

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24.11.2017

CORAM:

THE HONOURABLE MS.JUSTICE V.M.VELUMANI

C.R.P.(PD)No.178 of 2014
& M.P.No.1 of 2014

Mani @ Krishnamoorthy

.. Petitioner

Vs.

Ramakrishnan

.. Respondent

PRAYER: Civil Revision Petition is filed under Article 227 of the Constitution of India, against the fair and decretal order dated 02.07.2013 made in I.A.No.458 of 2013 in I.A.No.1222 of 2012 in O.S.No.352 of 2012 on the file of the District Munsif Court, Mettur.

For Petitioner : Mr.M.Guruprasad

For Respondent : Mr.P.Valliappan

ORDER

The Civil Revision Petition is filed against the fair and decretal order dated 02.07.2013 made in I.A.No.458 of 2013 in I.A.No.1222 of 2012 in O.S.No.352 of 2012 on the file of the District Munsif

Court, Mettur.

2. The petitioner is the defendant and respondent is the plaintiff in O.S.No.352 of 2012 on the file of the District Munsif Court, Mettur. The respondent filed the said suit for permanent injunction restraining the petitioner from interfering with his peaceful possession and enjoyment of the suit property. The petitioner filed written statement on 06.12.2012 and is contesting the suit. The respondent filed I.A.No.1222 of 2012 for interim injunction pending suit. In the said application, the petitioner filed counter affidavit and marked a xerox copy of the rental agreement dated 27.11.2003 as Ex.R1.

3. According to the respondent, his counsel objected to marking of xerox copy of the said document. In spite of the same, the said document was marked as Ex.R1. In the circumstances, the respondent filed I.A.No.458 of 2013 under Order XIII Rule 3 of C.P.C., to reject Ex.R1/rental agreement dated 27.11.2003, which is inadmissible in evidence.

4. The petitioner filed counter affidavit and denied all the averments made in the said application and submitted that the suit

property was inherited by his wife. The respondent took the suit property on rent for three years and rental agreement was entered between the petitioner's wife and respondent on 27.11.2003. Subsequently, the respondent let out the suit property to TASMAC. The respondent submitted the original rental agreement entered between the petitioner's wife and the respondent to TASMAC. The petitioner obtained information from the TASMAC under the RTI Act and TASMAC furnished xerox copy of the rental agreement, which is marked as Ex.R1.

5. The learned Judge, considering all the averments made in the affidavit, counter affidavit and materials available on record, allowed the application and rejected the rental agreement, which was marked as Ex.R1.

6. Against the said order dated 02.07.2013 made in I.A.No.458 of 2013 in I.A.No.1222 of 2012, the present Civil Revision Petition is filed by the petitioner.

7. Heard the learned counsel for the petitioner as well as the respondent and perused the materials available on record.

8. From the materials available on record, it is seen that the petitioner has produced xerox copy of the rental agreement and the same was marked as Ex.R1. According to the respondent, the same was marked in spite of the objection by his counsel. According to the petitioner, the same was furnished to him by TASMAL on the application filed by him under RTI Act. The petitioner has not taken any steps to summon the original rental agreement from the TASMAL or summon any official from the TASMAL to produce the original rental agreement and give evidence. The petitioner has stated that the rental agreement is for three years, which is compulsorily registrable. It is not the case of the petitioner that the said rental agreement was duly stamped and registered.

9. In the judgment of the Division Bench of this Court reported in **(2001) 1 MLJ 1 (A.C.Lakshmipathy and another v. A.M.Chakrapani Reddiar and others)**, it is held that insufficiently stamped and unregistered document cannot be admitted in evidence. Further, the petitioner has produced and marked xerox copy of the rental agreement. He has not complied with the conditions laid down in the Evidence Act for producing and marking

of secondary evidence. In view of the judgment passed by the Division Bench of this Court as referred to above and failure on the part of the petitioner in complying with the condition for producing and marking of xerox copy of the rental agreement, which is secondary evidence, this Civil Revision Petition is liable to be dismissed and it is hereby dismissed. There is no illegality or irregularity warranting interference by this Court with the order of the learned trial Judge, dated 02.07.2013.

10. In the result, the Civil Revision Petition is dismissed. No costs. Consequently, connected miscellaneous petition is closed.

24.11.2017

Index : Yes/No

dm/kj

सत्यमेव जयते

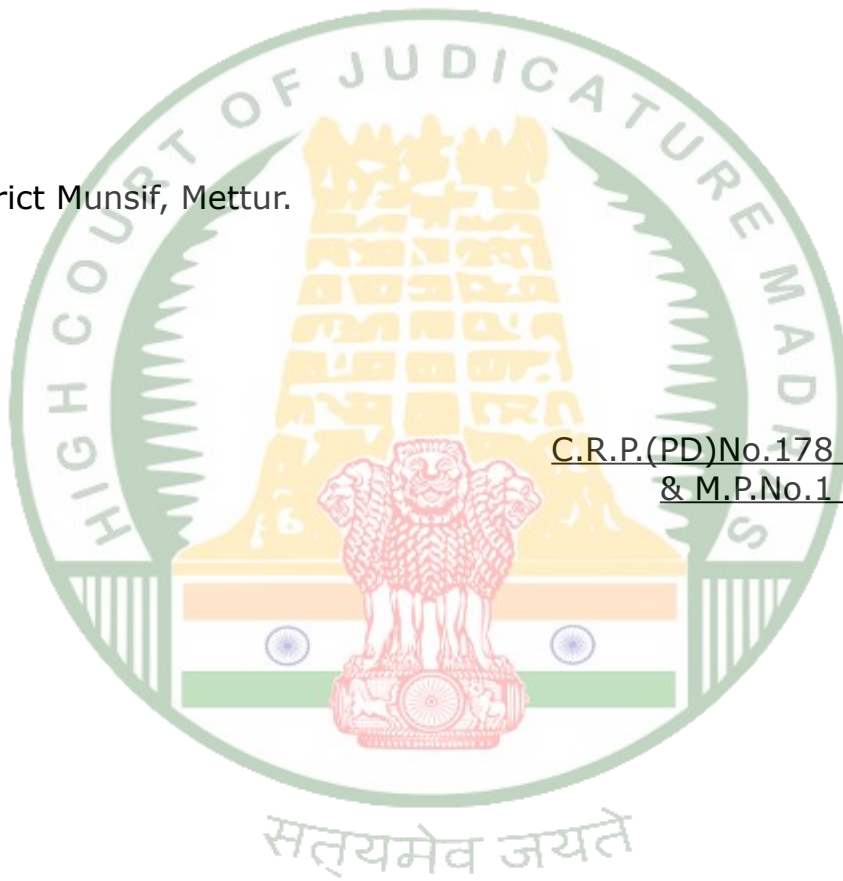
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V.M.VELUMANI, J.

dm/kj

To

The District Munsif, Mettur.



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