

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 05.12.2016

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THE HONOURABLE Mrs.JUSTICE PUSHPA SATHYANARAYANA

C.R.P.PD.No.3772 of 2016
and C.M.P.No.19185 of 2016

Muthammal Munusamy ... Petitioner

Vs.

1. S.Venkatasamy Naidu

2. V.M.Sasikala ... Respondents

PRAYER: Civil Revision Petition filed under Article 227 of the Constitution of India against the fair and decretal order dated 15.06.2015 confirmed in R.C.A.No.82 of 2015 on the file of the Hon'ble IX Small Causes Court, Chennai, filed against order and decretal order dated 09.01.2015 passed in M.P.No.371 of 2014 in R.C.O.P.No.1277 of 2013 on the file of Hon'ble XVI Small Causes Court, Chennai.

For Petitioner: Ms.Sangeetha Rajkumar

ORDER

The petitioner is the tenant in a rent control proceedings.

2. The respondents/landlord had filed a petition in R.C.O.P.No.1296 of 2012 on the file of the XIII Small Causes Chennai

for fixation of fair rent. The fair rent was fixed at Rs.16,904/- from 20.06.2012. Based on the same, the respondents/landlord had issued a legal notice demanding the differential amount between the fair rent and agreed rent. The agreed rent paid by the petitioner / tenant was at Rs.5,597/-per month. As there was no response from the petitioner / tenant, the respondents also filed a petition in R.C.O.P.No.1277 of 2013 on the ground of willful default and along with M.P.No.371 of 2014 for recovery of arrears of rent under Section 11(4).

3. The petitioner/tenant had denied the title of the landlord. As the contractual rent was accepted by them, the application filed for recovery of arrears of rent was resisted. It is also stated that R.C.O.P.No.1277 of 2013 was also being contested by them. The learned Rent Controller as well as the Appellate Authority, considering the application in M.P.No.371 of 2014 in R.C.O.P.No.1277 of 2013 held that when the jural relationship of landlord and tenant is admitted by the petitioner / tenant, he cannot dispute the title of the owner. He has also not produced any scrap of paper for the payment of rent regularly. Even, with respect to ownership, there is no document filed by the tenant. When the Rent Controller has fixed the rent, the tenant is bound by the same and he has to pay the fair rent fixed.

4. The non payment of difference between the fair and contractual rent is deemed to be willful default. Even after the Rent Control proceedings is initiated, the tenant is not paying the rent regularly. The tenant cannot be given any indulgence. Once default is admitted, it is for the tenant to prove that he has not committed willful default. It is not the case of the petitioner / tenant that he was prevented from paying the rent or discharging his contractual obligations. The Courts below have correctly held that the petitioner is liable to pay the arrears of rent.

5. In view of the above facts, the Civil Revision Petition is dismissed with a direction to the petitioner / tenant to pay the arrears of rent, within a period of 15 days from the date of receipt of a copy of this order. No costs. Consequently, connected miscellaneous petition is closed.

05.12.2016

Index : Yes/No

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To

1. The IX Small Causes Court, Chennai
2. The XVI Small Causes Court, Chennai

PUSHPA SATHYANARAYANA.J

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