



.CRP.Nos.387 & 388 of 2021.

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 29.04.2024

CORAM :

THE HON'BLE MR. JUSTICE SATHI KUMAR SUKUMARA KURUP

Civil Revision Petition Nos. 387 & 388 of 2021

and

CMP.Nos.3338, 3344 & 3417 of 2023

C.R.P.No.387 of 2021

R.Varadaraj

... Petitioner

Versus

K.Vaidyanathan

... Respondent

Civil Revision Petition is filed under Section 25 of Tamil Nadu Buildings (Lease and Rent Control) Act, 1960, to set aside the Judgment and decree dated 27th day of November, 2020 passed in RCA.No.797 of 2018 by the Rent Control Appellate Authority, learned VIII Judge, Court of Small Causes, Chennai, confirming the order dated 4th day of October 2018 passed in RCOP.No.1659 of 2014 on the file of the learned XI Judge, Court of Small Causes, Chennai.

For Petitioner

: Mr.M.Ravi

For Respondent

: Mr.S.Ramesh

For impleaded party

: Mr.S.Elamvaluthi



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R.Varadaraj

... Petitioner

Versus

1. P.Krishnamoorthy
P.Girija (Died)
2. Bhuvaneswari
3. K.Vaidyanathan
4. Rajalakshmi

... Respondents

Civil Revision Petition is filed under Section 25 of Tamil Nadu Buildings (Lease and Rent Control) Act, 1960, to set aside the Judgment and decree dated 27th day of November, 2020 passed in RCA.No.796 of 2018 by the Rent Control Appellate Authority, learned VIII Judge, Court of Small Causes, Chennai confirming the order dated 4th day of October 2018 passed in RCOP.No.2313 of 2013 on the file of the learned XI Judge, Court of Small Causes, Chennai.

For Petitioner

: Mr.M.Ravi

For Respondents

: Mr.S.Ramesh

COMMON ORDER

Civil Revision Petition No.387 of 2021 is filed seeking to set aside the Judgment and decree dated 27th day of November, 2020 passed in RCA.No.797 of 2018 by the Rent Control Appellate Authority, the learned VIII Judge, Court of Small Causes, Chennai, confirming the order dated 4th day of October 2018 passed in RCOP.No.1659 of 2014 on the file of the learned XI Judge, Court of Small Causes, Chennai.



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2. Civil Revision Petition No.388 of 2021 is filed seeking to set aside the Judgment and decree dated 27th day of November, 2020 passed in RCA.No.796 of 2018 by the Rent Control Appellate Authority, learned VIII Judge, Court of Small Causes, Chennai confirming the order dated 4th day of October 2018 passed in RCOP.No.2313 of 2013 on the file of the learned XI Judge, Court of Small Causes, Chennai.

3. The brief facts, which are necessary to dispose of this Civil Revision Petition, are as follows:

3.1. The property measuring 1981 sq. ft. in Town Survey No.10/1 situate at No.5/2, Padmanabhan Pillai Street, Kodambakkam, Chennai – 600 024 is a house and vacant site which belongs to Mr.P.Balasundaram. The original tenant M.Rathinavelu was the father of Revision Petitioner R.Varadaraj. He was inducted as tenant by the original landlord Mr.P.Balasundaram and he had been tenant for forty years. He had been regular in paying the rent. While so, the landlord P.Balasundaram died. M.Rathinavelu, the tenant, had been paying the rent to Ms.Kalyani, the daughter of P.Balasundaram, who was a spinster. M.Rathinavelu entered into a sale agreement with Ms.Kalyani for purchase of the property.



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Ms.Kalyani, the daughter of the original landlord met with an accident and died on 28.10.2010. Some persons claiming to be the Class-II legal heirs of P.Balasundaram approached M.Rathinavelu, the father of the Revision Petitioner R.Varadaraj for deposit of rent. Also they informed that they are going to sell the property. For which the father of the Revision Petitioner Rathinavelu informed them that he had already given advance amount to Ms.Kalyani and if those persons claiming to be the Class-II legal heirs are ready to obtain the legal heirship certificate of P.Balasundaram, he is ready to purchase the so called property from them. To enforce the contract for sale of the property, M.Rathinavelu had filed a suit for specific performance of contract for sale of property in C.S.No.736 of 2011 before the original side of the High Court. Pending suit in C.S.No.736 of 2011, the father of the Revision petitioner M.Rathinavelu died on 27.04.2012. Therefore, the tenant Revision Petitioner Varadaraj filed a petition under Section 9(3) of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960 in R.C.O.P.No.2313 of 2013 against the persons who claimed to be Class-II legal heirs of P.Balasundaram and the person who claimed to have purchased the property from the Class-II legal heirs, Mr.Vaidyanathan, Partner of KK Builders, as Respondents 1 to 5 seeking permission of the



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Court to deposit the rent.

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3.2. In the meanwhile, K.Vaidyanathan, Partner of K.K.Builders, claiming to be the landlord of the property filed R.C.O.P.No.1659 of 2014 against the tenant R.Varadaraj as Respondent under Section 10(2)(i) & 10(2)(vii) of the Tamil Nadu Buildings (Lease and Rent Control) Act, 23 of 1973 and 1 of 1980 on the ground that the tenant had not paid or tendered rent in respect of the building and denial of the title of the landlord by the tenant as he had purchased the property from the Class-II legal heirs of Balasundaram as his only daughter Ms.Kalyani died in an accident.

3.3. After due enquiry, R.C.O.P.No.1659 of 2014 filed by the purchaser/landlord was allowed by the learned XI Judge, Court of Small Causes, Chennai, by order dated 04.10.2018 and eviction was ordered against the tenant. R.C.O.P.No.2313 of 2013 filed by the tenant/Revision Petitioner herein was dismissed by the learned XI Judge, Court of Small Causes, Chennai, by order dated 04.10.2018.

3.4. Aggrieved by the order dated 04.10.2018 passed in R.C.O.P.No.2313 of 2013, the tenant preferred R.C.A.No.796 of of 2018 before the learned VIII Judge, Small Causes Court, Chennai as Rent Control Appellate Authority. He had also filed R.C.A.No.797 of 2018 against the



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order dated 04.10.2018 passed in RCOP.No.1659 of 2014.

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3.5. After hearing both parties, the learned VIII Judge, Small Causes Court, Chennai as Rent Control Appellate Authority dismissed the Appeals filed by the tenant confirming the orders passed by the learned XI Judge, Court of Small Causes, Chennai, in R.C.O.P.No.1659 of 2014 and R.C.O.P.No.2313 of 203, dated 04.10.2018.

3.6. Aggrieved by the dismissal of the Appeal in R.C.A.No.797 of 2018 and R.C.A.No.796 of 2018, the tenant R.Varadaraj filed Civil Revision Petition No.387 of 2021 and Civil Revision Petition No.388 of 2021 respectively seeking to set side the Judgment and decree dated 27.11.2020 passed by the Rent Control Appellate Authority/learned VIII Judge, Court of Small Causes, Chennai, confirming the order dated 04.10.2018 passed in RCOP.No.1659 of 2014 and R.C.O.P.No.2313 of 2013 on the file of the learned XI Judge, Court of Small Causes, Chennai.

