

IN THE HIGH COURT OF JUDICATURE AT MADRAS
RESERVED ON : 04.02.2020
PRONOUNCED ON : 08.06.2020
CORAM :
THE HONOURABLE MR.JUSTICE RMT. TEEKAA RAMAN
C.R.P. (NPD) No.2989 of 2014
and
M.P No.1 of 2014

1.K.Balasubramaniam
2.K.Ramanathan
3.K.Rajasekar
4.K.Arunachalam ...Petitioners/Tenants

-vs-

Sri Vinayagar Finance, Namakkal
(A registered Partnership firm by its
Managing Partner N.K.Natarajan)
D.No.61, Main Road,
Namakkal Town, Taluk and District. ...Respondent/Landlord

PRAYER: Civil Revision Petition is filed under Section 25 of the Tamilnadu Building (Lease and Rent control) Act 18 of 1960 as amended by Act 23 of 1973 and Act 1 of 1980, against the order and decretal order dated 13.06.2014 made in R.C.A.No.2 of 2014 on the file of the Appellate Authority (Rent Control) (Subordinate Judge, Tiruchengode) reversing the order and decretal order dated 01.12.2011 made in H.R.C.O.P.No.9 of 2010 on the file of the Rent Controller (Principal District Munsif), Namakkal.

For Petitioners: Mr.P.Anbazhagan

For Respondent : Mr.Krishna Prasad.R
for M/s. Sarvabhauman Associate

ORDER

The tenants are the revision petitioners herein.

2.The petitioners/tenants filed H.R.C.O.P.No.9 of 2010, before the Rent Controller (Principal District Munsif), Namakkal, to deposit the monthly rent to the credit of HRCOP, as the landlord refused to receive the rent. After contest, the said petition was allowed and the landlord filed R.C.A.No.2 of 2014 on the file of the Appellate Authority (Rent Control) (Subordinate Judge, Tiruchengode) and the same was allowed. Hence, the civil revision petition.

3.This H.R.C.O.P.No.9 of 2010 seems to have been filed by the tenants during the pendency of H.R.C.O.P.No.7 of 2010 filed by the landlord for eviction on the ground of owner occupation under Section 10(3)(c) of the Tamil Nadu Buildings (Lease and Rent Control) Act, which is culminated in C.R.P.No.3184 of 2014 and the same is disposed of by a separate order on the same day (today).

4.For the sake of convenience, the parties are referred to as landlord and tenants.

5.The brief averments of the petition in H.R.C.O.P.No.9 of 2012 reads as follows:-

(i)The petition mentioned property is belonged to the respondent. The petitioners' father Karuppai and the then owner of the building by name, Ramaiah were jointly running the textile stores in the name of National textile stores in the year 1946. Subsequently, the father of the petitioners himself started the above business as tenants in the premises from the year 1964 onwards and initially, the monthly rent was Rs.130/- and subsequently, it was periodically increased to Rs.190/-. Thereafter, in the year 1975, the respondent had purchased the petition mentioned property and the father of the petitioners, by name Karuppaiah was continued to be a tenant in the premises till his death in the year 2003 and at the time of his death, the monthly rent was Rs.3,900/-. In the mean time, this respondent has filed H.R.C.O.P No.12 of 1985 against the father of the petitioners in the year 1985 to vacate the premises and hand over the possession and the same was dismissed. Against which, he preferred C.R.P.No.32 of 1993, before the Honourable High Court, Madras and when the same was pending, there was a compromise between the said Karuppaiah and this respondent and therefore, the said civil revision petition was not pressed as settled out of court and subsequently, the rent was periodically increased as Rs.5,070/- and at present, the monthly rent is Rs.6,600/-

(ii) The petitioners have sent the monthly rent from January to April 2010, by money order but the respondent has not received the same and returned the money order. Therefore, the petitioners have issued the notice calling upon the respondent to give the bank account number so as to deposit the rent. But the respondent has not furnished the bank account particulars also. But instead of that, the respondent has filed H.R.C.O.P.No.7 of 2010, on 29.04.2010, against the petitioners to evict them from the premises. Therefore, it has become just and necessary for this petitioners to deposit the monthly rent into the Court.

6.The sum and substance of the counter filed by the landlord reads as follows:-

It is true that R.C.O.P.No.12 of 1985 and R.C.A.No.11 of 1987 were dismissed and there was a compromise in C.R.P.No.32 of 1993. It is also true that the rent was paid till December 2009. But subsequently, the rent was not increased from January 2010. Actually, on 10.11.2008, this respondent has issued notice to the petitioners to vacate the premises and handover the possession, as it is required for the respondent and after the receipt of the same, the petitioners have issued a reply notice dated 01.12.2008 and they agreed that they would vacate the premises and handover the possession within a year, for which this respondent also agreed and so, the respondent has not filed any case. But even after the one year and four months, the petitioners have not vacated the premises as promised and hence, this respondent has filed H.R.C.O.P.No.7 of 2010 and after receiving the Court notice, these petitioners have filed this petition with mala fide intention.

7.Before the Rent Controller, on the side of the petitioners, P.W1 was examined and Ex.P1 to Ex.P8 were marked and on the side of the respondent, RW1 was examined and no documents marked.

8.On consideration of oral and documentary evidence, the learned Rent Controller has allowed the petition and permitted the petitioners/tenants to deposit the rent into the Court. Against which, the aggrieved respondent has preferred R.C.A.No.2 of 2014, before the Appellate Authority (Rent Control) (Subordinate Judge, Tiruchengode) and the same was allowed by the Appellate Authority (Rent Control) on 13.06.2014. Hence, the Civil Revision Petition filed by the petitioners/tenants.

