



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 25.02.2020

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THE HONOURABLE MRS. JUSTICE R. THARANI

C.R.P.(MD)Nos.1900 and 1902 of 2019
and
C.M.P.(MD)Nos.9715 and 9720 of 2019

Muthuramalingam .. Petitioner in both C.R.Ps. /
Appellant / Respondent - Tenant

Vs.

Vaikunta Narayanan .. Respondent in both C.R.Ps./
Petitioner / Petitioner - Landlord

Common Prayer : This Civil Revision Petition filed under Section 25 of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960, to set aside the judgment and decreetal order dated 29.08.2019 made in R.C.A.Nos.2 and 1 of 2016 on the file of the Appellate Authority under TNBLRC Act/Subordinate Judge, Pattukkottai, confirming the judgment and decreetal order dated 08.06.2016 made in R.C.O.P.Nos.11 and 10 of 2014 on the file of the District Munsif cum Rent Controller, Pattukkottai.

For Petitioner (in both C.R.Ps.) : Mr.S.Deenadhayalan

For Respondent (in both C.R.Ps.) : Mr.C.Padmaraj

COMMON ORDER

Heard the learned counsel appearing for the petitioner.

2.These Civil Revision Petitions have been filed against the order passed in R.C.A.Nos.1 and 2 of 2016 dated 29.08.2019, on the file of the Appellate Authority under TNBLRC Act/Subordinate Judge, Pattukkottai, confirming the judgment and decreetal order made in R.C.O.P.Nos.10 and 11 of 2014 dated 08.06.2016, on the file of the learned District Munsif cum Rent Controller, Pattukkottai.



3.The petitioner herein is the tenant and the respondent herein is the landlord. The landlord has filed petitions in R.C.O.P.Nos.10 and 11 of 2014 for eviction on the ground of default in payment of rent. The Rent Controller granted the relief as prayed by the landlord. The tenant has filed an appeal in R.C.A.Nos.1 and 2 of 2016 and the same was dismissed by the Appellate Authority under TNBLRC Act/Sub ordinate Judge, Pattukottai. Against that order, the tenant has preferred this Civil Revision Petition.

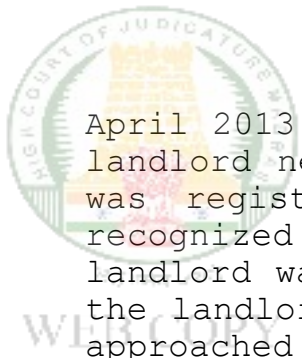
4.Since the prayer in both the civil revision petitions are linked together, both the civil revision petitions are taken up for a common order. For the sake of convenience, the revision petitioner be named as tenant throughout the order and the respondent will be named as landlord throughout the order.

5.The brief case of the landlord is as follows:

The respondent herein is the landlord of a commercial building. The petitioner herein/tenant entered into a lease agreement dated 21.04.2001 and occupied door Nos.300 and 302, for a monthly rent of Rs.1,600/- and for an advance of Rs.30,000/-. The tenant was running a printing press and subsequently, the tenant took another shop bearing door No.304 during the month of August 2002 and extended his business and the rent is fixed as Rs.1,600/- per month per shop. The tenant has agreed to pay the additional advance amount of Rs.50,000/-. The tenant failed to pay the monthly rent as per agreement. The landlord complained the activity of the tenant before Peravurani Trade Association (வர்த்தக பேரரசணி சங்கம்) on 18.11.2011, the tenant agreed to vacate the premises on 31.12.2013. The tenant paid rent up to 31.12.2013 but failed to vacate the premises and thereafter, he failed to pay the rent. The tenant sent a legal notice on 29.05.2014 with false particulars. The landlord send a reply notice dated 06.06.2014. The landlord requested the tenant to vacate the premises and to hand over possession. Even after two months from the date of notice, the tenant failed to vacate the premises. The tenant is a wilful defaulter. Under Section 8 of the Tamil Nadu Buildings (Lease and Rent Control Act), Act 18 of 1960 and the tenant has to be evicted from the premises.

6.The brief case of the petitioner herein/tenant is as follows:

The property belongs to the landlord. Prior to 1996, the landlord leased out the suit property and the tenant is running a printing press. Subsequently the tenant obtained bank loan and started a business with the name and style of 'Mallika offset printers'. At the time of lease agreement, the tenant paid a sum of Rs.2,25,000/-, but the landlord failed to give any receipt. The tenant is regularly paying the rent every month. From the month of



April 2013 onwards, the rent was raised to Rs.1,000/- per shop. The landlord never issued any receipt for the rent. The printing press was registered in the office of District Collectorate and was recognized by the Thanjavur Industrial Centre. Until March 2014, the landlord was receiving Rs.1,000/- as monthly rent for each shop and the landlord further enhanced the rent. On 21.05.2014, the landlord approached the tenant and asked him to pay the enhanced rent but the tenant refused to give the same. The tenant sent a legal notice and the landlord sent a reply notice with false allegation. Thereafter, the landlord failed to receive rent and also failed to furnish the bank details. The tenant sent Rs.9,000/- towards three months arrears for all the three shops by way of money order and the landlord refused to receive the same. The tenant filed a petition in R.C.O.P.No.10 of 2014 to deposit the rent in the Court. There is no rental agreement dated 21.04.2001. The rent agreement is a fraudulent one. The tenant paid a sum of Rs.2,25,000/- as advance. The landlord has filed a false case. Since the petition in R.C.O.P.No.10 of 2014 is pending, the tenant cannot be named as wilful defaulter and prayed the petition to be dismissed.