4. The learned Counsel for the Revision Petitioner submitted his arguments. It is the contention of the learned Counsel for the Revision Petitioner that the father of the Revision Petitioner was the original tenant. For forty years without any hindrance and without committing any default



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in payment, he had been a tenant. Subsequent to the death of his father, the Petitioner herein has been paying the rent. After the death of the landlord, his daughter Ms.Kalyani was receiving the rent. The father of the Revision Petitioner had entered into a sale agreement with Ms.Kalyani for purchase of the property. Subsequently, she died. Some persons claiming to be Class II legal heirs of Ms.Kalyani, had approached the Petitioner to vacate the property. The Petitioner submitted that his father had entered into a sale agreement with Ms,Kalyani. Subsequently, the said Class II legal heirs also came forward to enter into a sale agreement with the Petitioner. In those circumstances, the Petitioner had approached the learned Rent Controller for depositing the rent into the Court, since the ownership of the property was disputed.

5. It is the contention of the learned Counsel for the Petitioner that there is a doubt in the mind of the tenant as to whether the ownership dispute, is *bona fide* or not. RCOP was filed by the Class II legal heirs. The learned Rent Controller failed to appreciate those facts and dismissed the Petition. Now, subsequently, the builder had filed a Petition in R.C.O.P.No.1659 of 2014 for eviction and that was also ordered. The



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Petitioner sought to examine the witnesses and send the cheque to handwriting expert. That was rejected by the learned Rent Controller. Against which Civil Revision Petition No.4633 of 2017 was filed and subsequently it was dismissed as withdrawn on 06.09.2022. The Manager of Indian Bank was examined as witness on behalf of the Petitioner which was also rejected. Specific performance suit in C.S.No.736 of 2011 was filed by the father of the Petitioner against the persons who claimed to be Class II legal heirs of Kalyani. Therefore, it is the contention of the learned Counsel for the Revision Petitioner that the learned Rent Controller failed to appreciate the fact that the claim of the Petitioner is *bona fide*. Therefore, he seeks to allow these Civil Revision Petitions and set aside the orders passed by the learned Rent Controller.

6. He relied on the rulings of the Hon'ble Supreme Court in the case of ***Amit Kumar Shaw & Anr Vs. Farida Khatoon & Anr*** reported in ***(2005) 4 CTC 47 (SC)*** wherein the Hon'ble Supreme Court has observed as under:

“In the instant case, the applications for substitution were filed by the respective appellants in the second appeals which are still pending on the file of the High Court though it was filed in the



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year 1993. The appellants have properly, sufficiently and satisfactorily explained the delay in approaching the Court. We see bona fide in their explanation in not coming to the Court at the earliest point of time. Therefore, the appellants who are transferees pendente lite should be made as parties to the pending second appeals as prayed for by them. In our opinion, the High court has committed serious error in not ordering the applications for substitution filed by the appellants. In our view, the presence of the appellants are absolutely necessary in order to decide the appeals on merits. Since the High Court has committed error by rejecting the appellants' applications for substitution treating the same as additional parties and thereby rendering the appellants non-suited. We have no hesitation in setting aside the said orders and permit the appellants to come on record by way of substitution as prayed for. The High Court proceeded on a wrong premise that the appellants had made the application for addition of party whereas the application under consideration was for substitution as the owner had sold the suit property to the appellants and had no interest in the pending litigation.

In our opinion, the presence of the appellants was absolutely necessary since the appellants are the only persons who has got subsisting right, title and interest in the suit. The appellants are at liberty to contest the matter on merits.”

7. The learned Counsel for the Respondents submitted that the father of the revision Petitioner viz., Rathinavelu was a tenant in the demised premises. The premises belongs to one Balasundaram. He had purchased the property in the year 1977. The property is measuring 800 sq. ft. in Kodambakkam and it is a residential premises. The said Balasundaram, during his life time, issued notice to the tenant/R.Varadaraj to vacate the premises and hand over the vacant possession. Before



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initiating the RCOP proceedings, he died. Subsequently, his wife also died. Subsequently, his only daughter Ms.Kalyani also died in an accident. The Respondents are the legal heirs of P.Balasundaram and they are Class – II legal heirs as per the Hindu Succession Act. Subsequently, M.Rathinavelu died in the year 2012. Class – II Legal heirs of Balasundaram directed the tenant to vacate and hand over the vacant possession. The tenant disputed the claim of ownership of the Respondents as legal heirs of Balasundaram. Therefore, the Respondents herein filed RCOP.No.1659 of 2014 seeking eviction of the tenant on the ground of willful default and disputed the ownership of the property. The learned Counsel for the Respondents invited the attention of this Court to the Plaint in C.S.No.736 of 2011 filed before the Hon'ble High Court. The relevant portion is extracted hereunder:

“3. The Plaintiff submits that the schedule mentioned property was absolutely owned possessed by Balasundaram, who had let out the ground floor on monthly rent of Rs.250/- with an advance of Rs.1250/- to the Plaintiff in 1977. The Plaintiff was regularly paying the monthly rent to Balasundaram during his life time and after demise his only daughter Kalyani was collecting the rent from the Plaintiff on enhancing the rent and the latest rent was Rs.2000/- p.m.

4. The Plaintiff submits that Kalyani was spinster throughout her life and she was leading solitary life, dedicating herself to the religious activities. The Plaintiff submits that Kalyani, had expressed her willingness to sell the property to the Plaintiff during 2004. Therefore, the said Kalyani on 02.02.2004 had received Rs.50,000/- as advance for sale consideration of Rs.50,00,000/- to the said property



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and she orally agreed to sell the property to the Plaintiff. Since the Plaintiff was known Kalyani right from her childhood and the said Kalyani being extremely devotee of God, had not issued written agreement of sale. The Plaintiff submits that there are several Apex Court Judgments that oral contract is very much enforceable in any Court of law.”

8. He also invited the attention of this Court to the cross-examination of the tenant as R.W-1 in the rental proceedings. The Plaintiff M.Rathinavelu died in the year 2012 and his legal heirs were impleaded. The Civil Suit was dismissed by the Original Side of this Court. The said suit was filed by the tenant viz., M.Rathinavelu, for execution of sale deed against the legal heirs of Ms.Kalyani before the original side of this Court as C.S.No.736/2011. On 25.10.2013, sale deed document No.3880/2013 on the file of the Sub Registrar, Kodambakkam was executed in favour of Vaidyanathan by the Class – II legal heir of P.Balasundaram which was marked as Ex.P-9. The vendor of the sale deed has seven shares and that had been purchased from the Respondents by Vaidyanathan.

