

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 12.10.2015

CORAM:

THE HONOURABLE MR.JUSTICE D.HARIPARANTHAMAN

CRP.NPD.Nos.3236 and 3757 of 2015
and M.P.Nos.1 and 1 of 2015

K.Usha Rani ... Petitioner in both
CRPs/Appellant/Respondent
/Vs/

1.Mohan Kumar
2.Rajkumar ... Respondent in both
CRPs/Respondents/Respondents

Civil Revision Petitions filed under Section 25(1) of the Tamil Nadu Buildings Lease and Rent Control Act, 1960, to set aside the order dated 31.03.2015 made in R.C.A.Nos.468 and 469 of 2014 on the file of the VII Small Causes Court at Chennai. (RCOP.No.2157 of 2010, on the file of the XIII Judge, Court of Small Causes, Chennai).

For petitioner : Mr.Thiyageswaran
for
M/s.Waraon and Sairams

For Respondents : Mr.R.Subramanian
for M/s.Rajasekar

CO M M O N O R D E R

These Revision Petitions are filed to to set aside the order dated 31.03.2015 made in R.C.A.Nos.468 and 469 of 2014 on the file of the VII Judge, Small Causes Court at Chennai.

2. Heard the learned Counsel for the Revision Petitioner.

3. The revision petitioner is the tenant. The revision petitioner suffered an order of eviction in RCOP.Nos.2157 of 2010 and 406 of 2011 on the file of XIII Small Causes Court,

Chennai / RCA.Nos.468 and 469 of 2014 on the file of VII Judge, Court of Small Causes, Chennai. The revision petitions are filed questioning the aforesaid order of eviction. While the matter is pending, both parties entered into settlement and an affidavit of undertaking is filed by the revision petitioner dated 12.10.2015 agreeing to vacate the premises on or before 30.09.2016. The petitioner also undertakes to pay the rent of Rs.30,000/- (Rupees thirty thousand only) per month till the petitioner vacates the premises. It is agreed by both parties that the revision petitioner has to pay Rs.20,00,000/- (Rupees twenty lakhs only) towards arrears of rent and certain amount was deposited towards the aforesaid arrears of amount to the credit of RCA.No.468 of 2014. The respondents are permitted to withdraw the amount that was already deposited by the revision petitioner to the credit of RCA.No.468 of 2014 on the file of the VII Judge, Court of Small Causes, Chennai, and the revision petitioner shall pay the balance amount out of the aforesaid Rs.20,00,000/- (Rupees twenty lakhs only) on or before 30.04.2016 as undertaken in the affidavit. The aforesaid affidavit of undertaking forms part of the order.

4. The Civil Revision Petitions are disposed of based on the aforesaid undertaking. In view of the aforesaid undertaking the VII Judge, Court of Small Causes, Chennai, is directed to pay the amount deposited as stated above to the respondents without any notice to the tenant.

12.10.2015

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These cases have been posted on Tuesday, the Sixteenth day of February 2016 under the Caption "For Reporting Compliance" pursuant to the Order of this Court dated 09.02.2016 and made herein, in the presence of the aforesaid Advocates, the Court made the following order:-

The learned counsel for the petitioner in these revision petitions submitted that the revision petitioner seeks one more week's time to pay the arrears of rent, as agreed to in her undertaking affidavit.

2. This Court on 09.02.2016 gave a week's time to the petitioner to pay the arrears of rent, as per the undertaking affidavit filed by her. Today also, the learned counsel for the petitioner seeks time to comply with the undertaking of the petitioner.

3. In these circumstances, one week's time is granted to the petitioner to pay arrears of rent, as per the undertaking affidavit of the revision petitioner. It is made clear that if the petitioner fails to comply with the undertaking, eviction could be ordered without notice to the revision petitioner, since the revision petitioner failed to comply with her own undertaking.

Post after one week.

gg

Sd/-
Assistant Registrar(CCC)
16.2.2016

These cases have been posted on Wednesday, the twenty fourth day of February, 2016 under the Caption "For being Mentioned" pursuant to the order of the court dated 9.2.2016, 16.2.2016 in the presence of Mr.M.Rajasekar, Advocate for the Respondent, the court made the following order:

D.HARIPARANTHAMAN, J.

At the instance of the learned counsel for the respondent, the matter is listed for being mentioned.

2. These Civil Revision Petitions were filed against the fixation of fair rent and for eviction. These revision petitions were disposed of by the common order dated 12.10.2015, based on an affidavit of undertaking filed by the revision petitioner agreeing to vacate the premises on or before 30.09.2016 and also agreeing to pay the rent of Rs.30,000/- per month, till the revision petitioner vacate the premises. The revision petitioner has not paid the arrears of rent and monthly rent as per the undertaking given by her.

