

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 05.07.2021

CORAM

THE HON'BLE Ms. JUSTICE R.N.MANJULA

C.R.P.(NPD).No.1961 of 2016
and C.M.P.No.10333 of 2016

M/s. Rods and Metals
Rep. by its Proprietrix,
Mrs.B.Durga Devi
No.1004-A, Venkateswara Nagar Annexe,
Perungudi, Chennai – 600096. ... Petitioner

Vs.

1.K.M.Shahul Hameed
2.The Punjab National Bank,
Neelangarai Branch,
Rep. by its Branch Manager. ... Respondents

(2nd respondent is not necessary party)

Prayer: The Civil Revision Petition filed under Article 227 of the Constitution of India, against the docket orders passed on 15.03.2016 in M.P.No.159 of 2014 in R.C.O.P.No.137 of 2013 on the file of the Principal District Munsif Court at Alandur.

For Petitioner : Mr.R.Venkatesan

For Respondents : Mr.K.V.Babu [R1]

R2 – Given up

ORDER

(Heard through video conferencing)

This Civil Revision Petition has been filed challenging the docket order dated 15.03.2016 in M.P.No.159 of 2014 in R.C.O.P.No.137 of 2013 by the Principal District Munsif Court, Alandur.

2. It appears from the contention made by both the parties that the revision petitioner/tenant has vacated the premises by virtue of a Memorandum of Understanding entered into between the petitioner and the respondent/landlord. The copy of the Memorandum of Understanding executed between the parties on 19.09.2018 is also produced. During the pendency of these proceedings, the petitioner has deposited a sum of Rs.1,45,000/- being the arrears of rent.

3. Since it is the arrears of rent, the money is due to the landlord and the petitioner/tenant could not have any claim on the same. However, the petitioner submitted that as per the clause 9 of the Memorandum of Understanding entered into between the parties, he is entitled to withdraw the amount deposited in the Court. Clause 9 does not speak about any past arrears of rent but only with regard to the present and future claims that the respondent has against the petitioner.

4. The learned counsel for the first respondent submitted that by

mentioning present claims and future claims', the respondent only meant the arrears of rent that had accrued after the petitioner deposited the past arrears and that will not include the amount which is in the custody of the Court.

5. Apparently, there is no explicit mention about the amount deposited in the Court so as to entitle the petitioner to withdraw the same. In such view of the matter, the claim of the petitioner that the amount deposited during the pendency of the proceedings should be allowed to be taken by him, cannot be accepted. However, the petitioner has vacated the premises and with that event, this Civil Revision Petition has become infructuous.

In view of the same, this Civil Revision Petition is dismissed as infructuous. The respondent/landlord is at liberty to withdraw the arrears of rent of Rs.1,45,000/- which has been deposited in the Principal District Munsif Court, Alandur by making appropriate application. No costs. Connected civil miscellaneous petition is closed.

05.07.2021

Speaking/Non-speaking
Index: Yes/No

Sni

R.N.MANJULA,J.

Sni

To

1.Principal District Munsif Court,
Alandur.

2.The Section Officer,
V.R.Section,
High Court, Madras.



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