9. The learned Counsel for the Respondents invited the attention of this Court to Ex.P-11 which is a notice sent by the Class- II legal heirs of P.Balasundaram directing the tenant to vacate and hand over the possession and attornment of lease. The learned Counsel for the Respondents invited



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the attention of this Court to the reply notice wherein he had mentioned about filing of RCOP.No.2313 of 2013 to deposit rent into the Court viz., learned X Judge, Court of Small Causes and requested the Respondents in this Revision Petition to obtain Legal Heir Certificate regarding title of the property to collect the rent. The said reply notice was marked as Ex.P-13. Therefore, the third Respondent Vaidyanathan had filed RCOP No.1659 of 2014 for eviction of the tenant on two grounds – viz., (i) Non-payment of rent and (ii) denial of title as not *bona fide*. The learned Counsel for the Respondents invited the attention of this Court to the Counter filed by the Respondent in RCOP No.1659 of 2014 in which it is stated that RCOP.No.2313/2013 had been filed by the tenant for deposit of rent into Court. As per the Counter in RCOP. No.1659/2014, the Respondent therein Varadaraj had disputed the title of Vaidyanathan. Also, he invited the attention of this Court to the criminal complaint filed by the Respondent in RCOP/Varadaraj in which the vendor of the Respondent is arrayed as an Accused. The said complaint was not marked on the side of the Respondent in RCOP proceedings or before the learned Rent Control Appellate Authority.



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10. The learned Counsel for the Respondent also invited the attention of this Court to the deposition of the Chief Manager, Indian Bank, West Mambalam, who was examined as witness on the side of the Prosecution before the learned XVII Judge, Metropolitan Magistrate, Saidapet and the adjudication of the learned Metropolitan Magistrate XVII, Saidapet in C.C.No.1250/2016, dated 22.03.2016, which reads as follows:

“Complainant present. Records and documents filed by the Complainant side case fully perused.

The Complainant submits that the Accused 1 to 7 had registered the sale deed without any authorised legal heir certificate and to cheat, they fraudulently and dishonestly had used the forged death certificate of the landlady Miss.Kalyani as genuine one knowing fully well that it was a forged death certificate and there by all of them had committed offences punishable u/s. 468 r/w. 471 IPC. After that obtained a second Death Certificate liable to be punished u/s.419 r/w. 34 IPC.

And also A-1 to A-7 liable to be punished u/s.120(b), 465, 464, 467, 468 r/w. 471, 419, 420 r/w. 34 IPC for cheating.

The Complainant side witnesses L.W-1 to L.W-5 and documents -1 to 10 shows a prima facie case made out. Hence case taken on file u/s. 120(b), 465, 464, 467, 468 r/w. 471, 419, 420 r/w. 34 IPC. Issue summons to A-1 to A-7. Call on 13.04.2016.”

11. Ex.R-6 and Ex.R-7 were marked during the enquiry in the rental proceedings in RCOP.No.1659 of 2014. He invited the attention of this Court to the Order of the learned VIII Assistant Judge, City Civil Court,



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Chennai in O.S.No.3055 of 2014, dated 09.12.2014 which is an ex-parte order. The eviction proceedings in RCOP.No.1659 of 2014 was allowed granting a decree of injunction in favour of Class-II legal heirs and against the sons and daughter of M.Rathinavelu/original tenant in the premises. The tenant had raised legal heir certificate and criminal complaint filed by the tenant to dispute the title claimed by the Respondents/Defendants in C.S.No.736 of 2011. The learned Counsel for the Respondents invited the attention of this Court to the cross-examination of the Revision Petitioner herein as R.W-1 in RCOP No.1659 of 2014. In the cross-examination in RCOP. No. 1659 of 2014, the Revision Petitioner had admitted that the Class-II legal heirs had sold the property to the Respondent herein. Also, the suggestion of the learned Counsel for the landlord in RCOP.No.1659 of 2014 that after the death of Ms.Kalyani, the tenant in the leased premises M.Rathinavelu had approached the High Court by filing a Suit for specific performance of contract for sale is admitted by the Respondent herein. Also, he admitted that from the date of death of Ms.Kalyani, the tenant has been paying monthly rent of Rs.2,000/- and he had admitted that on the death of his father M.Rathinavelu, she impleaded the legal heirs of the tenant M.Rathinavelu. Further, he submitted that as the agreement of sale



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holder, he had not caused any legal notice to the so-called landlord in RCOP.No.1659 of 2014. He is not liable to be a victim. The Petitioner in this Civil Revision Petition, who was the Respondent in RCOP.No.1659 of 2014 had admitted that his father had entered into a lease agreement whereas the Respondent in this Civil Revision Petition had purchased the property. Also, the Plaintiff in the Suit had admitted that the sale deed had not been cancelled. The Suit was dismissed. Against which the son of the tenant filed the appeal before the Inspector General of Registration.

12. The learned Counsel for the Respondents invited the attention of this Court to the Cross-examination of Varadaraj Revision Petitioner herein.

The relevant portion reads as follows:

“மேற்சொன்ன ஓ.எஸ்.3055 14 வழக்கின் பிரதிவாதிகள் 7 பேர் தவிர வேறு யாரும் இறந்து போன கல்யாணியின் இரண்டாம் வகுப்பு வாரிசுகள் என்று என்னிடம் வரவில்லை என்று சொன்னால் சரியல்ல. வந்தார்கள். அவர்களின் பெயர்களை என்ன என்றால் பட்டாபிராமன், விஜயலட்சுமி ஆகியோர் வந்தார்கள், மேற்படி நபர்கள் நான் தாக்கல் செய்த குறித்த வகை நிவாரண சட்டத்தின் கீழ் வழக்கில் எதிர்மனுதாரராக சேர்த்துள்ளேன். வேறு நபர்கள் மனுச்சொத்திற்கு உரிமை கோருகிறார்கள் என்று ஆர்.சி.ஓ.பி. எண் 2313.13 என்ற வழக்கு தாக்கல் செய்துள்ளேன் என்றால் சரிதான். மேற்படி ஆர்.சி.ஓ.பி. வழக்கில் பட்டாபிராமன் மற்றும் விஜயலட்சுமி இருவரும் எதிர்மனுதாரர்களாக சேர்க்கவில்லை என்று சொன்னால் சரிதான். அவர்கள் என்னிடம் வாடகை கேட்காததால் சேர்க்கவில்லை. மேற்படி ஆர்.சி.ஓ.பி. வழக்கில் என்னிடம் வாடகை கேட்ட 3 எதிர்மனுதாரர்களை சேர்த்துள்ளேன்.



