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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

RESERVED ON: 11.03.2019

DELIVERED ON : 12.04.2019

CORAM

THE HONOURABLE MRS. JUSTICE R. THARANI

C.R.P. (PD) (MD) No. 2232 of 2015

and

M.P. (MD) No. 1 of 2015

Karunakaran

.. Petitioner

Vs.

S.R.Lali

.. Respondent

Prayer: This Civil revision petition is filed under Article 227 of the Constitution of India, to set aside the order and decretal order passed in I.A.No.150 of 2015 in O.S.No.332 of 2013 dated 18.08.2015 on the file of the learned I Additional District Munsif, Kuzhithurai.

For Petitioner

: Mr.K.Sreekuamaran Nair

For Respondent

: Mrs.J.Anandhavalli

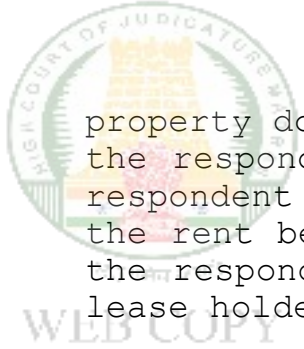
ORDER

Heard Mr.K.Sreekumaran Nair, learned counsel appearing for the petitioner and Mrs.J.Anandhavalli, learned counsel appearing for the respondent.

2.This Civil Revision Petition has been filed against the order passed in I.A.No.150 of 2015 in O.S.No.332 of 2013 dated 18.08.2015 on the file of the learned I Additional District Munsif, Kuzhithurai.

3.The petitioner herein is the defendant and the respondent herein is the plaintiff in the suit. The respondent herein has filed a suit in O.S.No.332 of 2013 for permanent injunction. In that suit, the petitioner has filed a petition in I.A.No.150 of 2015 calling for some records from the respondent/plaintiff. The petition was dismissed by the trial Court. Against the order of dismissal, the petitioner has come forward with this revision petition.

4.On the side of the petitioner, it is stated that the suit property belonged to one Dr.Selvan and the petitioner leased out the shop to the defendant as per Ex.A1 dated 21.10.2004. The petitioner was running a fruit stall in that shop and that taking advantage of the ill health of the petitioner, the respondent occupied the premises and started a jewellery shop. It is further stated that the



property does not belong to the person named Basan Santhini and that the respondent is not paying the rent and it is necessary that the respondent has to produce the rental receipts and he has to deposit the rent before the Court. It is stated that forceful occupation of the respondent is an unlawful occupation and not that of a genuine lease holder.

5. On the side of the respondent, it is stated that the plaintiff entered into an oral agreement with the landlord regarding shop no.32/62B, the respondent/plaintiff is that they filed E.B. Receipts to prove possession. The contention of the petitioner is that he obtained lease of the property from Dr.Selvan in door no.32/62A. Door no.32/62A is not the suit property. It is the duty of the petitioner to prove that he was running a fruit business in the premises and the respondent was a labour working for the petitioner and that the petitioner is not a owner of the property. The petitioner himself has admitted that he is a tenant in the suit property and the petitioner cannot ask for deposit of rent as he is not the owner of the property. The petitioner cannot call upon the respondent to substantiate the claim of the petitioner.

6. On the side of the petitioner, it is stated that even in the plaint, it is stated that the respondent obtain lease of the property from the landlord through the petitioner and the advance amount was paid to the petitioner and the respondent is demanding the receipt for the advance alleged to have been paid by the respondent.

7. On the side of the respondent, it is stated that the respondent has not paid Rs.50,000/- to the petitioner as an advance and it is merely stated that the petitioner got Rs.50,000/- from the respondent and that the payment of Rs.50,000/- is not towards the advance.

8. It is seen that the respondent filed a suit against the petitioner for a decree of injunction. The claim of the respondent is that he got the shop through an oral lease from one Santhini through the defendant. It is stated that the defendant received a sum of Rs.50,000/- towards the deposit from the plaintiff. The word 'advance' is not stated in the plaint. The petitioner is not the owner of the property and the petitioner cannot claim the deposit of rent amount. The suit is not for recovery of deposit money. Hence, the receipt for deposit of Rs.50,000/- (Rupees Fifty Thousand only) is also unnecessary. The petitioner cannot force the other side to produce documents to substantiate his claim. There is a dispute regarding the door number of the suit property which can be decided only by the trial Court.

9. In the above circumstances, there is nothing sufficient enough to interfere in the order passed by the trial Court. This Civil Revision Petition is dismissed by confirming the order passed in I.A.No.150 of 2015 in O.S.No.332 of 2013 dated 18.08.2015 on the



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file of the learned I Additional District Munsif, Kuzhithurai. No Costs.

Sd/-

Assistant Registrar

// True Copy //

Sub Assistant Registrar(CS)

To

The I Additional District Munsif, Kuzhithurai.

+1cc to Mr.J.ANANDHAVALLI, Advocate, SR.No. 60858

+1cc to Mr.K.SREEKUMARAN NAIR, Advocate, SR.No.60841

C.R.P. (PD) (MD) No.2232 of 2015

12.04.2019

MRN

KK/SAR/26.04.2019/ 3P- 4C