

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 29.01.2021

C O R A M

THE HON'BLE MRS. JUSTICE V.BHAVANI SUBBAROYAN

C.R.P.(PD) Nos.2119 & 2121 of 2020

and

CMP NOS. 13408, 13410, 13414 & 13415 of 2020

Mr. N. Manoharan

... Petitioner
(In both petitions)

Vs.

K. Venkatraj

... Respondent
(In both petitions)

Common Prayer: These Civil Revision Petitions filed under Section 25 of Tamil Nadu Buildings (Lease and Rent Control), Act 1960 seeking for to set aside the Judgment and decree dated 06.03.2020 passed by the learned Rent Control Appellate Authority/Sub-Ordinate Judge, Coonoor in R.C.A. Nos. 2 and 3 of 2019 confirming the order and decree dated 27.06.2018 and 07.02.2019 passed by the learned Rent Controller, Coonoor in R.C.O.P. Nos.1 of 2016 and 3 of 2017.

For Petitioner ... Mr.A. Immanuel

|For Respondent ... Mr. S. Kadarkarai

(In both petitions)

COMMON ORDER

These Civil Revision Petitions under Section 25 of Tamil Nadu Buildings (Lease and Rent Control), Act 1960 seeking for to set aside the Judgment and decree dated 06.03.2020 passed by the learned Rent Control Appellate Authority/Sub-Ordinate Judge, Coonoor in R.C.A. Nos. 2 and 3 of 2009 confirming the order and decree dated 27.06.2018 and 07.02.2019 passed by the learned Rent Controller, Coonoor in R.C.O.P. Nos.1 of 2016 and 3 of 2017.

2. The case of the petitioner is that the respondent herein who is the landlord of the petition mentioned premises, has filed R.C.O.P. Nos.1 of 2016 and 3 of 2017 on the file of the Rent Controller of Coonoor, against the petitioner herein who is the tenant therein, to vacate and handover the possession of the petition mentioned premises because of the building is in dilapidated conditions and wilful default on payment of rent on the side of the tenant/petitioner herein. The same was allowed by orders dated 27.06.2018 and 07.02.2019. Challenging the aforesaid orders, the tenant/petitioner has filed the appeals in R.C.A. Nos. 2 & 3 of 2019 on the file of the Rent Control Appellate Authority, Coonoor,

wherein the learned Judge confirmed the aforesaid both RCOPs and dismissed the appeals filed by the petitioner herein. Being aggrieved, the tenant/petitioner herein has filed these Revision Petitions to set aside the aforesaid orders passed by the Court below.

3 The learned counsel for the petitioner submitted that despite the petition mentioned premises is safe condition, the landlord/respondent herein wantonly filed the R.C.O.P. No.1 of 2016 before Court below to vacate the tenant/petitioner herein on the ground of demolition and reconstruction as the petition mentioned premises is a dilapidated condition. It has been further submitted that the petitioner herein has been a tenant in the petition mentioned premises for the past twenty years while it was rent of Rs.250/- onwards per month, and it was gradually increased upto Rs.4,200/- per month. An advance of Rs.10,000/- was already paid to the landlord/respondent herein. In the meanwhile, the landlord/respondent got signature from the tenant/petitioner herein in an agreement mentioning therein monthly rent as Rs.4,500/- whereas the monthly rent being of Rs.4,200/-. When it was questioned by the tenant/petitioner herein as to the rent has been mentioned for Rs.4500/-

in the rental agreement instead of Rs.4,200/-, as it was originally paid monthly as rent during that time, the landlord/respondent replied that as it was the purpose to submit to Coonoor Municipality, the rent of Rs.4,500/- was mentioned. The tenant/petitioner herein has been paying rent of Rs.4,200/- every month without any default. But, the landlord/respondent has filed R.C.O.P. No.3 of 2017 on the file of the Rent Controller, Coonoor on the ground that the tenant/petitioner herein wilfully refused to pay rent for the petition mentioned premises the difference of Rs.300/- per month from September 2013 to 15.06.2016 totalling to Rs.9,900/-. The learned Rent Controller failed to note that the rent of Rs.4,200/- has been paid every month to the landlord/respondent herein regularly without any fail. Moreover, the landlord/respondent herein has not sent any notice seeking for the difference amount of Rs.300/- every month payable towards rent which is said to be default of rent totalling of Rs.9,900/- from September 2013 to 15.06.2016. Without considering the aforesaid aspects and facts and circumstances of the case, the learned Rent Controller confirmed the R.C.O.P. Nos.1 of 2016 and 3 of 2017 and dismissed both the appeals and hence the orders passed by the Court below are liable to be set aside.

