



C.R.P(PD) No.1111 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :12.04.2022

CORAM:

Mr. JUSTICE N.SESHASAYEE

C.R.P(PD)No.1111 of 2022
& C.M.P.No.5718 of 2022

M.K.Muthurajan

... Petitioner

Vs.

A.Parasuraman

...Respondent

PRAYER: The Civil Revision Petition is filed under Article 227 of Constitution of India, to set aside the order dated 08.10.2021 passed by the Learned Principal Subordinate Judge, Kancheepuram in I.A.No.139 of 2014 in O.S.No.18 of 2014.

For Petitioner : Mr.T.Sundar Rajan

For Respondent : Mr.B.Dayalan



ORDER

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The suit is laid for eviction along with arrears of rent, in which the tenant / defendant has taken out an application under Section 9 of the City Tenancy Protection Act. This Court is informed that this application is now being enquired into by the trial Court. The dispute here is, as to the payment of monthly rent, and for which the plaintiff has taken out I.A.No.139 of 2014.

2.Learned counsel for the defendant / revision petitioner makes a statement that while there was some arrears at certain point of time, today, the entire rent-arrears has been deposited to the credit of the case, and this is now not in dispute. Learned counsel for the lessor / respondent herein concurs that the entire arrears of rent thus have been made and the tenant is now not in arrears. In effect, I.A.No.139 of 2021 has served its purpose and nothing survives for consideration.

3.The dispute now appears to be on an ancillary issue. The plaintiff appears to have taken out a pay out application before the trial Court for withdrawing the rentals which the defendant / revision petitioner has deposited. This is



resisted by the defendant on two grounds:

- a) that he had paid about Rs.1.50 lakhs as advance; and
- b) that he had paid Rs.5.50 lakhs to the plaintiff to enable the latter to pay the Electricity Department towards certain charges levied by the Electricity Board on allegations of theft of electricity.

The plaintiff disputes both the heads of payment, though the learned counsel for the plaintiff admits that the defendant has paid one month rental as advance.

4.This aspect is alien to the present revision, but since both the parties are before the Court, this Court tries to resolve the issue right here to save time for the trial Court. It would be now appropriate that the plaintiff is allowed to withdraw the entire amount except such amount which the defendant claims as the amount he had paid as advance. So far as his allegations that he has paid about 5.50 lakhs in cash to the plaintiff, for the latter to pay it over to the TANGEDCO is concerned, as indicated above, this may require some evidence and it cannot be resolved now. After all, the defendant has taken out an application under Section 9 of the City Tenancy Protection Act, which this



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Court understands is now being enquired into. If at all the Court passes an order favourable to the defendant in that application after due enquiry and fixed any amount as payable towards market price of the property, the sum of Rs.5.50 lakhs claimed to have been paid by the defendant may be adjusted if the enquiry reveals that the defendant has paid the amount. If not, the defendant is at liberty to claim the said amount vide a separate proceeding.

5.The Civil Revision Petition is disposed of in the manner above indicated. Consequently, the Connected Miscellaneous Petition is closed. No Cost.

12.04.2022

Index : Yes/No

kas/dk

To

The Principal Subordinate Court
Kancheepuram



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N.SESHASAYEE.J.,

kas/dk

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