



2. The facts that have constrained the petitioner to file the above contempt petition is briefly narrated herein-below:

The petitioner was a tenant under the respondent/contemnor herein. The respondent had preferred RCOP No.1807 of 2007 seeking the eviction of the petitioner from the premises belonging to the respondent. The Rent Controller had ordered the eviction. Challenging the same, the petitioner had filed RCA No.416 of 2017 on the file of VIII Small Causes Court, Chennai, which also ended in dismissal. Against the said order, the petitioner had filed CRP (NPD) No.1411 of 2019. On 15.04.2019, the said civil revision petition was dismissed with a direction to the revision petitioner to file an affidavit of undertaking to vacate the premises on or before 31.03.2020 and undertaking to pay the monthly rental without any demur. The petitioner has accordingly filed an affidavit of undertaking and by orders of this Court dated 16.04.2019, the following decreetal order came to be passed:

“ (i) that the petitioner do have time till 31.03.2020 to vacate the premises and deliver the vacant possession of the same to the respondent herein;

(ii) that the petitioner herein do continue to pay the monthly rent without any demur;



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(iii) that the respondent in the event of the petitioner complying with clause (i) above do refund the amount of Rs.12,00,000/- (Rupees Twelve Lakhs) to the petitioner herein at the time of vacating the premises subject to the cost of repairs/damages to be spent for restoration of the said building.

(iv) that in the event of the petitioner continuing default in paying the monthly rent as per clause (iii) above, the respondent do take possession of the premises without recourse to an Execution Petitioner;

(v) that the petitioner herein shall not sublet the property to any third party;

(vi) that there is no order as to costs in the above Civil Revision Petition;”

3. The contempt is filed in respect of the violation of clause (iii) of the above order. The petitioner would submit that though he had undertaken to vacate the premises on or before 31.03.2020, due to the global pandemic and the national lock down, the petitioner could not vacate the premises as undertaken and he continued in the premises paying the monthly rents without any default till March, 2021.

4. As soon as the lock down was lifted, the petitioner had informed the respondent in the month of March, 2021 regarding his



intention to vacate the premises and requested the respondent to refund the advance amount of Rs.12 lacs as per the orders of the Court.

5. Pursuant to the above letter, the respondent along with their counsel had visited the premises and the respondent refused to receive back the keys contending that there were damages to the premises. Therefore, in order to get back the advance amount, the petitioner had spent a sum of over Rs.2,08,000/- to restore the property. Once again, he had addressed the notice dated 27.04.2021 regarding the handing over the keys and calling upon the respondent to take possession of the property and return the advance amount of Rs.12 lacs.

6. In the mean time, the respondent who had already initiated execution proceedings in E.P.No.361 of 2019 on the file of the XII Small Causes Court, Chennai, had filed petitions in E.A.Nos.1 and 2 of 2021 seeking to break open the premises and for police aid to evict the petitioner. The petitioner would submit that in response to their notice dated 27.04.2021, the respondent had sent a reply dated 19.05.2021 which was received by the petitioner only on 14.06.2021, in which, they would contend that the costs for setting right the damages would be to the tune of Rs.6 lacs and after defraying the said expenses from



the petitioner. The petitioner would submit that he had already carried out the necessary repairs and the property was in a good condition and there was no basis for the respondent to claim a sum of Rs.6 lacs towards damages / repairs. The petitioner therefore sent a contempt notice dated 09.06.2021 intimating the respondent that he intended to invoke the contempt jurisdiction of this Court since the respondent had not complied with the order set out in clause (iii) of the order dated 16.04.2019 in CRP (NPD) No.1411 of 2019. Since there was no response, the petitioner had filed the instant contempt petition.

7. On being served with the contempt notice, the respondent has filed a counter in which they would contend that the petitioner has suppressed material facts. He would contend that the petitioner has been driving the respondent from pillar to post to get back his property. The respondent would submit that on 03.04.2021, the parties had jointly carried out an inspection of the premises and a detailed note of the various repair works that had to be undertaken was noted down. However, the petitioner and his counsel refused to sign this inspection note though the same was prepared in their presence. The respondent would submit that on receiving the legal notice of the petitioner, the