4. Per contra, the learned counsel for the respondent submitted that the learned Judge after considering the facts and circumstances of the case, confirmed both CRPs and dismissed the appeals filed by the tenant/petitioner herein. As the petition mentioned premises is in a dilapidated condition, the Municipal Commissioner, Coonoor, had issued notice dated 14.05.2015 directing the respondent herein to demolish and remove the building. After receipt of the notice from the Municipal Corporation, the landlord/respondent herein has sent a notice to all tenants including the petitioner herein to vacate the building for demolition and reconstruction purpose. At the same time, the petitioner had default in paying the rent for occupying the premises for the rent of Rs.4,500/- every month. Under these circumstances, the landlord/respondent herein has filed both RCOPs against the tenant/petitioner herein. The same was rightly allowed by the Court below against which the appeals filed by the petitioner herein were dismissed confirming the Trial Court's Judgments. Hence, these Civil Revision Petitions are liable to be dismissed as untenable.

4. On a perusal of the record, it is seen that during the trial in RCOP No.1 of 2016, the petitioner and the Planning Inspector were examined as P.W.1 and P.W.2 respectively. Ex.P1 to Ex.P4 were marked on the side of the petitioner therein-landlord/respondent herein. R.W.1 was examined and Ex.R1 and Ex.R2 were marked on the side of the respondent therein-tenant/petitioner herein. Ex.P4 notice dated 14.05.2015 issued by the Coonoor Municipality was corroborated with the deposition of P.W2 who is the one official from Coonoor Municipality. It has been further submitted by P.W.2 that the notice dated 14.05.2015 was issued after complying the required formalities as the petition mentioned premises was in a dilapidated condition which would have been caused to jeopardise to adjacent neighbours. Despite Door No. was not mentioned in the said notice, it was confirmed by the Official that the notice was sent to the petition mentioned premises only. It is evident that the building was not good stage and hence, the Trial Court has rightly allowed the petition directing the tenant/petitioner herein to vacate and handover the possession to the landlord/respondent herein. In another RCOP No.3 of 2017, the Trial Court perused the entire oral and documentary evidence filed by both sides and found that the

respondent therein-tenant/petitioner herein was in default in paying the difference rent of Rs.300/- every month after corroborating with Ex.P1 /Tenancy Agreement dated 17.09.2013 even though Bank Statements and Bank Deposit Challans were marked as Exhibits during the trial wherein there was no evidence produced in paying the difference rent of Rs.300/- according to the rental agreement Ex.P1. Moreover, the respondent therein-tenant/petitioner herein neither produce any documentary nor oral evidence to prove on his side that the rent had been fixed at Rs.4200/- only not to Rs.4,500/- per month. Hence, the Trial Court allowed the aforesaid petition. The petitioner did not produce any evidence with regard to the building good condition before this Court and Courts below. Even though the petitioner has paid rent of Rs.4200/- regularly without any default, however, the rental agreement clearly shows that the rent has been fixed as Rs.4500/-. Whereas the petitioner is in default of payment towards difference amount of Rs.300/- every month totalling to Rs.9900/ - from the month of September 2013 till 15.06.2016 amounting to Rs.9,900/-. In this regard, the petitioner did not produce any evidence whether the rent of Rs.4200/- was only fixed at the time of execution of rental agreement. Hence, in the absence of evidence on the side of the

V.BHAVANI SUBBAROYAN, J.,

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petitioner, the Rent controller rightly confirmed the Judgments and orders of the Trial Court. Hence, this Court is not inclined to interfere with the orders passed by the Court below and these petitions are liable to be dismissed.

5. In the result, these Civil Revision Petitions stand dismissed. Consequently, connected miscellaneous petition is closed if any. There shall be no order as to costs.

29.01.2021

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Index: Yes/No.

Speaking/Non-Speaking order

Internet: Yes/No.

To:

The Learned Rent Controller,
Coonoor

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