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புவனேஸ்வரி என்பவர் மனநிலை சரியில்லாத காரணத்தினால் அவர் சொத்தை எழுதிக்கொடுக்கவில்லை என்றால் அது பற்றி எனக்கு தெரியாது. எனது பிரமான வாக்குமூலத்தில் உரிமை பிரச்சினை இருக்கிறது என்பதால் வாடகை பணத்தை தனியாக ஒரு கணக்கில் செலுத்திவருவதாக சொல்லியுள்ளதற்கு இந்நீதிமன்றத்தில் ஆதாரம் தாக்கல் செய்துள்ளேனா என்றால் இல்லை,

11வது சிறுவழக்குகள் நீதிமன்றத்தில் நிலுவையில் இருந்த ஆர்.சி.ஓ,பி.182,12 என்ற வழக்கில் இறந்த நபரின் கையொப்பத்தை போர்ஜரி செய்தார்கள் என்று நடவடிக்கை எடுக்கச்சொல்லி மனு தாக்கல் செய்தேன் என்றால் சரிதான். மேற்படி மனு தள்ளுபடி செய்யப்பட்டது என்றால் சரிதான். வாடகை கட்டுப்பாட்டு அலுவலர் நீதிமன்றம் என்ற வரையறைக்குள் வராத காரணத்தினால் தள்ளுபடி செய்யப்பட்டது. நான் தாக்கல் செய்துள்ள மேல்முறையீடு நிலுவையில் உள்ளது. எனது பிராமண வாக்குமூலத்தில் ஆவணங்கள் போர்ஜரி செய்யப்பட்டது தொடர்பாக கையெழுத்து நிபுணர் அறிக்கை பெறப்பட்டுள்ளது என்று சொல்லியுள்ளது நான் தாக்கல் செய்த தனிப்புகாரின் பேரில் கையெழுத்து நிபுணர் 17வது பெருநகர நீதிமன்றம், சைதாப்பேட்டையில் சாட்சியம் சொன்னார். மாண்புமிகு சென்னை உயர்நீதிமன்றத்தில் சி.எஸ்.736/2011 வழக்கில் நான் தாக்கல் செய்துள்ள மனுவை இறந்து போன கல்யாணி என்பவர் மனுச்சொத்தின் சுவாதீனத்தை ஒப்படைத்ததாக சொல்லியுள்ளேனா என்றால் அவ்வாறு சொல்லவில்லை. முன்பணம் வாங்கியதாக சொல்லியுள்ளேன், நான் தாக்கல் செய்துள்ள புகைப்படங்கள் எந்த தேதியில் எடுக்கப்பட்டது என்று புகைப்படத்தில் இல்லை என்றால் சரிதான்.

மனுச்சொத்தில் மனுதாரருக்கு உரிமை இல்லை என்று என்னை தவிர வேறு யாரும் இதுவரை சொல்லவில்லை என்றால் அது பற்றி எனக்கு தெரியாது, சைதாப்பேட்டை பெருநகர நீதிமன்றத்தில் மனுச்சொத்தை மனுதாரருக்கு விற்ற நபர்களுக்கு பண பரிவர்த்தனை நடக்கவில்லை என்று சொல்லியுள்ளேன் என்றால் பண பரிவர்த்தனையில் காசோலைகளில் மோசடி நடந்துள்ளதாக சொல்லியுள்ளேன். மேற்சொன்ன காசோலைகளில் தொடர்புடைய நபர்கள் பணம் வரவில்லை என்று எந்த புகாரும் தெரிவிக்கவில்லை என்றால் அது பற்றி எனக்கு தெரியாது. 2014 மே மாதத்திற்கு பின்னர் சி.எஸ்.736/2011 வழக்கின் பிரதிவாதிகள் என்னை சந்தித்து மனுச்சொத்தில் மனுதாரருக்கு உரிமை இல்லை என்று என்னிடம் கூறினார்கள் என்றால் அவர்கள் என்னை பார்க்கவில்லை. நான் காவல்துறையில் பணியாற்றி ஓய்வு பெற்றுள்ளேன் என்றால் விருப்ப ஓய்வு



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பெற்றுள்ளேன். இந்த வழக்கிடை சொத்தை பொருத்த வரையில் வாடகைதாரர் என்ற உரிமையை நான் மட்டும் தான் கோருகிறேன் என்றும், எனது தந்தையின் மற்ற வாரிசுகள் கோரவில்லை என்று சொன்னால் சரியல்ல. ஆர்.சி.ஓ.பி.2313/13 வழக்கில் என்னை தவிர எனது தந்தையின் வாரிசுகள் மனுதாரர்களாக இல்லை என்று சொன்னால் சரிதான். குறித்த வகை நிறைவேற்று சட்டத்தின் கீழ் நான் தாக்கல் செய்த வழக்கில் எனது தந்தையின் வாரிசுகள் அனைவருக்கும் உரிமை உண்டு என்று சொல்லியுள்ளேன் என்றும், நான் மட்டுமே மனுச்சொத்தில் வசிப்பதால் வாடகைதாரர் என்ற உரிமை மட்டுமே எனக்கு உண்டு என்று சொல்லியுள்ளேன் என்றால் சரிதான்.

2014 மே மாதத்திற்கு பின்னர் மனுதாரர் வாடகை கொடுக்க வேண்டும் என்று அறிவிப்பு அனுப்பியதற்கு பின்னர் மனுச்சொத்திற்கு வேறு யாரும் வாடகை பணம் கொடுக்கவேண்டும் என்றும், முனச்சொத்திற்கு உரிமை உள்ளது என்றும் உரிமை கோரினார்களா என்றால் வேறு யாரும் கோரவில்லை. இறந்து போன கல்யாணியின் குடும்பத்தை சேர்ந்த நபர் நான் இல்லை என்றால் சரிதான். கல்யாணியின் உறவினர்களோ, வாரிசுகளோ மனுதாரருக்கு மனுச்சொத்தில் உரிமை உள்ளதை மறுக்கவில்லை என்றும், நான் தான் மனுச்சொத்தை அபகரிப்பதற்காக மனுதாரரின் உரிமையை மறுத்து வழக்கு தாக்கல் செய்துள்ளேன் என்றால் சரியல்ல. நான் குறிப்பிட்டுள்ள முதல் தகவல் அறிக்கையில் குற்றவாளியாக எதிர்மனுதாரர் இல்லை என்று சொன்னால் சரியல்ல. நான் ஓய்வு பெற்ற காவல்துறை அதிகாரி என்ற வகையில் மனுதாரர் மீது குற்ற வழக்கு மேற்கொண்டு அது தள்ளுபடி செய்யப்பட்டது என்றால் சரியல்ல. மனுச்சொத்தை அபகரிப்பதற்காக மனுதாரர் எங்கெல்லாம் கட்டிடம் கட்டுகிறாரா அவற்றை எதிர்த்து உயர்நீதிமன்றத்தில் வழக்கு தாக்கல் செய்துள்ளேன் என்றால் தவறு.”

