



WEB COPY

CRP(MD)No.444 of 2021

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

Reserved On : 17.04.2021

Pronounced On : 19.04.2021

CORAM:

THE HONOURABLE MR.JUSTICE K.MURALI SHANKAR

C.R.P.(MD)No.444 of 2021

and

C.M.P.(MD)No.2415 of 2021

V.Kannan : Petitioner/ Petitioner / Respondent

Vs.

1.Akila : Respondents/ Respondents / Petitioner

2.R.Navanathan : 3rd party/Propose party/2nd Respondent

PRAYER: Civil Revision Petition has been filed under Article 227 of Constitution of India, to set aside the order passed in I.A.No.32 of 2018 in R.C.O.P.No.16 of 2018, dated 11.06.2019 passed by the learned District Munsif of Madurai Taluk.

Petitioner : Mr.V.Kannan Party in person.

ORDER

The Civil Revision Petition is directed against the order passed in I.A.No.32 of 2018 in R.C.O.P.No.16 of 2018, dated 11.06.2019 on the file of the District Munsif cum Rent Controller, Madurai Taluk at Madurai.

2.The revision petitioner is the respondent/tenant in R.C.O.P.No.16 of 2018 on the file of the Distirct Munsif Court, Madurai Taluk and the first respondent / petitioner / landlord has filed a petition in R.C.O.P.No.16 of 2018 for eviction on the ground of willful default in payment of rent and the tenant by filing the counter statement is contesting the petition.

3.During the pendency of the above RCOP, the tenant has filed an application in I.A.No.32 of 2018 under Order 1 Rule 10(2) and (4) and Section 151 of C.P.C, seeking orders to implead the proposed party as second respondent in the main petition.



4.It is not in dispute that the revision petitioner/ tenant has filed a suit in O.S.No.15 of 2018, for permanent injunction restraining the defendant therein from in anyway interfering on the peaceful possession and enjoyment of the property except by due process of law. According to the revision petitioner, he has filed the suit as against the first respondent/landlord and the second respondent/ proposed party and subsequently, he filed an application in I.A.No.450 of 2018 to implead the wife of the proposed party as third defendant in the above suit and that since the respondents therein have endorsed that they are not having any counter statement to the impleading petition that petition was ordered to be allowed.

5.The case of the petitioner is that the proposed party, who is the father of the first respondent has also signed in the rental agreement, that the proposed party has also received rent and issued receipt to him and he has managing the affairs of the suit property and that is why he has included him as the second defendant in the suit in O.S.No.15 of 2018 filed by him, that the said proposed party is a necessary party and is to be impleaded and that he will be put into irreparable loss and great hardship and his valuable rights will be very much affected, if the proposed party is not impleaded.

6.It is pertinent to mention that the revision petitioner in the plaint in O.S.No.15 of 2018, has specifically stated that he had taken out the suit property on rent from the first defendant i.e., the first respondent herein and that the lease agreement was entered into between the revision petitioner and the first respondent on 01.04.2016. Moreover, he has further stated in the plaint that the second defendant/ proposed party herein has been managing the affairs of the suit property.

7.No doubt, the revision petitioner has also produced the copy of the lease agreement and according to him, the proposed party has also signed in the agreement. But, it is evident from the said lease agreement that the proposed party has subscribed his signature on behalf of the first respondent/Akila, who is none other than his daughter and the proposed party has not signed in his individual capacity. In the counter statement filed by the revision petitioner in RCOP.No.16 of 2018, he has nowhere stated that the proposed party is also owner of the suit property or that non impleadment of the proposed party is fatal to the case of the 1st respondent.



8.It is pertinent to note that the revision petitioner has not disputed the title of the first respondent even now, but, only alleged that the proposed party had also signed in the rental agreement.

9.Even assuming for arguments sake that the proposed party is a co-owner, it is not at all necessary for all co-owners to be arrayed as the petitioners and for the property owned by more than one person, any one of the co-owners can very well institute the Rent Control proceedings. As rightly pointed out by the learned Rent Controller, the tenant has filed the above application only to protract the proceedings.

10.Considering the above, the decision of the Rent Controller in dismissing the impleading petition cannot be found fault with and consequently, this Court is not inclined to admit the revision.

11.In the result, the Civil Revision Case is dismissed and the order passed in I.A.No.32 of 2018 in R.C.O.P.No.16 of 2018, dated 11.06.2019 by the learned District Munsif of Madurai Taluk, is confirmed. Consequently, connected Miscellaneous Petition is closed. No costs.

Sd/-

Assistant Registrar(AE)

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/ /2021

Sub Assistant Registrar(CS)

das

To

The District Munsif cum Rent Controller,
Madurai Taluk at Madurai.

C.R.P. (MD)No.444 of 2021
and

C.M.P. (MD)No.2415 of 2021
19.04.2021

ns (CO)

TR(04.05.2021) 3P 2C