, there is no substantial question of law to be decided by this Court in the second appeal, as there are no



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debatable issues of law or fact involved for further consideration of this Court under Section 100 of the Civil Procedure Code. In the result, there is no infirmity in the concurrent findings rendered by the Courts below. Accordingly, the second appeal is dismissed. No Costs.

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Index: yes/no
Neutral citation: yes/no
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To

1.Sub-Court,
Chidambaram.

2.District Munsif-cum-Judicial Magistrate Court,
Portonovo.



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ABDUL QUDDHOSE,J.

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