13. Also, he invited the attention of this Court to the Writ Petition in W.P.No.23764 of 2014 filed by the Revision Petitioner/Varadaraj. The relevant portion reads as follows:

“3. Today, the learned Standing Counsel appearing for the Respondents 1 to 3 has produced an Order/Stop work notice/notice calling for approved plan, dated 13.09.2014, addressed to this fourth



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respondent stating that on the basis of the inspection made on 12.09.2014, it was noted that without any approved plan, the building was constructed by the fourth respondent and no approved plan was exhibited at the site and hence, the fourth respondent was requested to stop the work immediately and confirm in writing the fact of having done so, within three days from the date of receipt of the notice, failing which action will be initiated under the provisions of the Town and Country Planning Act, 1971.”

14. The learned Counsel for the Revision Petitioner admitted that the sale deed executed by the Respondents/vendors in favour of the Respondent is not cancelled. The suit was dismissed and against which the son of the tenant/Varadaraj had filed an appeal before the Inspector General of Registration.

15. In the cross-examination of the tenant, he had claimed to be in possession as purchaser based on the part performance of contract and there was no default in deposit of rent. The marking of the deposition of RCOP.No.1659 of 2014 exhibits the conduct of the Respondent in RCOP.No.1659 of 2014.

16. The learned Counsel for the Respondents raised a query when the son of the tenant had raised the dispute regarding the ownership of the leased premises, his evidence in the cross-examination would clearly go to



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show that he had admitted the purchase of the property from the class-II legal heirs of Balasundaram. Therefore, the Court has to draw an adverse inference against the conduct of the Revision Petitioner/tenant in RCOP is taking contrary stand. On the one hand, he admits the purchase of the property by the Respondent in this Civil Revision Petition. On the other hand, he raised a dispute over the ownership and had not paid rent.

17. The learned Counsel for the Respondents invited the attention of this Court to the Petition in I.A.No.15442 of 2017 in O.S.No.3055 of 2014 filed by the landlord in the Suit to reject the Plaint was dismissed. Against which, the Respondents herein had filed CRP(PD).No.3036 of 2018, which was allowed, as per order dated 19.07.2021. The relevant portion reads as follows:

“14. The Hon'ble Supreme Court held that, if on an entire and meaningful reading of the Plaint, it is found that the Suit is manifestly vexatious and meritless in the sense of not disclosing any right to sue, the Court should exercise power under Order VII Rule 11 CPC.

15. As stated supra, in the present Suit has been filed by the respondents herein in the capacity of tenant challenging the compromise decree entered between the Petitioner's family members. Therefore, they have no right to challenge the decree passed in O.S.No.8604/2011 dated 29.01.2013. Therefore, the present Suit is not a valid suit in the case on hand and the plaint in the present



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impugned suit is liable to be rejected.

16. Therefore, the Order dated 07.04.2018 made in I.A.No.15442 of 2017 in O.S.No.3055 of 2014 on the file of XI Assistant City Civil Judge, Chennai is set aside. The plaint in O.S.No.3055 of 2014 suit is rejected.”

18. Therefore, the claim of Varadaraj as tenant challenging the preliminary decree when the Suit in O.S.No.8604/2011 filed by him was rejected under Order VII, Rule 11 of Civil Procedure Code.

19. Also, he invited the attention of this Court to the dismissal order of SLP.No.1251 of 2022 filed by the tenant/Varadaraj before the Hon'ble Supreme Court against quashing of the criminal complaint in CrI.O.P.No.12485 of 2017. The conduct of the tenant/Revision Petitioner before different forum is contradictory to each other. The criminal complaint filed by him claiming against the Respondent/purchaser of the property about the disputed ownership of the property and in the course of the evidence admitting the purchaser of the property from the class – II legal heirs of P.Balasundaram and Ms.Kalyani, having been admitted in the cross-examination. He had also admitted that his father had filed the suit for specific performance against the very same persons who are the class-II legal heirs. He had also sought permission from the District Collector under



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the Tamil Nadu Buildings (Lease and Rent) Control Act or the revised new legislation i.e., The Tamil Nadu Regulation of Rights and Responsibilities of Landlords and tenant Act, 2017 seeking permission for depositing of rent to the District Collector on the ground of dispute raised by him. When the dispute had attained finality, the tenant had filed the Suit for specific performance against the very same legal heirs i.e., the previous landlords. Therefore, the Court has to draw adverse inference against the conduct of the tenant/Varadaraj. The legal heirs of earlier tenant/M.Rathinavelu disputed the legal heirs of the original landlord, class-II legal heirs of P.Balasundaram by not paying rent. The tenant is estopped from disputing the ownership of the class-II legal heirs of P.Balasundaram when his father/original tenant M.Rathinavelu himself had filed the Suit for specific performance against the very same class-II legal heirs, *prima facie*, proves the title of the Class-II legal heirs of P.Balasundaram as the landlord. Therefore, *prima facie*, the title of the owner of the landlord has to discharge the sale deed is challenged before the Inspector General of Registration . The Class-II legal heirs, against whom the sale deed had been challenged, are not parties to the dispute before the Inspector General of Registration. The learned Counsel for the Respondents relied on the



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following rulings:

(i) **(1977) 2 SCC 814** in the case of **Kanta Goel Vs. B.P.Pathak and**

Others wherein the Hon'ble Supreme Court has held as follows:

“Rent Control and Eviction – Delhi Rent Control Act (59 of 1958), Sections 14A and 25B – Government Servant evicted from Government premises – Can invoke Section 14 A for evicting a tenant from his own premises but cannot invoke provision to evict more than one tenant holding different premises under him – Words and Phrases - 'In his name', 'let out by him' apply to owner and his heir”

(ii) **(1989) 1 SCC 444** in the case of **Pal Singh Vs. Sunder Singh**

(Dead) By Lrs and Others wherein the Hon'ble Supreme Court has held as

follows:

“Rent Control and Eviction – Landlord – Co-landlord – Failure to implead other co-owners in eviction suit -Tenant paying rent to Plaintiff co-owner – Others not objecting to Plaintiff co-owner's claim for eviction – In the circumstances held, suit maintainable.

(iii) **(2002) 6 SCC 16** in the case of **Dhannalal Vs. Kalawatibai and**

Others wherein the Hon'ble Supreme Court has held as follows:

“16. It is well settled by at least three decisions of this Court, namely, Sri Ram Pasricha v. Jagannath, Kanta Goel v. B.P.Pathak and Pal Singh v. Sunder Singh that one of the co-owners can alone and in his own right file a Suit for ejectment of the tenant and it is no defence open to the tenant to question the maintainability of the Suit on the ground that the other co-owners were not joined as parties to the Suit. When the property forming the subject-matter of eviction proceedings is owned by several owners, every co-owner owns every part and every bit of the joint property along with others and it cannot be said that he is only a part-owner or a fractional owner of



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the property so long as the property has not been partitioned. He can alone maintain a Suit for reviction of the tenant without joining the other co-owners if such other co-owners do not object. In Sri Ram Pasricha case reliance was placed by the tenant on the English rule that if two or more landlords institute a Suit for possession on the ground that a dwelling house is required for occupation of one of them as a residence the Suit would fail; the requirement must be of all the landlords. The Court noted that the English rule was not followed by the High Courts of Calcutta and Gujarat which High Courts have respectfully dissented from the rule of English law. This Court held that a decree could be passed in favour of the Plaintiff though he was not the absolute and full owner of the premises because he required the premises for his own use and also satisfied the requirement of being "if he is the owner", the expression as employed by Section 13(1) (f) of the W.B. Premises Tenancy Act, 1956."

