

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 19.04.2018

Coram:

THE HONOURABLE MR.JUSTICE P.VELMURUGAN

C.R.P.(NPD)No.2933 of 2017

J.S.Chandha

... Petitioner

Vs.

1. V.A.Syed Ibrahim

2. V.S.Shamsadh Begum

... Respondents

Civil Revision Petition has been filed under Article 227 of the Constitution of India against the fair and decreetal order made in R.C.A.No.90 of 2017 dated 08.06.2017 on the file of the learned IX Court of Small Causes, Chennai, confirming the fair and decreetal order made in M.P.No.436 of 2016, on the file of the learned XII Court of Small Causes, Chennai, in R.C.O.P.No.1090 of 2016 dated 10.01.2017.

For Petitioner : Mr.K.P.Gopalakrishnan

For Respondents : Mr.Arun Anbumani

ORDER

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The petitioner is tenant and the respondents are the landlords, who initiated rent control proceedings in R.C.O.P.No.1090 of 2016 against the petitioner/tenant, on the file of the XII Court of Small Causes, Chennai, for eviction and directing the petitioner/tenant to vacate and deliver vacant

possession of the premises and additional accommodation. Pending the rent control proceedings, the respondents/landlord filed miscellaneous petition to direct the petitioner/tenant to pay the arrears of fair rent and direct the petitioner/tenant to pay a sum of Rs.14,779/- per month as future monthly rent.

2 The rent control authority after hearing both sides, allowed the petition by an order dated 10.01.2017, and directed the petitioner/tenant to pay the arrears of rent of Rs.13,28,112/- for the period from 2005 of July to 2016 of December and further directed to pay the future rent without any default.

3 Aggrieved against the above said order dated 10.01.2017 mad in M.P.No.436 of 2016 in R.C.O.P.No.1090 of 2016, the petitioner/tenant has preferred an appeal before the IX Court of Small Causes, Chennai, in R.C.A.No.90 of 20017.

4 After hearing the arguments advanced on either side, the rent control appellate authority, by an order dated 08.06.2017, has dismissed the appeal and confirmed the order passed by the rent controller in M.P.No.436 of

2016 in R.C.O.P.No.1090 of 2016.

5 Assailing the above said order dated 08.06.2017 made in R.C.A.No.90 of 2017, the petitioner/tenant is before this Court with the present civil revision petition.

6 Heard the learned counsel appearing on either side and perused the materials available on record.

7 The jural relationship is not disputed and the fair rent fixed by the rent control appellant authority also not disputed, the issue to be decided is whether the subsequent purchaser is entitled for claiming arrears of rent. According to the respondents/landlords, they have purchased the property through a registered sale deed in document no.178 of 2009 dated 06.02.2009 and they are fully entitled to claim arrears of rent.

8 The petitioner/tenant contended that the respondents/landlords have not produced the above said sale deed dated 06.02.2009 and being the subsequent purchaser, they are not entitled to claim the arrears of rent, unless the relevant document is produced.

9 The learned counsel for the respondents/landlords placed his reliance on the decisions of the Hon'ble Supreme Court reported *in 2003 7 SCC (Sheikh Noor vs. Sheik G.S. Ibrahim)* and the relevant portion of the decision is extracted hereunder:

"18. In view of the cases referred to above, in our opinion, the correct position of law is that a transferee is not entitled to recover the arrears as rent for the property on transfer unless the right to recover the arrears is also transferred. If right to recover the arrears is assigned, then the transferee landlord can recover those arrears as rent and if not paid, maintain a petition for eviction under the rent laws for those arrears as well. Since in this case we have found that there was an assignment of right to recover the arrears in favour of the respondent transferee he was entitled to recover the same as arrears of rent. If that period is taken into consideration then the appellant tenants were certainly in arrears of rent for more than six months and became liable to be evicted from the premises in dispute on the ground of default on their part in payment of rent for more than six months on the date of filing the suit"

10 In the present case on hand, the rights of the respondents/tenants has clearly assigned vide registered sale deed dated 06.02.2009. Hence, in view of the above decisions of Hon'ble Supreme Court, the present civil revision petition is dismissed. The petitioner/tenant is directed to pay the arrears of rent of Rs.6,06,821/- in six monthly instalments, commencing from 5th of May 2018 and the last instalment would fallen on 5th

of October 2018 promptly. No costs.

19.04.2018

Index:Yes/No

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Note: Issue order copy on 24.04.2018