fact that the petitioner had neither come forward to pay the amount for the repairs nor did they carry out the repairs themselves. Once again, the respondent had reiterated their request for a joint inspection to be carried out with the help of an Engineer and the actual amount of expenses that was to be incurred could be arrived at though such an exercise had been done on 03.04.2021. The notice enclosed the details of the repairs and estimate of expenses. However, the petitioner did not respond positively to the said request. Once again, by notice dated 09.06.2021, the petitioner had informed the respondent that he had restored the premises by spending a sum of Rs.2,10,000/- and was therefore not willing for joint inspection. Without doing so, the petitioner had, all of a sudden, informed the respondent that they intended to hand over the keys of the premises. Therefore, on 22.07.2021, the premises was handed over back to the respondent and its keys given to the learned counsel for the respondent. The respondent would further submit that when the keys were received, an endorsement had also been made on the E.P. that the counsel for the respondent was receiving the keys without prejudice to their rights to carry out inspection and assess the cost for repairs and deduct the same



respondent had engaged the Engineer to carry out an inspection in the premises and submit an estimate for the same. Accordingly, on 03.08.2021, an Approved Valuer had submitted his report pegging the expenses at a sum of Rs.5,93,950/-. The respondent would contend that after deducting this sum and the amounts due towards arrears of the rents, the petitioner had forwarded a demand draft for Rs.2,06,050/- to the petitioner. He would submit that the petitioner had suppressed all these facts. In fact even as per the order dated 16.04.2019 in CRP (NPD) No.1411 of 2019 that it has been clearly stated that the advance amount had to be refunded after deducting therefrom the amount towards the cost of repairs and the arrears of rent. Therefore, the respondent had only acted in consonance with the said order and not in violation thereof. He would therefore pray that the contempt petition be dismissed.

8. The learned counsel on either side had reiterated their contentions and Mr.Dinesh Kumar, learned counsel appearing on behalf of the petitioner would submit that the repair works undertaken by the petitioner is evident from a perusal of the photographs filed in the typed set of papers. The petitioner has shown the property as it was



therefore submit that this would clearly show that the petitioner had undertaken the repair works as per the details that had emerged pursuant to the joint inspection on 03.04.2021.

9. Mr.Rajnish Pathiyil, learned counsel, on the other hand, would submit that the petitioner has not completed the repair work and that they had to undertake the work after they had received the keys of the premises. The respondent had appointed a Valuer who had given a detailed report about the condition in which the property had been handed over to the respondent/contemnor by the petitioner. He would submit that this is sufficient to show that the petitioner had not completed the repair works but has simply done a touch up work.

10. Heard the learned counsels and perused the records.

11. The petitioner has filed a contempt on the ground that the respondent had not refunded the advance amount though the property had been handed over back to him. The respondent has countered this allegation by stating that even as per the order dated 16.04.2019, the refund of the advance amount was subject to the expenses that would be incurred by the respondent for the repair works to restore the property back in shape. Admittedly, there were some repair works that



by the list appended to the legal notice of the respondent dated 19.05.2021. This list has been prepared on 03.04.2021 during the joint inspection by the petitioner and the respondent. The petitioner has admitted the contents of the list though they had not signed the same on the said date. It is surprising that the petitioner who claims to have completed the repair works has not called upon the respondent to inspect the premises in order to show him that all the repairs that were pointed out had been completed. In fact, by their notice dated 19.05.2021, the respondent had called upon the petitioner to come for a joint inspection however, for reasons best known, the petitioner has not responded to the said request. Considering the fact that clause (iii) of the order dated 16.04.2019 in CRP (NPD) No.1411 of 2019 imposed obligations on both parties, it was imperative that the parties had jointly undertaken the inspection work after the petitioner had reported that he had completed the repair work. Having failed to do so, the petitioner cannot now contend that the respondent is guilty of an act of contempt. The petitioner's counsel had also submitted that he had agreed to hand over possession of the property in the month of March, 2021 itself, however, the respondent has deducted rents for the period



offer to vacate had been given in the month of March, 2021, ultimately the petitioner had vacated the premises only in the month of July, 2021. The learned counsel for the respondent argued that the petitioner had stayed on for three more months only on account of the fact that he was not willing to submit himself for a joint inspection. Therefore, he cannot contend that the rents have been wrongly withheld. This Court is inclined to accept the said argument especially on account of the fact that the petitioner has studiously avoided a joint inspection post his letter dated 27.04.2021 informing about the completion of the repair work and his intention to hand over the possession.

12. In the above circumstances, the Contempt Petition stands dismissed.

SD/-
ASSISTANT REGISTRAR(COMM.CASES)
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//Certified to be true copy//

Dated at Madras this the day of 2021.

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GS/22/12/2021