(iv) (2016) 3 SCC 296 in the case of **Kasthuri Radhakrishnan and**

Others Vs. M.Chinniyan and another wherein the Hon'ble Supreme Court

has held as follows:

"14. As a result of review being allowed CRP.No.337 of 2002 was restored to file for its hearing on merits. The High Court, this time, by the impugned Order dated 11-7-2007 allowed the revision filed by Respondent 1 on two legal grounds and set aside the Order of the first Appellate Court and also of the Rent Controlling Authority. As a consequence thereof, the eviction petition (RCOP No.26 of 1998) filed by the Appellants was dismissed. It was held that the eviction petition filed by the Appellant is not maintainable because the daughter of late A.Radhakrishnan, R.Kanjana was not made a party to the eviction petition. According to the High Court, she being one of the co-owners of the Suit premises was a necessary party to eviction petition. It was also held that the Appellants failed to establish the relationship of landlord and tenant with Respondent 1 and on the other hand it appeared that tenancy in relation to Suit property was between Dhanapal and Respondent 1. The High Court thus allowed the respondents' revision essentially on these two grounds."



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“28. Similarly, so far as the scope and nature of inquiry, which is required to be undertaken to examine the title of the landlord in eviction matter is concerned, it also remains no more re integra and stands settled in Sheela v. Firm Prahlad Rai Prem Prakash. R.C.Lahoti.J. (as His Lordship then was) speaking for the Bench held that: (SCC pp.383-84, para 10)”

(v) 2000-1-L.W.897 in the case of S.Sugumaran Vs. Seenu @ Natarajan it has been held as under:

“19. It is clear from the above decision that merely because he happened to be in possession he cannot claim protection of Section 53-A unless he is also ready to take sale deed in his favour. Even for the purpose of defence, he has to prove the ingredients of Section 16 of Specific Relief Act. Once it is found that the agreement is not proved to be prima facie genuine and also he is not entitled to the benefit of Section 53-A of Transfer of Property Act, it can only be held that denial of title is not bona fide. In that view of the matter on the basis of decision reported in AIR 1989 SC 2187 (M.Subbarao v. P.V.K.Krishna Rao), eviction can be ordered in this proceeding itself though that is not a ground for eviction.”

(vi) (2019) 4 SCC 153 in the case of H.K.Sharma Vs. Ram Lal wherein the Hon'ble Supreme Court has held as follows:

“23. In other words, the question that arises for consideration is when the lessor enters into an agreement to sell the tenanted property to his lessee during the subsistence of the lease, whether execution of such agreement would ipso facto result in determination of the lease and sever the relationship of lessor and the lessee in relation to the leased property.

24. In our considered opinion, the aforementioned question has to be decided keeping in view the provisions of [Section 111](#) of the TP Act and the intention of the parties to the lease whether the parties intended to surrender the lease on execution of such agreement in relation to the tenanted premises or they intended to keep the lease subsisting notwithstanding the execution of such



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agreement.

25. Chapter V of the TP Act deals with the leases of Immoveable property. This chapter consists of [Section 105](#) to [Section 117](#).

26. A lease of an immoveable property is a contract between the lessor and the lessee. Their rights are governed by [Sections 105](#) to [117](#) of TP Act read with the respective State Rent Laws enacted by the State. [Section 111](#) of the TP Act deals with the determination of lease. Clauses (a) to (h) set out the grounds on which a lease of an immoveable property can be determined. Clauses (e) and (f) with which we are concerned here provide that a lease can be determined by an express surrender; in case, the lessee yields up his interest under the lease to the lessor by mutual agreement between them whereas Clause (f) provides that the lease can be determined by implied surrender.

27. This Court in the case of [Shah Mathuradas Maganlal & Co. vs. Nagappa Shankarappa Malage & Ors.](#), (1976) 3 SCC 660 considered the scope of clauses (e) and (f) of [Section 111](#) of the TP Act and laid down the following principle in Para 19 as under:

“19. A surrender under clauses (e) and (f) of [section 111](#) of the Transfer of Property Act, is an yielding up of the term of the lessee's interest to him who has the immediate reversion or the lessor's interest. It takes effect like a contract by mutual consent on the lessor's acceptance of the act of the lessee. The lessee cannot, therefore, surrender unless the term is vested in him; and the surrender must be to a person in whom the immediate reversion expectant on the term is vested. Implied surrender by operation of law occurs by the creation of a new relationship, or by relinquishment of possession. It the lessee accepts a new lease that in itself is a surrender. Surrender can also be implied from the consent of the parties or from such facts as the relinquishment of possession by the lessee and taking over possession by the lessor. Relinquishment of possession operates as an implied surrender. There must be a taking of possession, not necessarily a physical taking, but something amounting to a virtual taking of possession. Whether this has occurred is a question of fact.”



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(vii) **1996 (I) CTC 398** in the case of **Jessie Thavamani Vs. Liakath**

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Basha it has been observed as follows:

“11.....I am of the same view that an oral agreement to sell would not terminate the landlord-tenant relationship and even if there was an agreement of sale it had to be in writing and the agreement itself should, in clear terms, specify that the landlord-tenant relationship was being terminated and that there was no future liability on the part of the tenant to pay rent to the landlord and in the absence of such specific recitals in the written agreement the mere oral agreement of sale would not exonerate the tenant from continuing to pay rent to the landlord. In this case, admittedly, the tenant has not paid any rent to the respondent herein, even after the notice. The explanation offered by the Petitioner herein is not at all acceptable.”

(viii) **2015-4-L.W.674** in the case of **M.K.Balan (Deceased) & Others**

Vs. R.Balasubramanian it has been observed as follows:

“12. It is not the case of the revision petitioners that the decree passed by the trial Court in O.S.No.3743 of 2004 had been stayed by the appellate Court in A.S.No.6 of 2006. It is a fact not in dispute that the decree of the trial Court in O.S.No.3743 of 2004, as confirmed by the appellate Court in A.S.No.6 of 2006, was not stayed by this Court on the date on which the revision petitioners got orders from the Revenue Division Officer granting permission to deposit the rent. Section 9(3) of the Tamil Buildings (Lease and Rent Control) Act, 1960 enables the tenant, who entertains a benefit of doubt as to the person entitled to receive the rent, to deposit such rent before the authority prescribed. But such authority shall be only the custodian of the rent deposited under such provision without any power to adjudicate upon as to who was entitled to receive the rent. The only course open to such authority is to receive the rent and it shall be the duty of the tenant, thus making a deposit with the prescribed authority, to submit a report to the Rent Controller stating the circumstances under which such deposit was made by him. Only in such an event, the tenant can continue to deposit the rent for the subsequent period before the same authority in the same manner until



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such doubt is removed or the dispute is settled by the decision of a competent Court or by a settlement between the parties. Such a privilege to deposit the rent with the prescribed authority will come to an end once the Rent Controller makes an order under sub-section 4(b).