9(a).After perusing the records and also after hearing the rival submissions made by the parties, are considered.

9(b).It is an admitted fact that this respondent is the landlord and the petitioners are the tenants in the petition mentioned premises. It is also admitted fact that the petitioners have paid the monthly rent periodically from the date of their inception as tenants in the premises, for which the respondent had issued the rent receipt. The case of the petitioners is that as per the oral agreement between them, the present rent is fixed as Rs.6,600/-. As the landlord refused to receive the amount, the petitioners filed petition seeking permission of the Court to deposit the rent into the Court.

10.The said claim of the petitioners/tenants is resisted by the landlord alleging that even in the year 2008 itself, he

has issued notice calling upon the tenants to vacate the premises on valid reasons. After receipt of the notice, the tenant had issued a reply notice dated 01.12.2008, and thereafter, requested the landlord to give one year time to vacate and handover the vacant possession by choosing an alternate accommodation by the tenants. As they failed to do so, the landlord has filed H.R.C.O.P. No.7 of 2012 and summons are served on the tenants and hence, this petition is only a counterblast and prayed for dismissal.

11.The point for consideration is whether this respondent/landlord had willfully and wantonly refused to receive the rent from the petitioners/tenants, which warranted the petitioners to file the petition seeking permission to deposit the rent into the Court.

12. On careful perusal of the entire case records, it is a admitted fact that the monthly rent was only Rs.5,070/- till December 2009. It is also admitted fact that the landlord issued a legal notice on 10.11.2008 itself calling upon the tenants to vacate the premises and handover the possession and the said notice also received by the tenants and they have not vacated the premises and hence, the landlord filed H.R.C.O.P.No.07 of 2010. When the monthly rate of rent was only Rs.5,070/-, the landlord cannot receive the higher rate of amount of Rs.6,600/-. Because if the landlord had received the enhanced rate of rent, there may be a chance for the tenants to say that the landlord had extended the lease period for the year 2010 also and in such a case, it will be a stigma for the landlord in the eviction petition filed in H.R.C.O.P.No.7 of 2010. Therefore, the landlord had rightly refused to receive the higher rate of amount offered by the tenants.

13.Accordingly, this Court finds that there is no bona fide or valid reasons for the petitioners, since the landlord has already initiated eviction proceedings and Rs.6,600/- said to be enhanced rent is not proved, in view of the admission that the monthly rent is only Rs.5,070/-. The landlord has rightly rejected the same and hence, the reason assigned by the rent control appellate authority is just and proper does not warrant any interference.

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14.In view of the above observations, this Civil Revision Petition is dismissed. No costs. Consequently, connected miscellaneous petition is closed.

-s/d-
Assistant Registrar

True Copy
Sub-Assistant Registrar

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To

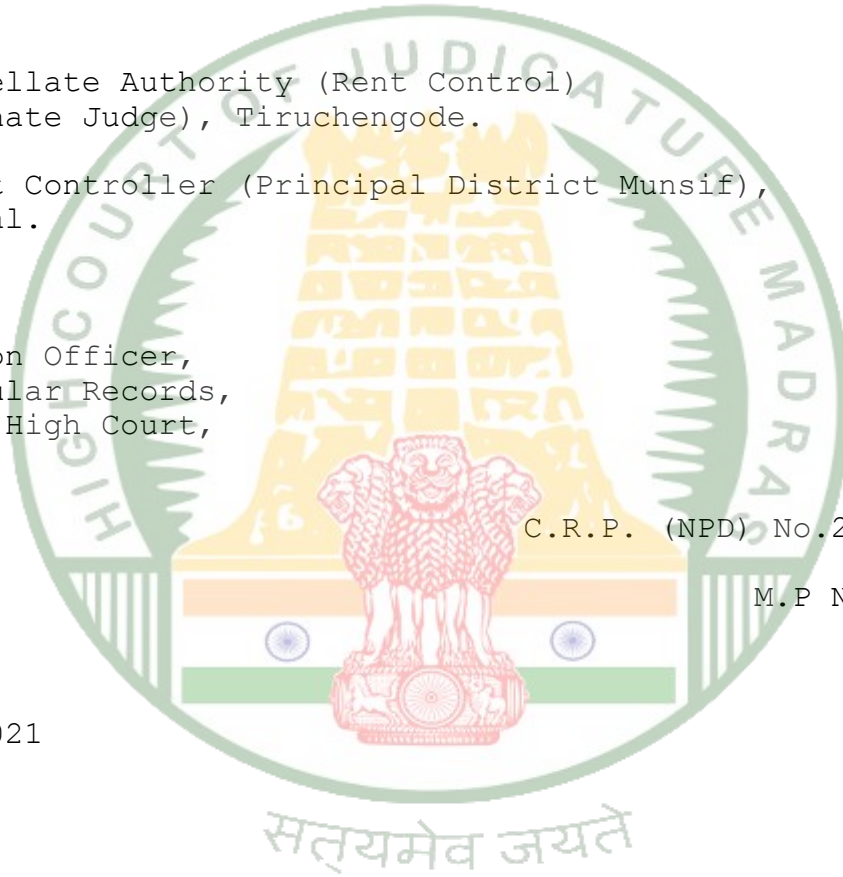
1.The Appellate Authority (Rent Control)
(Subordinate Judge), Tiruchengode.

2.The Rent Controller (Principal District Munsif),
Namakkal.

Copy to:
The Section Officer,
Vernacular Records,
Madras High Court,
Madras.

C.R.P. (NPD) No.2989 of 2014
and
M.P No.1 of 2014

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