



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 16.03.2020

CORAM:

THE HONOURABLE MR.JUSTICE P.VELMURUGAN

CRP(MD)No.460 of 2020**and****CMP(MD)No.2804 of 2020**

P.Muruganandam

... Petitioner / Tenant

versus

B.Irudhayaraj

... Respondent / Landlord

Civil Revision Petition filed under Section 25 of Tamil Nadu Buildings (Lease & Rent Control) Act, 1960, against the order dated 04.01.2020 passed in R.C.A.No.26 of 2015 on the file of the Rent Control Appellate Authority, (learned Principal Sub Judge), Madurai.

For Petitioner : Mr.C.Godwin

ORDER

The revision petitioner is the tenant and the respondent herein is the landlord.

2. The respondent herein/Landlord filed a petition in R.C.O.P.No.55 of 2011 before the Rent Controller (Additional District Munsif), Madurai, against the revision petitioner/tenant for eviction on the ground of willful default, own use and occupation and also for act of waste. After the enquiry, the learned Rent Controller, vide order dated 05.01.2015, allowed the petition and ordered for eviction. Challenging the same, the revision petitioner/tenant filed an appeal in R.C.A.No.26 of 2015 before the Rent Control Appellate Authority (learned Principal Sub Judge), Madurai. After hearing the arguments on both sides and on a perusal of records, the learned Rent Control Appellate Authority, vide order dated 04.01.2020, dismissed the appeal confirming the order of the Rent Controller. Aggrieved over the same, the tenant is before this Court.

3. The learned counsel appearing for the revision petitioner submitted that initially, the rent was fixed at Rs.1,200/-, subsequently, it was raised up to Rs.1,800/- without the consent of the tenant. The learned counsel further submitted that the tenant initially paid a sum of Rs.10,000/- towards advance. When the advance amount was more than the rent to be paid by the tenant, as per the decision of this Court, the arrears of rent can be deducted



from the advance amount, therefore, it cannot be said that the tenant has committed willful default in payment of rent.

3.1. Further, it is submitted that the tenant with the permission of the landlord put up additional construction in the building, therefore, there is no act of wastage and further, the requirement of building to the landlord is not bona fide. It is further submitted that though the Rent Controller failed to consider the case of the tenant, the Rent Control Appellate Authority has also failed to re-appreciate the entire evidence and also arrived at a wrong conclusion by following the order of the Rent Controller, which warrants interference.

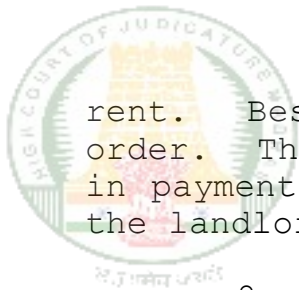
3.2. The learned counsel appearing for the tenant/revision petitioner further submitted that soon after receiving the summons from the Rent Controller, the tenant deposited the entire arrears of rent, as such, it cannot be said that the tenant has committed willful default in payment of rent. In support of his contention, the learned counsel for the tenant/revision petitioner has also relied upon a decision of this Court in the case of **V.Subramanian vs. J.Venkatraman and J.Sreenivasan**, reported in **2004 (3) L.W. 487**.

4. Today, when the matter came up for admission, heard the learned counsel for the petitioner and this Court carefully considered the documents and the defence taken by the revision petitioner/tenant and also the grounds taken by the revision petitioner before the Rent Control Appellate Authority.

5. In this case, the revision petitioner has himself admitted that initially, the rent was fixed at Rs.1,200/- and it was periodically raised up to Rs.1,800/- without his consent. But, at the time of filing the petition before the Rent Controller, the monthly rent is Rs.2250/- and this quantum is not admitted by the tenant. Therefore, the monthly quantum of rent itself is disputed.

6. Before the Rent Controller, it was the case of the the landlord that the tenancy itself was oral and as per the terms of lease, the monthly rent was fixed at Rs.1,000/- and a sum of Rs.10,000/- was received towards advance. The lease period was for two years from 15.01.1999 to 15.01.2001. But, the tenant was irregular in payment of monthly rent and even after the expiry of tenancy period, the tenant continued in possession of the premises with an enhanced rate of Rs.100/- every year and the present monthly rent is Rs.2,250/-. Thereafter, the tenant is irregular in payment of rent from March 2010 to February 2011 for 12 months. It is further alleged that the tenant has also altered the building and made additional construction in the upstairs without the consent of the landlord.

7. On the other hand, it is the case of the tenant that <https://hcservices.courts.gov.in/hcservices/> hearing of the RCOP, he has paid the entire arrears of



rent. Besides this he has paid the rent regularly through money order. Therefore, the tenant has not committed any willful default in payment of rent. It is further stated that with the consent of the landlord, he put up additional construction in the building.

8. A perusal of the records would go to show that the revision petitioner/tenant is irregular in payment of rent from March 2010 to February 2011 and the landlord filed RCOP No.55 of 2011 before the Rent Controller in the month of March 2011. After receiving the summons only, the tenant has paid the arrears of rent. Before receiving the summons, the tenant neither has taken any steps to pay the rent through money order or in the Bank Account of the landlord, which shows that the tenant has violated the procedure as contemplated under the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960. Therefore, the contention of the learned counsel for the revision petitioner is not acceptable. Both the Rent Controller and Rent Control Appellate Authority had rightly appreciated the oral and documentary evidence and come to the conclusion that the respondent/landlord is entitled to evict the petitioner/tenant from the premises.

9. Moreover, the tenant/revision petitioner has not produced any evidence to show that with the permission of the landlord, he put up the additional construction in the premises. Further, the respondent/landlord has proved that the requirement of the landlord is bona fide. Therefore, this Court does not find any merits in the Civil Revision Petition.

10. Accordingly, the Civil Revision Petition is dismissed at the admission stage itself. The tenant/revision petitioner is directed to vacate the premises and hand over the possession within a period of one month from the date of receipt of a copy of this order. No costs. Consequently, connected miscellaneous petition is closed.

Sd/-

Assistant Registrar(CS)

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Sub Assistant Registrar(CS)

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To

1. The Rent Control Appellate Authority,
(learned Principal Sub Judge),
Madurai.



2. The Rent Controller,
(Additional District Munsif),
Madurai.

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