13. In this regard, till 25.01.2001, no authority was prescribed as the authority competent to receive the rent under Section 9(3) of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960. By G.O.Ms.43, Housing and Urban Development Department (Audit Department), dated 25.01.2001 alone, the Revenue Divisional Officers concerned in the respective District and Collector in Chennai City have been notified to be the prescribed authorities to receive deposit of rent under Section 9(3) of the Tamil Buildings (Lease and Rent Control) Act, 1960. The notification also states that the deposit shall be made in cash. Except receiving and keeping it for disposal in accordance with the order of the Rent Controller, the prescribed authority has no decision making power. The provision mandates that the tenant, who chooses to make such deposit, to submit a report to the Rent Controller who shall thereupon proceed to find out whether there is any bona fide dispute and direct deposit of rent until removal of the doubt and direct deposit of the rent with the said authority pending removal of the doubt or settlement of the dispute in case it is satisfied with the existence of such bona fide doubt or dispute. In case the Rent Controller is not so satisfied, the Rent Controller shall forthwith order payment of the amount deposited with the authority to the landlord.”

20. The tenant had filed RCOP.No.2313 of 2013 under Section 9 (3) of the Tamil Nadu Building (Lease and Rent) Control Act seeking permission of the Court to deposit of rent into the Court. In M.P.No.89 of 2017 in RCOP.No.1659 of 2014 seeking the direction of the Court to issue subpoena to the Indian Bank Manager, West Mambalam which was dismissed. Against which the tenant filed RCA.SR.No.35037 of 2017



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which was also dismissed. Against which he preferred CRP(PD).No.4633 of 2017. CRP.No.3856 of 2015 filed by the tenant was also dismissed as withdrawn. He sought leave. Leave was not granted. Again, CRP (NPD) No.4390 of 2015 was filed on the same cause of action which was disposed off on the same ground on merit. After all these developments, the tenant had filed complaint before the Bar Council against the Counsel for the landlord. After enquiry, the complaint was dismissed by the Bar Council.

Point for Consideration:

Whether the Judgment and decree dated 27.11.2020 passed in RCA.Nos.797/2018 & 796/2018 by the Rent Control Appellate Authority/learned VIII Judge, Court of Small Causes, Chennai, confirming the order dated 04.10.2018 passed in RCOP.Nos.1659/2014 & 2313/2013 on the file of the learned XI Judge/Rent Controller, Court of Small Causes, Chennai are to be set aside as perverse?

21. On consideration of the rival submissions and the rulings cited by the respective parties and on a perusal of the Order passed by the learned X Judge and the learned VIII Judge, Court of Small Causes dismissing the Appeal filed by the tenant in RCOP.No.1659 of 2014 and RCOP.No.2313 of 2013 dated 04.10.2018 against which the learned Rent Control Appellate



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Authority under Section 23 of Tamil Nadu Buildings (Lease and Rent Control) Act, 1960, is found to be having no merit. What had been argued by the learned Counsel for the Revision Petitioner is found to have been rejected in the light of the evidence available before the learned Rent Controller.

22. The learned Rent Controller had clearly, in his Order, stated that the learned Rent Controller does not have the discretion to decide the title of the property. As far as he is concerned, the ownership of the property had to be considered based on the title deeds. The landlord viz., Vaidyanathan, who is the Petitioner in RCOP.No.1659 of 2014 had claimed title from 1977, the sale deed through which P.Balasundaram claimed ownership of the property. Subsequent to the death of P.Balasundaram, his wife viz., Karpagavalli was the owner to whom the tenant had paid the rent. Subsequent to the death of the wife of P.Balasundaram, the only daughter of P.Balasundaram viz., Ms.Kalyani was the owner of the property. Subsequently Ms.Kalyani also died in an accident. Therefore, Class – II Legal Heirs of P.Balasundaram viz., Ms.Kalyani had caused notice to the tenant/R.Varadaraj to hand over the possession of the property. The said



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tenant/R.Varadaraj claimed that he had already entered into a sale agreement with the daughter of P.Balasundaram viz., Ms.Kalyani by paying an amount of Rs.50,000/- through oral sale agreement. Therefore, he requested the so-called Class-II Legal Heirs to produce Legal Heir Certificate and execute the sale deed. Since they had not come forward to execute the sale deed, the tenant/R.Varadaraj had approached the Hon'ble High Court by filing a Civil Suit for specific performance for execution of sale deed based on the oral agreement. The Civil Suit pending on the file of the Original Side of this Court was dismissed after the death of P.Balasundaram/Kalyani. The learned Rent Controller had on appreciation of evidence and on the admission of the fourth Respondent, R.W-1 K.Vaidyanathan and the son of the original tenant/R.Varadaraj, the Respondent in RCOP.No.1659/2014 had also given reply notice to the Petitioner for the attornment of loan, admitted the ownership. On the basis of the sale deed executed on behalf of the original landlord by the Class-II Legal Heirs in favour of the Petitioner in RCOP.No.1659/2014 and on the basis of the appreciation of the evidence before the learned Rent Controller, the learned Rent Controller had arrived at a conclusion that the grounds raised in the RCOP are 1) willful default, 2)disputing the ownership, had



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passed Orders on appreciation of evidence stating that the tenant had committed willful default and also disputing the title of ownership and directing the tenant to vacate and hand over the possession. In the same Order, the learned Judge had also discussed about the contention of the learned Counsel for the Respondent/Tenant that the Class-II Legal Heirs had not obtained Legal Heirs Certificate from the Competent Authority as directed by the original tenant/R.Varadaraj who was the Plaintiff in Civil Suit filed for specific performance. When they have not obtained such Legal Heir Certificate and if the Civil Suit is decreed, the tenant herein can seek appropriate relief against the present Petitioner/landlord. As far as the learned Rent Controller is concerned, he has to go by the sale deed produced by K.Vaidyanathan from Class – II Legal Heirs of P.Balasundaram and Ms.Kalyani and also in the same order of the learned Judge on appreciation of evidence stating that on the date of passing of Order in RCOP.No.1659/2014, no rival claims from the legal heirs of Ms.Kalyani or P.Balasundaram and there is no proof of such rival claim. Therefore, the tenant ought to have paid rent. Also, in the very same Order, it is observed by the learned Rent Controller that the father of the present tenant/original tenant had also filed the Suit for specific performance against the very same



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Class-II legal heirs and the present tenant is estopped from disputing the claim of title of the landlord and had arrived at a conclusion that the tenant had committed willful default and disputing the ownership of the landlord. The grounds raised in the R.C.O.P.No.1659 of 2014 filed by the landlord seeking eviction of the tenant were proved in evidence and also it was observed that the contention of the tenant that the co-owner cannot evict the tenant. Based on the ruling cited by the learned Counsel for the landlord, the learned Rent Controller had arrived at a conclusion that the co-owner can maintain a Suit for eviction. It is the contention of the learned Counsel for the tenant that one of the Legal Heirs by name Bhuvaneswari had not sold her share. It is the contention of the landlord that the said Bhuvaneswari was a mentally affected person for whom the other persons had not come forward to sell her share. The said Bhuvaneswari had not resisted that on her behalf, the other relatives have registered the disputed sale deed or disputed the claim of K.Vaidyanathan as the owner of the property. Therefore, the learned Judge rejected the contention that the co-owner cannot maintain the Petition for eviction.

