

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 09.09.2019

CORAM:

THE HONOURABLE Mr.JUSTICE R.SURESH KUMAR

C.R.P. (NPD) Nos.2864, 2865, 2866, 2867,
2868, 2872, 2873, 2875, 2882 of 2019

and

C.M.P.Nos.18718, 18720, 18721, 18722,
18723, 18740, 18744, 18754, 18763 of 2019

C.R.P.(NPD).No.2864 of 2019:

Lalith kumar Petitioner

Vs.

1.T.S.Sundaresa Davey
2.S.Ramnath Davey
3.S.Vidyashankar Davey

... Respondents

Prayer: Petition filed under Section 25(1) of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960 praying to set aside the fair and decretal order passed in R.C.A.No.579 of 2015 on the file of Special Sub Judge and Full Additional Charge of IX Judge, Chennai, dated 27.02.2019 confirming the fair and decretal order passed in R.C.O.P.No.506 of 2012 on the file of the learned XVI Judge, Small Causes Court dated 14.09.2015.

In all CRPs

For Petitioners : Mr.S.Parthasarathy
Senior Counsel
For Mr.P.Dinesh Kumar

For Respondents : Mr.R.Venkata Varathan
for Caveators

COMMON ORDER

These civil revision petitions have been filed against the fair and decretal orders passed by the learned Special Sub Judge and Full Additional Charge of IX Judge, Court of Small Causes, Chennai, dated 27.02.2019 in R.C.A.Nos.579, 578, 573, 588, 590, 595, 592, 591, 589 of 2015 against R.C.O.P.Nos.506, 504, 513, 505, 508, 518, 510, 509, 507 of 2012.

2.In all these cases, the petitioners before this Court i.e. the civil revision petitioners are the tenants against whom eviction was ordered.

3.During the hearing, Mr.S.Parthasarathy, learned Senior Counsel appearing for the civil revision petitioners as well as Mr.R.Venkata Varathan, learned counsel appearing for the respondents have made a joint request that, already proceedings with regard to the fixation of fair rent is pending between the parties before the Court below, without prejudice to the rights of both parties in the said fair rent proceedings, both the parties herein, in each of these revision petitions, wanted to give a quietus as to the present issue i.e., eviction of the tenants i.e., civil revision petitioners from the respective premises of the respondents/landlords.

4.In this context, the learned Senior Counsel appearing for the revision petitioners/tenants had submitted individual affidavits and proposals whereby they made a plea before this Court that, they wanted to vacate the premises within a period of two years and for the whole period of two years, they wanted to pay enhanced rent than what has now being paid.

5.For the said proposal, the learned counsel appearing for the respondents/landlords, on instructions, has filed a Chart where the fair rent claimed, in the respective petitions, against the tenants, which are pending before the Court below, is mentioned and if at all the revision petitioners/tenants, as an interim arrangement, want to make some enhancement than the present rent being paid, the same can be arrived at by mutual consent between the parties, of course, without prejudice to their rights in deciding the actual fair rent in the pending proceedings.

6.Accordingly, the learned counsel appearing for the respondents agreed upon, of course, on instructions from the respondents that, in case of the revision petitioners/tenants come forward to make the payment of enhanced rent than what is presently paid as has been

provided herein, they can be permitted to stay in the premises for a period of 9 months and thereafter, they have to vacate. However, on instructions, the learned Senior Counsel appearing for the revision petitioners has made submissions that, the enhanced rent almost arrived at between the two parties, shall be paid by the revision petitioners/tenants, as an interim measure, of course, without prejudice the rights of the parties in the fair rent proceedings pending before the Court below, as an interim arrangement, till they vacate the premises as agreed by them and in this regard, the learned Senior Counsel for the revision petitioners, on instructions would submit that, they would vacate the respective premises within a period of 1 ½ years.

7. Since there is a gap between the petitioners and the respondents with regard to the period, within which the tenants to vacate the premises, as the landlords claimed it 9 months and the tenants claimed as 1 ½ years, both the learned counsel made a submission that, if whatever period in respect of vacating the premises fixed by this Court, that will be accepted by both parties.

8.Insofar as the enhanced rent payable by the tenants are concerned, the following Chart is agreed by both the parties, which are extracted hereunder:

Shop No.	Tenant	Contract Rent Rs.	Fair Rent Claimed Rs.	Agreed rent as an interim measure between the parties Rs.
1 Door No.7	Mohanlal Ranka	4,500/-	59,106/-	10,000/-
2 Door No.7	Jeetendra Chopra	2,000/-	35,337/-	5,000/-
3 Door No.7	Lalith Kumar	2,000/-	35,337/-	5,000/-
4 Door No.7	Rajendrakumar & Ors.	2,000/-	35,337/-	5,000/-
5 Door No.7	Jeetmal	2,000/-	35,337/-	5,000/-
6 Door No.7	Rajendrakumar & Ors.	2,000/-	35,337/-	5,000/-
7 Door No.7	Navbharat Metals	2,000/-	35,337/-	5,000/-
FF-3 Door No.7	Champalal	2,000/-	28,337/-	5,000/-
2 (Door 8	Navakar Metals	2,000/-	31,511/-	5,000/-

9.After having taken into account the said agreement reached between the parties, as submitted by the learned Senior Counsel for the revision petitioners as well as the learned counsel for the respondents respectively, the said amount as enhanced rent, as an interim measure, as agreed between the parties, is taken on record.