3. In the circumstances, the learned counsel for the respondents made a mention that the revision petitioner failed to comply with the undertaking and the usual default clause has not been mentioned in the common order, while disposing the Civil Revision Petitions based on the undertaking. In view of the non-incorporation of the default clause in the order, the revision petitioner has not complied with her own undertaking. Hence, this matter was listed under the caption "for being

mentioned" on 03.02.2016 and the learned counsel for the revision petitioner was also present. The following order is passed on 03.02.2016:

"The matter is listed at the instance of the respondent/landlord on the ground that C.R.P.NPD.No.3236 of 2015 was disposed of on 12.10.2015 based on an undertaking that has been given by the petitioner and the same was not complied with.

2. As per the undertaking affidavit, the revision petitioner has to pay a monthly rent of Rs.30,000/- (Rupees Thirty thousand only) till he vacates the premises and has also agreed to vacate the premises on or before 30.09.2016. According to the learned counsel for the respondent/landlord, the revision petitioner did not comply with the aforesaid condition mentioned in the affidavit of undertaking filed by the revision petitioner and the revision petitioner has not paid the rent as agreed.

3. The usual default clause is not found in the order, disposing the CRP recording the undertaking. Therefore, the respondent in the CRP prays for incorporating default clause in the order, so that he could work out his remedy before the appropriate forum.

4. At this juncture, the learned counsel for the revision petitioner seeks time to get instructions on the submissions made by the learned counsel for the respondent/landlord. Post on 09.02.2016."

4. As per the order dated 03.02.2016, the matter was adjourned to 09.02.2016, at the request of the revision petitioner to comply with her own undertaking. Again the revision petitioner took time and the matter was adjourned to 16.02.2016. On 16.02.2016 also, the learned counsel for the petitioner seeks time to comply with the undertaking of the petitioner. Thereafter, the matter is listed today.

5. Today also, the learned counsel for the petitioner has not answered as to why the undertaking as given by the revision

petitioner was not complied with. Hence, in view of the non-compliance of the undertaking given by the revision petitioner, eviction is ordered without notice to the revision petitioner. This order shall form part of the order dated 12.10.2015, disposing the revision petitions C.R.P.(NPD)Nos.3236 and 3757 of 2015.

-s/d-

Assistant Registrar(CS-II)

True Copy

Sub-Assistant Registrar

To

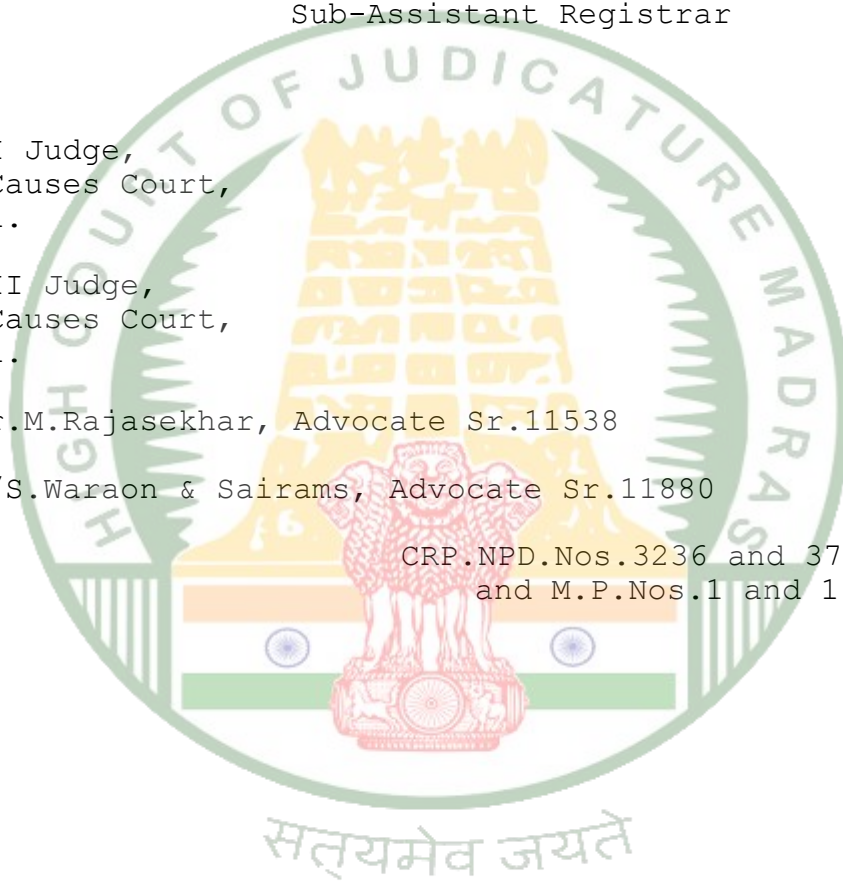
1. The VII Judge,
Small Causes Court,
Chennai.
2. The XIII Judge,
Small Causes Court,
Chennai.

+1cc to Mr.M.Rajasekhar, Advocate Sr.11538

+1cc to M/S.Waraon & Sairams, Advocate Sr.11880

CRP.NPD.Nos.3236 and 3757 of 2015
and M.P.Nos.1 and 1 of 2015

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