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CRP NO. 420 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 30-10-2025

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THE HONOURABLE MR.JUSTICE P.B. BALAJI

CRP NO. 420 of 2025 and CMP No.2577 of 2025

N.Dinakaran

.... Petitioner

VS

K.Nagappan

... Respondent

Revision filed under Article 227 of the Constitution of India against the judgment and decree dated 25.09.2024 passed in R.L.T.A.No.4 of 2024 by the learned XVII Additional Judge, City Civil Court, Chennai (Rent Tribunal), confirming the order and decree dated 01.08.2023 passed in R.L.T.O.P No.539 of 2021 by the learned XI Rent Court Judge, Small Causes Court, Chennai.

For Petitioner : Mr.Krishnasamy R.

For Respondent :Mr.S.Suriyaprakash

ORDER

At the last hearing on 23.10.2025, Mr.R.Krishnasamy, learned counsel for the petitioner/tenant would contend that an advance amount of Rs.6,50,000/- is lying with the respondent/landlord and after adjustment of admitted arrears, a sum of Rs.5,80,000/- has to be refunded by the



respondent/landlord and if the said amount is refunded, the petitioner/tenant is willing to vacate and hand over the vacant premises.

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2. Today, an affidavit has been filed by way of reply by the respondent/landlord, wherein, it is stated that no doubt, a sum of Rs.6,50,000/- was received as advance, but it was in respect of two shops and in respect of the inner shop, the advance was Rs.3,00,000/- and in respect of another shop, advance was Rs.3,50,000/-. Admittedly, the petitioner has vacated the inner shop already. It is however, a matter in dispute as to whether the advance of Rs.3,00,000/- was refunded at the time of the petitioner vacating the inner shop, since according to the petitioner/tenant, even though the inner shop was vacated and handed over to the respondent/landlord, the advance was not refunded at that time.

3. However, it is the contention of the respondent/landlord that at the time of vacating, the advance of Rs.3,00,000/- was already adjusted. Though in the reply affidavit, the respondent/landlord has calculated the arrears of rent of Rs.11,880/- per month, I find that there is no admission of the quantum of rent as Rs.11,880/- by the petitioner/tenant. In fact even according to the respondent/landlord in the R.L.T.O.P petition, he has stated



that there was oral tenancy subsequent to the expiry of the unregistered rental agreement and the rent was fixed only at Rs.11,880/-.

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4. It is admitted that all along the petitioner/tenant has been paying Rs.10,000/- per month and the same has been received by the respondent/landlord without any protest.

5. In the light of the above, as submitted by the learned counsel for the respondent/landlord, if the rental arrears calculated at the rate of Rs.10,000/- per month, then, the respondent/landlord would have to refund a sum of Rs.1,85,000/- after adjusting the rent from October 2025 to April 2026 (seven months' rent) i.e., Rs.70,000/- to be deducted from Rs.1,85,000/- and balance of R.1,15,000/-(Rupees One Lakh Fifteen Thousand Only) shall be refunded by the respondent/landlord across the petitioner vacating and handing over the tenanted premises on or before 30.04.2026.

6. It is open to the petitioner/tenant to initiate separate proceedings to recover the alleged excess advance amount, if any, available with the respondent/landlord.



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P.B.BALAJI.,J

sr

7. With the above observation, the civil revision petition is dismissed recording the affidavit of undertaking filed by the petitioner/tenant.

No costs. Consequently, connected miscellaneous petition is closed.

30-10-2025

Index:yes/no

Website:yes/no

Speaking Order/Non-Speaking Order

sr

To

1. The XVII Additional Judge, City Civil Court, Chennai.
2. The XI Rent Court, Small Causes |Court, Chennai

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