Accordingly, by disposing of these civil revision petitions, the following orders are passed:

(i) That the civil revision petitioners shall vacate the respective premises within a period of 15 months from 1st September 2019 and shall handover the vacant possession to the respondents/landlords without fail.

(ii) During this period till the revision petitioners/tenants vacate the premises and handover the same to the respondents/landlords, the respective revision petitioners shall pay the aforesaid enhanced monthly rent.

(iii) This interim arrangement is made with a consent of both sides, only as an interim arrangement that too, without prejudice to the rights of the parties before the Court below where the fixation of fair rent proceedings is pending.

(iv) It is further made clear that, the learned Rent Controller, in the respective RCOPs for fixation of fair rent, shall decide the same on merits and in accordance with law, notwithstanding the fact that, such an arrangement has been made and agreed upon by the parties before this Court in these civil revision petitions.

10.It is also made clear that, the civil revision petitioners/tenants in C.R.P.Nos.2864, 2865 and 2872 of 2019 are concerned, since the contractual/agreed rental arrears payable by them are pending, it is also agreed upon by the civil revision petitioners to pay the said arrears within a period of four weeks from the date of receipt of a copy of this order. The same is also hereby recorded.

11.With these directions, these Civil Revision Petitions are disposed of. No costs. Consequently, connected Miscellaneous Petitions are closed.

Sgl

09.09.2019

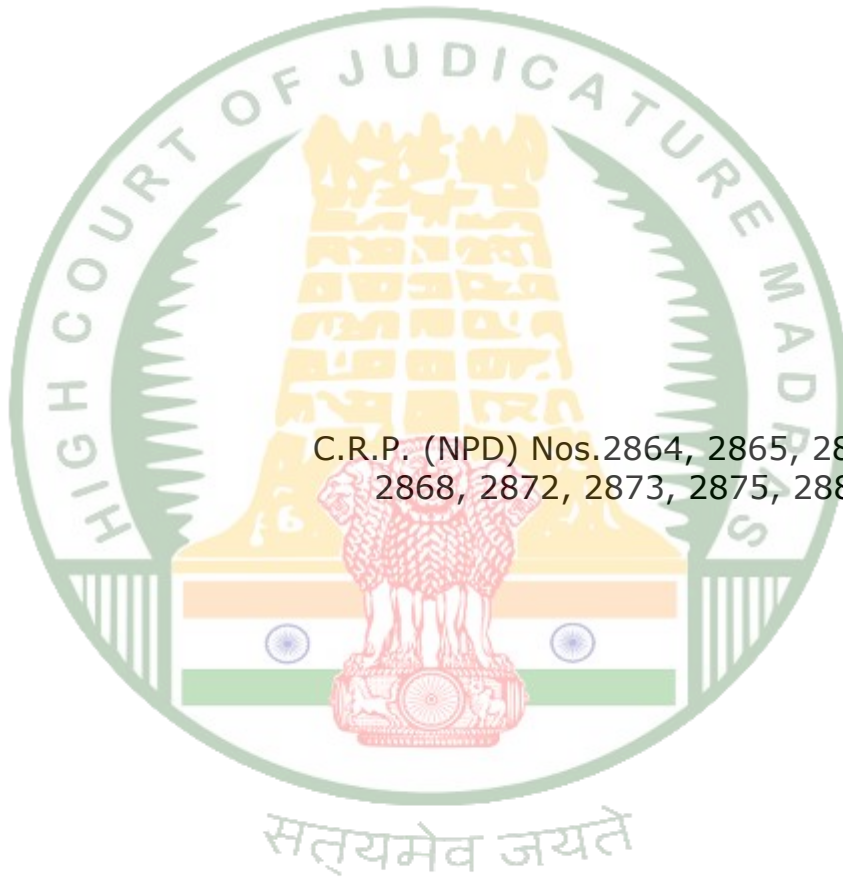
To

- 1.The Special Sub Judge and
Full Additional Charge of IX Judge,
Chennai.
- 2.The XVI Judge, Small Causes Court,
Chennai.

C.R.P.(NPD)Nos.2864 of 2019 etc. batch

R.SURESH KUMAR, J.

Sgl



C.R.P. (NPD) Nos.2864, 2865, 2866, 2867,
2868, 2872, 2873, 2875, 2882 of 2019

WEB COPY

09.09.2019