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A.S No. 100 of 2013
and CMP No.4215 of 2023

T.V.THAMILSELVI,J.

When the matter is taken up for hearing the learned counsel for the respondent/landlord submits that the appellant/tenant committed default in payment of rent and the agreement of lease also expired long back as he filed O.S No. 325 of 2018 before the Principal District Court, Kancheepuram, the Court below partly decreed the suit in favour of the respondent granting decree of vacate and surrender the possession. However, in order to drag on the proceedings the petitioner filed this appeal. Further he submits that landlord/respondent herein is aged about 81 years who was dragged to the Court without any progress in the case needs earlier disposal.

2. Learned counsel for the appellant/tenant submits that due to Covid – 19 the appellant sustained loss in the business hence he was not able to conduct his business so he was not able to pay the rent, as it was not wilful default.

3. Considering the submissions on either side, this Court suggested for settlement, for that both agreed, accordingly the petitioner is directed to vacate the premise at the end of May 2023 with the condition to pay a sum of Rs. 5,00,000/- as full quit for total arrears of rent, provided plaintiff/ also directed to withdraw the O.S No. 337 of 2019 on the file of the Principal District Court, Chengalpattu, which was filed for the relief of recovery of damages claiming 53 lakhs along with other relief on the date of such



payment. However, with regard to vacating of property the appellant is directed to file an affidavit before this Court on 24.04.2023.

4. Post the matter on 24.04.2023 for filing of "affidavit" .

19.04.2023

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