

C.O.S. SR No.1246 OF 2026

Date: 07.10.2026

Heard the counsel for plaintiff. The learned counsel for the plaintiff submitted that as per the Rental agreement, without refunding security deposit of Rs.11,00,000/-, the plaintiff should not be evicted from the suit properties and the defendants are bound to reimburse the plaintiff a sum of Rs.17,50,000/-, Rs.28,21,428/- towards the expenses incurred by the plaintiff for interior decorations carried out by him in the properties and towards excess rent amount collected from him.

The plaintiff has sought for relief of recovery of Rs.5,00,000/- towards damages for causing nuisance to his business. The plaintiff has sought for permanent injunction restraining the defendants from interfering with peaceful possession and enjoyment of plaintiff of suit properties till realization of plaintiff's security deposit.

I have gone through the entire materials.

The tenant has already initiated eviction proceedings against the plaintiff. The plaintiff was ordered to be evicted even on 02.09.2024. The appeal preferred by the tenant in R.L.T.A. No.177 of 2024 was also dismissed on 23.01.2026. The C.R.P. preferred by the tenant against the order of Rent Controller Appellate Authority was also dismissed on 22.06.2026. The S.L.P. preferred by the plaintiff as against the order of Hon'ble High Court, Madras passed in C.R.P.No.1777 of 2026 was also dismissed on 25.08.2026. When the tenant has initiated eviction proceedings through proper authorities as contemplated in Rent Control Act, there is no question of eviction of plaintiff except under due process of law. Seeking of relief of injunction is nothing but abuse of process of court.

In fact, the reliefs claimed in E & F, do not survive in view of eviction order passed by the Rent Controller and has been confirmed upto Hon'ble Supreme Court of India.

In so far as the relief of refund of expenses for interior decoration and recovery of excess paid rent along with

damages of Rs.5,00,000/- and security deposit are all questions to be determined upon oral and documentary evidence. It warrants no urgent and imminent interim relief as contemplated in Section 12A of Commercial Courts Act. The plaintiff is bound to vacate the property as per order of Rent Controller. Even if he is vacated without refunding the security deposit, the plaintiff has ample opportunities to recover the security deposit with interest. Further more, reliefs E & F are found against clause 16 of Rental Agreement. Even the Rental Agreements are silent about the right of plaintiff to recover interior decoration expenses from the defendants. When such kind of relief is found doubtful, the plaintiff cannot seek for dispensing with compliance of Section 12A of Commercial Courts Act. The plaintiff is directed to invoke Section 12A – pre-litigation mediation. The plaint is returned.

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Principal Judge
Principal Commercial Court,
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