

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Judgment Reserved on : 07.01.2020

Judgment Pronounced on : 17.03.2020

CORAM:

THE HONOURABLE MR.JUSTICE RMT.TEEKAA RAMAN

C.R.P.No.1669 of 2014

and

M.P.No.1 of 2014

R.T.Gurumurthy

.. Petitioner / Appellant /
Petitioner/ Petitioner/landlord

Vs.

Daniel (died)
Banumathy

.. Respondent/ Respondent/
Respondent /Respondent/tenant

Prayer: This Civil Revision Petition is filed under Section 25 of the Tamilnadu Lease and Rent Control Act, 1960, against the order and decreetal order dated 12.02.2014 in RCA.No.540 of 2012 passed by the learned VII-Judge, Court of Small Causes, Chennai, confirming the order and decree passed in M.P.No.4 of 2012 in RCOP No.768 of 2011 on the file of the X-Judge, Court of Small Causes, Chennai.

For Petitioner : Mr.S.Senthilnathan

For Respondent : Mr.B.Gandhi

ORDER

The landlord is the revision petitioner and the respondent is the tenant. For the sake of convenience, the parties are referred to as landlord and tenant.

2. The landlord filed R.C.O.P.No.768 of 2011 seeking eviction of the respondent/tenant on the ground of willful default. Pending RCOP, filed M.P.No.4 of 2012 alleging that the respondent is a tenant under the landlord/petitioner in respect of the petition property on a monthly rent of Rs.4,000/-. The tenant committed default in payment of rents from July 2008 to October 2011 amounting to Rs.1,06,500/-. Hence, prayed that the learned Rent Controller may direct the tenant to pay the arrears of rent to the tune of Rs.1,06,500/-. The tenant has let out the petition premises to some one else. According to the landlord, the tenant has sub let to another person Jusudoss and the said Jusudoss sub-let to the present tenant. The petitioner/landlord has not directly established the relationship of landlord and tenant between the present tenant. There is no default committed by the

tenant and hence, the tenant prays to dismiss the above miscellaneous petition.

3. On consideration, the trial Court/Rent Controller has dismissed the said petition and rejected the relief sought for by the landlord and hence the landlord has filed RCA.No.540 of 2012 and pending RCA, he also filed M.P.No.492 of 2013 under Section 11(3) of the Tamilnadu Buildings (Lease and Rent Control) Act, to direct the respondent to pay the arrears of monthly rent to the tune of Rs.1,63,500/- in terms of Section 11(3) of the Act and on failing which, to stop all further proceedings in the main RCA and eviction will be ordered. The learned Rent Control Appellate Authority (VII-Judge, Court of Small Causes, Chennai) also confirmed the order passed by the learned Rent Controller (X-Judge, Court of Small Causes, Chennai) and hence this Civil Revision Petition.

4. Heard both side and perused the records placed before this Court.

5. According to the landlord, the monthly rent is Rs.4,000/- and the respondent/tenant is a defaulter in payment of rent from July 2008 to October 2011 amounted to Rs.1,06,500/-. According to the tenant, this

property was originally sub-letted to another person and hence he is not liable to pay the amount. In the petition, the landlord has not stated the monthly rent was enhanced. The alleged enhancement of rent is also disputed by the tenant. According to the tenant, he sent the money order from 02.05.2011 to 24.11.2011 to the landlord at the rate of Rs.1,500/- per month as rent. Taking into consideration that the tenant has paid rent through money order at the rate of Rs.1,500/-, the alleged sub tenancy does not arise and hence, the said contention of the tenant stands negative.

6. According to the petitioner/landlord, the monthly rent is fixed at the rate of Rs.4,000/-, but the tenant has sent Rs.1,500/- in the year 2011 and thereafter there is no evidence of payment of monthly rent. Taking into consideration that the legal notice issued by the landlord with regard to the contractual rent under Ex.P.1 was returned. In Ex.P1-notice, the landlord has stated that it is Rs.3,000/- per month as per the affidavit and hence, the tenant is liable to pay the admitted rent of Rs.1,500/-. As the tenant paid rent through money order and admittedly no notice of reply was given to Ex.P1-notice, which also seems to significance and therefore in the interest of justice this Court is inclined to allow this Civil Revision Petition in part.

7. In the result, this Civil Revision Petition is partly allowed. The tenant is directed to deposit arrears of rent at the rate of Rs.3,000/- per month from July, 2008 to till date, and on such deposit being made, the landlord is permitted to withdraw only 50% of the said amount at the rate of Rs.1,500/- per month and the same is without prejudice to the rights and contention of both the parties, and the balance amount shall remain in the Court deposit. No Costs. Consequently, connected miscellaneous petition is closed.

8. Both parties are at liberty to file separate calculation memo before the learned Rent Controller and the balance of amount to be paid within a period of four weeks, less the amount already paid, if any, from the date of order to be passed by the learned Rent Controller based on the memo of calculation. The learned Rent Controller (X-Judge, Court of Small Causes, Chennai) is directed to dispose of the R.C.O.P.No.768 of 2011, within a period of eight weeks from the date of receipt of a copy of this order.

17.03.2020

Index : Yes/No
Internet: Yes/No
PJL

To

1. The VII-Judge,
Court of Small Causes,
Chennai.
2. The X-Judge,
Court of Small Causes,
Chennai.
3. The Section Officer,
Vernacular Records,
Madras High Court,
Madras.



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C.R.P.(NPD)No.1669 of 2014

RMT.TEEKARAMAN, J.

PJL



**Order made in
C.R.P.(NPD)No.1669 of 2014**

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