

The background of the journal cover features a top-down view of a desk. On the left, a pair of black leather brogue shoes is partially visible. In the center, an open notebook with lined pages and a silver pen lies on a light-colored wooden surface. To the right, a black leather bag with a zipper and a black leather watch with a silver face are also visible. A large, semi-transparent white rectangular box is centered over the image, containing the journal's title and ISSN information.

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FROM SHIELD TO SWORD: MISUSE OF INJUNCTIONS IN TENANCY DISPUTES IN TAMIL NADU

AUTHORED BY - AMARNATH R

Introduction:

In tenancy disputes, injunctions are meant to function as shields against unlawful eviction. However, in practice, they are increasingly deployed as strategic tool to indefinitely stall legal proceeding. Based on the jurisdiction of the case, taking into account the territorial jurisdiction, pecuniary jurisdiction and subject matter jurisdiction, the appropriate courts are being approached by the aggrieved parties for remedies to protect their rights while there is a subsisting rental agreement between landlord and tenant¹. In Tamilnadu, the injunction suit are entertained by the lower most civil courts within the jurisdiction such as that of Sub Court and District Munsif Court.

According to the principle of Natural Justice i.e., hear both the parties or as per the legal maxim “*Audi Alteram Partem*”, when a counsel pleads for Injunction suit it is the utmost duty of the Court to examine the facts of the case and order the grant of Injunction². This injunction suit really helps a lot of aggrieved tenants who suffer from arbitrary eviction of landlord when the agreement subsists, hence being outright against the law and due process of law³. In some instances tenants undergo threats and intimidation to vacate the premises, and hand over peaceful possession of property.

The Tamilnadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, gets in line with Article 21 of the Constitution w.r.t protection of “Essential Services”. Even if tenant fails to deposit the rent duly, landlord has not right to deny his/her basic essential services that are vital to living conditions such as electricity, water, drainage, parking, pathway, etc...

All the protection are thus, given to protect tenant from arbitrary eviction. On contrary, tenants use the injunction to stay in the premises despite of the expiry of tenancy period, for which, injunction is used as a weapon.

¹ Code of Civil Procedure, 1908, §§ 9, 15-20.

² *Maneka Gandhi v. Union of India*, (1978) 1 SCC 248.

³ *Olga Tellis v. Bombay Municipal Corporation*, (1985) 3 SCC 545.

Doctrine Discussed:

Procedural Weaponization Doctrine – The use of procedural remedies (like injunctions), not for protection of rights, but to delay, obstruct or defeat substantive justice⁴.

Injunction:

Injunction is of three types –

- Exparte Injunction – In rarest of the rare case, when there is a prima facie owing to imminent urgency. If injunction not granted it would severely affect the rights and cause irreparable injury to affected party⁵.
- Interim Injunction – For a temporary relief. During the subsisting period the benefitted party cannot be disturbed peaceful possession of the premises.
- Permanent Injunction – Irrelevant in Landlord-Tenant disputes. Plays a role in disputes related to ‘Title’ as to who is owner.

Solution for Injunction:

Effective tackling of Injunction by tenant requires a preplanned and pre-mediated thinking by landlord counsel. “Caveat” under Section 148 A maintains a record under the concern court registry⁶. Any injunction suit filed with intent to light it as matter of urgency cannot be decided without hearing the opposite counsel and serving notice duly to hear the facts of landlord side counsel. The validity of Caveat is for 90 days and it can be periodically renewed.

The landlord counsel can argue based on 10 instances under Sec. 41 of The Specific Relief Act, 1963 where injunction cannot be granted. Sec. 41(e) – To prevent breach of a contract that cannot be specifically enforced⁷. When there is no renewal of rental agreement after its expiry, it cannot be used to enforce possession of property⁸. Under TNRRRLT Act, 2017 stay after the period of tenancy is termed as unauthorized occupation. Art. 23 of the same Act, enshrines the landlord with right to claim double the monthly rent for unauthorized occupation and also mesne profits⁹.

⁴ Lon L. Fuller, *The Forms and Limits of Adjudication*, 92 Harvard Law Review 353 (1978).