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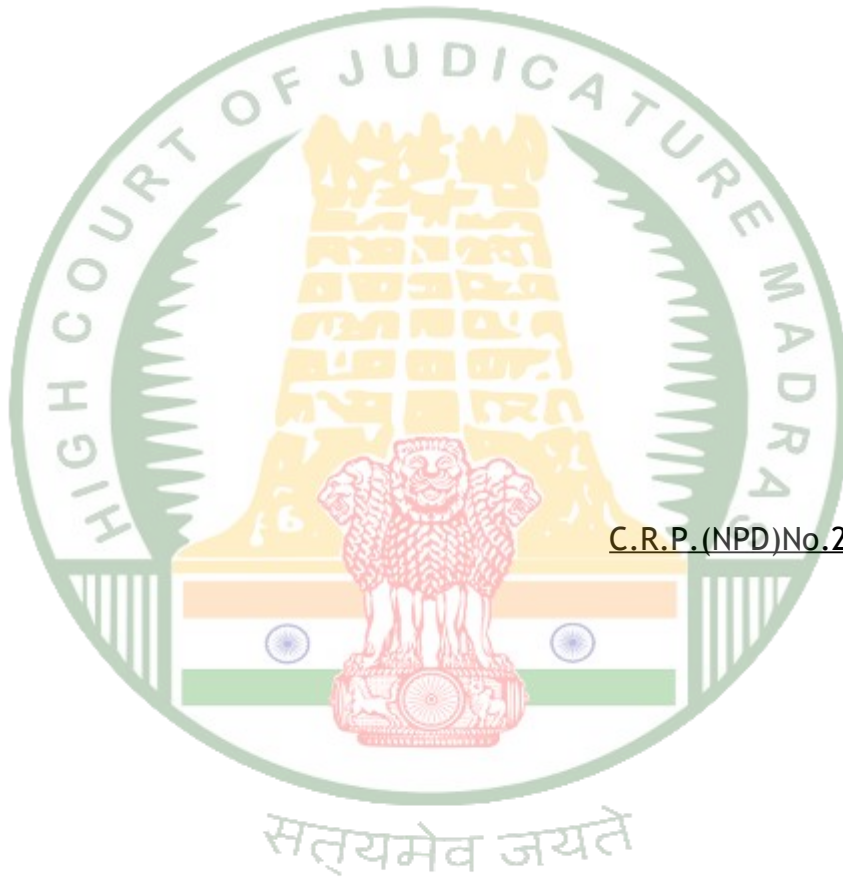
1. The IX Court of Small Causes,
2. The XII Court of Small Causes, Chennai,



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P.VELMURUGAN, J.,

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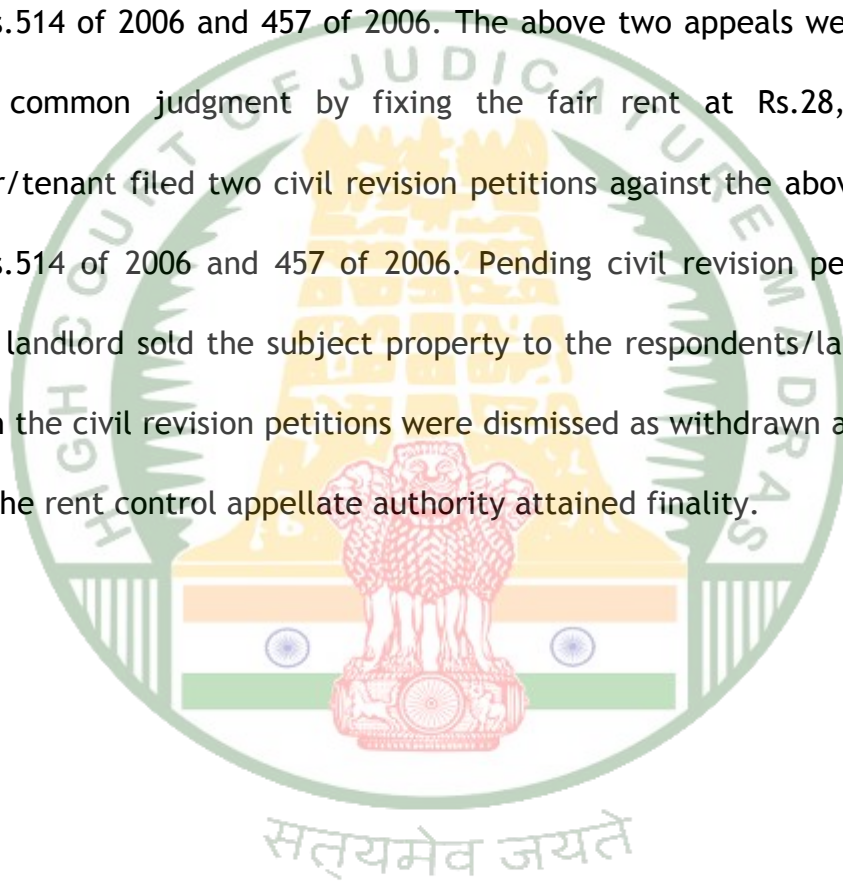


C.R.P.(NPD)No.2933 of 2017

WEB COPY

19.04.2018

The petitioner herein is a tenant and respondents are the landlords. The erstwhile landlord initiated rent control proceedings against the petitioner/tenant, in which fair rent was fixed, against which both the petitioner/tenant and the erstwhile landlord preferred an appeals in R.C.A.Nos.514 of 2006 and 457 of 2006. The above two appeals were disposed of by a common judgment by fixing the fair rent at Rs.28,150/-. The petitioner/tenant filed two civil revision petitions against the above orders in R.C.A.Nos.514 of 2006 and 457 of 2006. Pending civil revision petitions, the erstwhile landlord sold the subject property to the respondents/landlords and later both the civil revision petitions were dismissed as withdrawn and thus the order of the rent control appellate authority attained finality.



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