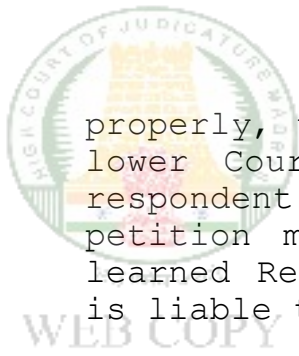
7.After considering both sides, the Rent Controller allowed R.C.O.P.No.11 of 2014 and dismissed R.C.O.P.No.10 of 2014. Against which, the tenant has preferred the appeal.

8.The grounds raised in R.C.A.No.2 of 2016 is as follows:

The lower Court fail to note that the landlord has to prove his case and wrongly come to a conclusion that the contention of the tenant that he is enjoying the petition mentioned shops from 1996 for 17 years and is paying a monthly rent of Rs.700/- only is not true. The landlord failed to prove that on 07.11.2013 he approached the Peravurani Varthaga Sangam and gave complaint about the tenant and the above Sangam enquired about the same. In such circumstances, how the lower Court came to the conclusion that the tenant is a willful defaulter from 01.01.2014 is not explained by the lower Court in its judgment. The lower Court failed to consider the fact that there is no oral or documentary evidence to prove that the tenant is not paying the monthly rent from 31.12.2013. It is to be noted that for non payment of rent no legal action has been taken by the landlord up to 29.05.2014. The lower Court's finding that the tenant had not taken any action to obtain receipt for payment of rent is not correct. On that score the conclusion arrived by the lower Court that the tenant did not pay the monthly rent properly is against law. without any oral or documentary evidence, the lower Court have a finding that the monthly rent for the petition mentioned shops is Rs.1,600/- per shop is not correct.

9.The grounds raised in R.C.A.No.1 of 2016 is as follows:

The lower Court in its judgment gave a finding that the tenant fail to prove that he paid the monthly rent continuously and



properly, which is not correct and the same is to be rejected. The lower Court failed to consider that there is no proof for the respondent to prove that the petitioner did not pay the rent for the petition mentioned shop from April 2014 and the findings of the learned Rent Controller that the petitioner is a willful defaulter is liable to be ignored.

10.The Appellate Authority under TNBLRC Act, Pattukkottai dismissed the appeals. Against which the petitioner has filed the present revision petitions.

11.On the side of the revision petitioner, it is stated that there is no written lease agreement as stated in Ex.P1 in R.C.O.P.No.11 of 2014. The contention of the tenant is that the rent is only Rs.1,000/- per shop per month. The claim of the landlord is that the rent is fixed as Rs.1,600/- per shop per month. The claim of the tenant is that from 1996 till 2013, the rent is only Rs.700/- and the rent was raised during the year 2013. If the rent is only Rs.700/- per shop, there is no possibility for the tenant to pay Rs.2,25,000/- as advance in the year 1996.

12.On the side of the landlord, it is stated that there was a rental agreement and the rent was fixed as Rs.1,600/- per shop per month. P.W.2 was examined to prove the monthly rent. It is stated that instead of paying Rs.4,800/- per month, the tenant sent the money order for Rs.9,000/- towards arrears of three months rent for three shops. The tenant agreed to deposit Rs.1,600/- and filed R.C.O.P.No.10 of 2014. Instead of filing a petition to fix fair rent, the tenant has approached this Court only for depositing of rent which was fixed by the landlord. This clearly proves that the admitted rent is only Rs.1,600/- per month per shop. The tenant filed R.C.O.P.No.10 of 2014 and there is an obligation on the part of the tenant to prove his genuineness. The tenant failed to prove the payment of advance amounting to Rs.2,25,000/-. The tenant failed to prove the quantum of monthly rent. The tenant failed to prove the reason for non payment of rent for consecutive period of three months. The landlord has proved the relationship of tenant and landlord. The landlord has proved the prevailing monthly rent by way of examining P.W.2. The landlord has proved the reason for refusal of the money order. There is no possibility for the tenant to give an advance amount Rs.2,25,000/- during the year 1996.

13.In the above circumstances, the prayer sought for by the landlord is genuine. Both the civil revision petitions are dismissed and the order passed in R.C.A.Nos.1 and 2 of 2016 dated 29.08.2019, on the file of the Appellate Authority under TNBLRC Act/Subordinate Judge, Pattukkottai in turn, confirming the judgment and decretal order made in R.C.O.P.Nos.10 and 11 of 2014 dated 08.06.2016, on the file of the learned District Munsif cum Rent Controller, Pattukkottai is confirmed. The tenant/revision petitioner has to evict the



premises within a period of three months from the date of receipt of copy of this order. No Costs. Consequently, connected miscellaneous petitions are closed.

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Sd/-

Assistant Registrar (CS-I)

/ /2020

Sub Assistant Registrar(CS)

To

1.The Appellate Authority under TNBLRC Act/Subordinate Judge, Pattukottai.

2.The District Munsif cum Rent Controller, Pattukottai.

3.The Section Officer, (2 Copies)
V.R.Section,
Madurai Bench of Madras High Court, Madurai.

+1 CC to M/s.C.PADMARAJ, Advocate (SR-8036[F] dated 25/02/2020)

+2 CC to M/s.S.DEENADHAYALAN, Advocate (SR-8244 & 8246[F] dated 25/02/2020)

C.R.P.(MD)Nos.1900 and 1902 of 2019

25.02.2020

MRN

SDS (16.03.2020) 5P-8C