23. In the Appeal, the grounds raised by the tenant as Appellant was rejected by the learned Rent Control Appellate Authority based on the



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rulings cited by the learned Counsel for the Respondent/landlord in the Appeal.

24. There is a clear finding by the learned Rent Controller based on the proper appreciation of evidence. In the appeal, the learned Appellate Judge/learned Rent Control Appellate Authority had assessed the evidence and arrived at the same conclusion that the finding of the learned Rent Controller was not erroneous thereby confirmed the finding of the learned Rent Controller and rejected the Appeal.

25. When there is concurrent finding, this Court, exercising the power of Revision under Section 25 of the Tamil Nadu Buildings (Lease and Rent) Control Act cannot interfere with the finding of facts.

26. As per the submissions advanced by both parties, the submissions of the learned Counsel for the Respondents that the tenant herein had admitted in the evidence that the Petitioner in RCOP.No.1659 of 2014 had purchased the property from the Class – II legal heirs of Kalyani, the same Class II Legal Heirs are Defendants in the Suit. The Suit was filed



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by the father of the Revision Petitioner who was the original tenant of the property. Therefore, the present tenant/Revision Petitioner is estopped from disputing the sale deed. As the father of the present tenant himself had filed the Suit for specific performance on the alleged oral sale agreement entered into with the said Ms.Kalyani. Since the Class-II legal heirs claimed that they are the Class – II Legal Heirs, the father of the present tenant/original tenant had filed Civil Suit before the original side of this Court for specific performance of contract for sale of the property.

27. In the course of the order in RCOP, the learned Rent Controller had also observed that the tenant is not in possession of the property as the owner of the property in the light of the alleged sale agreement deed. As there is no registered sale agreement, the sale agreement claimed by the original tenant was oral sale agreement with the deceased Ms.Kalyani. He had never claimed possession on the basis of the agreement. On the basis of the Suit filed by his father before the Original Side of this Court, the Revision Petitioner as son of the original tenant, is duty bound to pay rent to the owner who had purchased the property and is estopped from denial of ownership of property. Instead he had disputed the said ownership.



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Therefore, the learned Rent Controller had rightly passed the Order in favour of the landlord on the basis of the said sale deed.

28. In these Revisions, the learned Counsel for the Respondents invited the attention of this Court to the conduct of the tenant for filing Criminal Complaint before the learned XVII Metropolitan Magistrate, on the basis of alleged fraud committed by the Respondents. In these Civil Revision Petitions, the Petitioner in RCOP having obtained the sale deed from persons calling themselves as Class-II legal heirs of Kalyani and the Criminal Complaint pending on the file of the learned XVII Metropolitan Magistrate was quashed in CrI.O.P.No.1285 of 2017 filed before this Court and against which the tenant had filed SLP before the Hon'ble Supreme Court which was also dismissed.

29. The Petition filed by the tenant seeking to examine the Bank Manager was dismissed by the learned Rent Controller. Against which he had filed CRP.No.3856 of 2015, which was also dismissed as not pressed by him. Again, he had raised the same issue. He cannot file another Civil Revision Petition which was also dismissed by this Court.



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30. The sale deed executed by Class-II Legal Heirs in favour of the Petitioner in RCOP.No.1659 of 2014 was challenged by the tenant by way of Writ Petition in W.P.No.23764 of 2014 in which the said Class – II Legal Heirs are not parties. Based on the Writ Petition, the subject matter of the sale deed is pending for enquiry before the Inspector General of Registration. There also the Class – II Legal Heirs were not impleaded as parties. As on date, the claim of the tenant was rejected on the basis of the evidence available before the learned Rent Controller and on clear admission by him that his father had filed the Suit on the Original Side of this Court in C.S.No.736 of 2011 wherein the Defendants are very same parties who had executed the sale deed in favour of the Petitioner in R.C.O.P.No.1659 of 2014 claiming to be a landlord of the property in RCOP.No.1659 of 2014. Therefore, when there is clear evidence of admission and also contrary statement by the tenant with various forums, the claim of forgery and fraud was quashed by this Court against which SLP was filed and the same was also dismissed. Therefore, the claim of fraud and forgery will not hold good.



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31. It is the further submission of the learned Counsel for the Respondents in these Revision Petitions that the tenant had filed a Complaint against the learned Counsel for the landlord before the Bar Council of Tamil Nadu which was enquired by the Bar Council and the complaint was dismissed. No documents have been filed before this Court regarding the same. On the basis of evidence, the learned Rent Controller had rejected the contention of the tenant in RCOP and the learned VIII Judge, Appellate Judge had rejected the contention of the tenant as Appellant in RCA.

32. In the light of the above discussion, the point for consideration is answered in favour of the Respondents and against the Revision Petitioner. The Judgment and decree dated 27.11.2020 passed in RCA.Nos.797 of 2018 and 796 of 2018 by the Rent Control Appellate Authority/learned VIII Judge, Court of Small Causes, Chennai, confirming the order dated 04.10.2018 passed in RCOP.Nos.1659 of 2014 and 2313 of 2013 on the file of the learned XI Judge, Court of Small Causes, Chennai are confirmed. These Civil Revision Petitions are liable to be dismissed as having no merit.



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In the result, **these Civil Revision Petitions are dismissed.** The judgment and decree dated 27.11.2020 passed in RCA.Nos.797 of 2018 and 796 of 2018 by the Rent Control Appellate Authority/learned VIII Judge, Court of Small Causes, Chennai, confirming the order dated 04.10.2018 passed in RCOP.No.1659 of 2014 and RCOP No.2313 of 2013 on the file of the learned XI Judge, Court of Small Causes, Chennai are confirmed. Consequently, connected Miscellaneous Petitions are closed.

29.04.2024

dh

Index: Yes/No

Internet: Yes/No

Speaking Order/Non-speaking Order



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To

1. The learned VIII Judge,
Small Causes Court, Chennai.
2. The learned XI Judge,
Small Causes Court, Chennai.
3. Section Officer,
V.R.Section,
High Court, Madras.



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SATHI KUMAR SUKUMARA KURUP, J.

dh

Order made in
CRP.Nos.387 & 388 of 2021

29.04.2024