⁵ *Dalpat Kumar v. Prahlad Singh*, (1992) 1 SCC 719.

⁶ Code of Civil Procedure, 1908, § 148A.

⁷ The Specific Relief Act, 1963, § 41.

⁸ *Wander Ltd. v. Antox India (P) Ltd.*, 1990 Supp SCC 727.

⁹ The Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, § 23.

Cases Referred:

The C.R.P s (Civil Revision Petitions) in Madras High Court filed against the order of Rent Court/Rent Tribunals, relevant to be referred regarding the injunction and maintainability are,

- *Santhanakrishnan v. R.Venkataraman* [C.R.P (N.P.D) No. 98 of 2023]
- *Lalith Kumar v. Pramila Jain* [C.R.P (N.P.D) No. 1997 of 2021]
- *R.Kannan v. S.Muthu* [C.R.P (N.P.D) No. 2902 of 2025]
- *B.A.Chandrashekara Setty v. Sucharita Gunasekaran* [C.R.P (N.P.D) No. 1238 of 2022]
- *K.Annapoorani v. P.Devaraj* [C.R.P (P.D) No. 1775 of 2025]

Issues before the Court:

- Can a tenant without valid agreement seek injunction?
- Does non registration of rental agreement with rent authority, make the written rental agreement non-maintainable before Rent Court for speedy trial and disposal?
- Does possession override legality?

Court's Reasoning:

- Establishment of landlord tenant relationship is enough for eviction proceedings if landlord can prove the periodical monetary deposit of rent through appropriate means. According to Sec.11 of 2018 amendment of TNRRRLT Act, bank acknowledgement is a proof of receipt. Yet written agreement, create a strong ground to evict the tenant after expiration of rental agreement.
- As per new rental act the written agreement has to be registered with rental authority within 90 days of its execution. Failure to register is usually challenged on grounds of maintainability by tenant counsel, either while R.L.T.O.P proceedings are pending or after final order. Made as a C.R.P (Civil Revision Petition) under Article 227 of the Constitution¹⁰. In most cases, court take a lenient view for non registration of written agreement with rent authority, as it is only a procedural delay. Hence dismissing C.R.Ps at not costs, and upholding the decisions of Rent Court/Rent Tribunal as valid.
- The main aim of Rent Court is for speedy disposal of cases and reduction of backlog of cases in Civil Court. The TNRRRLT Act, 2017 specifically bars jurisdiction of Civil Courts under Section 40, except when there is a question related to title and ownership

¹⁰ The Constitution of India, 1950, § 227.

of premises which are beyond its jurisdiction. Thus grant of injunction with ulterior motive to delay proceedings can be challenged under Section 40¹¹.

- For the convenience, all proceedings before Rent Court are summary proceedings and no big trial/questioning of documents. The initial proceedings and appellate proceedings are strictly time bound in nature avoiding unnecessary delay and complexity.
- Under my observations, most of frivolous C.R.Ps of tenant counsel are dismissed by Madras High Court, when landlord can clearly establish the landlord-tenant relationship. And when no infringement done on the part of landlord.
- There are grounds under which landlord can claim repossession of the premises, as discussed in Section 21(2) (a) to 21(2) (h) of TNRRRLT Act when agreement subsist. In case of expiry of rental agreement, the absence of rental agreement after the said period can be taken as a defense for eviction under Sec. 21(2) (a) and Sec. 4(2)¹².

Reforms:

- Limit injunctions in tenancy disputes.
- Strict scrutiny of “prima facie” case.
- Mandatory rent deposit during the period of injunction for enjoying premises.
- Injunction suit filed with ulterior motive of delay must be dismissed with costs.

Conclusion:

“Possession should not become a passport to indefinite occupation.”

When procedural safeguards evolve into instruments of delay, the law risks protecting possession at the cost of justice. The challenge is not merely to regulate eviction, but to prevent its indefinite postponement through strategic litigation.

¹¹ Id. § 40.

¹² Id. §§ 21(2) (a), 4(2).