

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 31..01..2020

CORAM

THE HON'BLE MR.JUSTICE V.BHARATHIDASAN

Civil Revision Petition No.681 of 2015
and
Civil Revision Petition No.190 of 2015
and M.P.No.1 of 2015

V.K.Ramprasad ... Petitioner in C.R.P.No.681 of 2015

-Versus-

A.Seetharama Reddy ... Respondent in C.R.P.No.681 of 2015

Prayer in C.R.P.No.681 of 2015: Petition filed under Section 25 of The Tamil Nadu Buildings (Lease and Rent Control) Act, 18 of 1960 as Amended by Act 23 of 1973, praying to allow this civil revision petition by modifying the judgment and decree dated 12.08.2014 made in R.C.A.No.380 of 2013 by the learned VII Judge, Small Causes Court, Chennai [Rent Control Appellate Authority] and also the order and decree dated 28.06.2013 made in R.C.O.P.No.960 of 2012 by the learned XVI Judge, Court of Small Causes, Chennai (Rent Controller) by fixing the fair rent in a sum of Rs.17540/- per month for the subject tenancy premises.

A.Seetharama Reddy ... Petitioner in C.R.P.No.190 of 2015

-Versus-

V.K.Ramprasad ... Respondent in C.R.P.No.190 of 2015

Prayer in C.R.P.No.190 of 2015:- Petition filed under Section 25 of The Tamil Nadu Buildings (Lease and Rent Control) Act, 18 of 1960 as Amended by Act 23 of 1973, praying to set aside the order dated 12.08.2014 made in R.C.A.No.410 of 2013 by the learned VII Judge, Court of Small Causes, Chennai, confirming the fair rent fixed by the learned XVI Judge, Court of Small Causes, Chennai, by order dated 28.06.2013 made in R.C.O.P.No.960 of 2012.

For Petitioner in : Mr.N.Premkumar
C.R.P.No.681 of 2015
and respondent in
C.R.P.No.190 of 2015

For Respondent in : Mr.M.A.Lakshmipathi
C.R.P.No.681 of 2015
and petitioner in
C.R.P.No.190 of 2015

COMMON ORDER

The civil revision petition in C.R.P.No.681 of 2015 is directed by the land lord not being satisfied with the fair rent fixed by the rent controller and as confirmed by the appellate authority, while the other civil revision petition in C.R.P.No.190 of 2015 is directed by the tenant against the order of the appellate authority confirming the fair rent fixed by the rent controller.

2. The petitioner in C.R.P.No.681 of 2015 is the land lord and the respondent is the tenant under the petitioner in respect of the petition demised premises. For the sake of convince, the parties in revision petitions will be referred to as per their jural relationship.

3. The landlord has filed the original petition in RCOP NO.960 of 2012 before the XVI Judge, Court of Small Causes, Chennai, seeking fixation of fair rent under Section 4 of the Tamil Nadu Building (Lease and Rent Control Act), 1860, for the leased out premises. The learned rent controller after hearing both both parties fixed fair rent in a sum of Rs.17,540/- as against the claim made by the land lord at Rs.21,251/- p.m. payable from the date of original petition (i.e., 07.06.2012). Not being satisfied with the same the landlord, preferred an appeal in RCA No. 380 of 2013 while aggrieved by the fair rent fixed by the rent controller, the tenant filed an appeal in RCA No.410 of 2013. Both the appeals were dismissed by the appellate authority by order dated 12.08.2014. Further aggrieved by the same, the landlord is before this court with C.R.P.No.681 of 2015 while the tenant is before this court with C.R.P.No.190 of 2015.

4. Earlier, when this matter came up for hearing, on the submission made by the learned counsel for the landlord that a settlement has been reached to resolve the dispute between the parties amicably and and he wanted time to file compromise memo, , this court had adjourned the revision petition.

5. Today, when the matter is taken up for hearing, the learned counsel for the landlord as well as the learned counsel for the tenant jointly submitted that the parties had entered into a compromise memo and the learned counsel have filed the same before this court. The landlord and the tenant and their respective counsel have signed the joint memo of compromise. On enquiry, the landlord as well as the tenant admitted to the compromise entered into between them in the presence of their respective counsel. They prayed this court to dispose of the revision petition in terms of the compromise memo. In the compromise memo, it was agreed that a sum of Rs.16,000/- [Rupees Sixteen Thousand only] may be fixed as fair rent payable from the date of original petition. The joint memo of compromise is recorded accordingly. The terms of joint memo of compromise read as follows:-

"6. The above civil revision petition came up before this Honorable Court on 23.01.2020, both parties viz., the landlord and the tenant have agreed that the fair rent in the sum of Rs.16,000/- (Rupees Sixteen Thousand only) may be fixed for tenancy portion and which has to be paid by the tenant from the date of rent control original petition, i.e., on 07.06.2012.

7. In view of the above compromise, the fair rent may be fixed in the sum of Rs.16,000/- (Rupees Sixteen Thousand only) for the tenancy portion payable with effect from 07.06.2012, and further the tenant may be directed to pay all differential arrears of rent after adjusting the payments already made as set out in details in the calculation sheet annexed herein and further direct the respondent to pay a sum of Rs.16,000/- (Rupees Sixteen Thousand only) continuously from February, 2020 without any delay or default."

6. At this juncture, the learned counsel for the landlord submitted that as on today, as per the revised fair rent, a sum of Rs.6,55,600/- is due and payable by the tenant and the same may be directed to be paid. The learned counsel for the tenant, however, submitted that the tenant is ready and willing to pay the arrears in three installments. The learned counsel for the landlord, on instructions, agreed for the same.

7. Considering the submissions made on either side and also on considering the terms of compromise agreed between the parties, this civil revision petition is disposed of fixing the fair rent at Rs.16,000/- per month payable from the date of original petition (i.e., 07.06.2012). The tenant is directed to

pay a sum of Rs.2,55,600/- out of total due of Rs.6,55,600/- as first installment on or before 31.03.2020; a sum of Rs.2,00,000/- as second installment on or before 30.09.2020; and a balance of Rs.2,00,000/- as third and last installment on or before 31.03.2021. The tenant is also directed to continue to pay the agreed revised fair rent regularly to the landlord without any default. If the tenant commits any default in payment of arrears as undertaken by him, this order shall stand vacated automatically and the tenant would be liable to pay the fair rent fixed by the rent controller and as confirmed by the appellate authority. The joint memo of compromise shall for part and parcel of this order. No costs. Consequently, connected MP is closed.

Sd/-
Assistant Registrar

//True Copy//

Sub Assistant Registrar

*** Encl: Xerox Copy of memo of compromise.

kmk

To

- 1.The VII Judge, Small Causes Court, Chennai.
- 2.The XVI Judge, Court of Small Causes, Chennai.

Copy to:

The Section Officer,
VR Section,
High Court Madras.

+2cc to Mr.Premkumar, Advocate, Sr.No. 8345 & 8346

+1 cc to Mr.Lakshmipathi, Advocate Sr.No. 8659

C.R.P.Nos.681 and 190 of 2015

MG (CO)

RMP (05/01/2021)

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