

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 01.02.2021

CORAM:

THE HONOURABLE MRS.JUSTICE V.BHAVANI SUBBAROYAN

C.R.P.NPD.No.2239 of 2020

and

C.M.P.No.14094 of 2020

Central Bank of India,
Rep. by its Manager,
Nungambakkam Branch,
Ground Floor,
No.11, Haddows Road,
Chennai - 600 006.

... Petitioner

Vs.

1. Mr.S.Abubacker Siddiq

2. Mrs.Naseema Siddiq

... Respondents

PRAYER: Civil Revision Petition filed under Section 25 of the Tamil Nadu Buildings (Lease and Rent Control) Act 1960), pleased to set aside the order dated 16.08.2019 passed in R.C.A.No.300 of 2014 on the file of VII Small Causes Court, Chennai against R.C.O.P.No.972 of 2012 on the file of XII Small Causes Court, Chennai and and consequently allow the same.

For Appellants : Mr.M.L.Ganesh

For Respondents : Mr.G.Veerapathiran

ORDER

This Civil Revision Petition is filed to set aside the order dated 16.08.2019 passed in R.C.A.No.300 of 2014 pending before VII Additional Small Causes Court, Chennai, against R.C.O.P.No.972 of 2012 on the file of XII Small Causes Court, Chennai.

2.The petitioner had pleaded that the demised property under its occupation is only 3,000 sq.ft and they have fixed the fair rent based on the extent of land occupied by them. He further submitted that they raised dispute regarding the calculation provided by the respondents' Engineers. Regarding the area construction, land value and age of the building, they have filed a Petition before the Rent Control Court in R.C.O.P.972 of 2012 for fixing the fair rent by them. In the said Petition, the respondents have submitted that they have been paid Rs.28,800/- as monthly rent from the date of occupation. Subsequently, they have stated that since the premises is situated in a busy commercial locality and the fair rent would come to Rs.6,54,250/- per month. The Rent Controller after hearing the parties, had fixed a sum of Rs.4,79,244/- as monthly rent @ 12% from the date of petition i.e., 06.06.2012.

3. Aggrieved by the said order, the Central Bank of India has filed appeal before the Rent Control Appellate Authority in R.C.A.No.300 of 2014. The Rent Control Appellate Authority on 16.08.2019 has considered the rival submissions and confirmed the order passed by the Rent Controller. Aggrieved by the same, the Petitioner has filed this petition, wherein various issues have been raised.

4. It is seen from the records that notice has been served on the other side and both the parties had appeared before this Court and the counsels appearing for both sides requested the Court to grant some time for the parties to settle the matter by the procedure. Accordingly, this matter was adjourned periodically and on 29.01.2021, both the parties have entered in to a compromise and had filed the joint memo of compromise before this Court. The joint compromise memo is usefully extracted as follows;

*"The Petitioner and the respondents
respectfully submits as follows:*

1.The petitioner and the respondents have settled their dispute on the following terms.

a)The petitioner bank shall pay a sum of Rs.4.20 crore representing fair rent for the period from June, 2012 to December, 2020. It is made clear that from and out of the aforesaid sum of Rs.4.20 crore, the respondents shall deduct Rs.29,66,400/- already paid by the petitioner bank as rent @ Rs.28,800/- as against the fair rent fixed amount of Rs.4,79,244/- and accordingly the total amount payable by the petitioner bank shall be Rs.3,90,33,600/- till December, 2020 excluding the GST as applicable rate payable by the petitioner bank.

b)The petitioner bank shall vacate the premises on or before 30.06.2021 and for the period from January, 2021 to March, 2021, the respondents shall not insist for rent and the petitioner bank shall pay rent from April, 2021 to June, 2021 at Rs.4,10,000/- per month plus applicable taxes from April, 2021 to till the date of vacating the premises.

2.The petitioner bank further submits that they have already given a letter on 11.01.2021 to the respondents and for which the respondents vide letter

dated 19.01.2021 accepted the aforesaid terms but directed the petitioner bank to pay the same before the disposal of above CRP on aforesaid terms.

3.The petitioner bank further submits that the petitioner bank undertakes to pay the aforesaid sum of Rs.3,90,33,600/- on or before 01.03.2021 to the respondents which was duly acknowledged by them.

4.The petitioner bank therefore prays that this Hon'ble Court may be pleased to record the aforesaid terms and dispose of the CRP as settled out of the court and thus render justice."

5.The learned counsel for both parties further submitted that as per the said memo of compromise, the said Civil Revision Petition can be disposed of with the said conditions which is agreed by both the parties. The petitioner / Bank shall pay the amount of Rs.3,90,33,600/- on or before 01.03.2021 to the respondents and on receiving the same, the respondents shall acknowledge the receipt of the said Bank.

V.BHAVANI SUBBAROYAN,J.

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6.With the above observations, this Civil Revision Petition is disposed of in terms of joint memo of compromise. The joint memo of compromise shall form part of the order. No costs. Consequently, connected Miscellaneous Petition is closed.

01.02.2021

Index : Yes / No

Internet : Yes / No

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To

1. The Chief Controlling Revenue Authority and
Inspector General of Registration
Chennai 600 028.

2. District Revenue Officer (Stamps)
Chennai 600 001

3. Sub Registrar
Villivakkam

C.R.P.NPD.No.2239 of 2020

and

C.M.P.No.14094 of 2020