



C.R.P.No.3039 of 2021
and C.M.P.No.21491 of 2021

WEB COPY IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 10.11.2022
CORAM

THE HONOURABLE MRS. JUSTICE **R.HEMALATHA**

C.R.P.No.3039 of 2021

and

C.M.P.No.21491 of 2021

Arumugam ... Petitioner

Vs.

Jayabal ... Respondent

PRAYER: Civil Revision Petition filed under Section 25 of the Pondicherry Buildings (Lease and Rent Control) Act and Section 115 CPC against the decree and judgment dated 19.03.2021 passed by the learned III Additional District Judge, Pondicherry in RCA No.2 of 2019 by upholding the decree and judgment of the Rent Controller I, (Full Additional Charge), Pondicherry in HRCOP No.46 of 2013 dated 23.01.2019.

For Petitioner : Mr.Srinivasamurthy
for Mr.S.Saravana Kumar.

For Respondent : Mr.E.V. Chandru @ Chandrasekaran



C.R.P.No.3039 of 2021
and C.M.P.No.21491 of 2021

WEB COPY

ORDER

The present petition is filed against the decree and judgment dated 19.03.2021 passed by the learned III Additional District Judge, Pondicherry in RCA No.2 of 2019 by upholding the decree and judgment of the Rent Controller I, (Full Additional Charge), Pondicherry in HRCOP No.46 of 2013 dated 23.01.2019.

2.The petitioner is the tenant. The suit property mentioned in the petition was owned by the respondent and was rented out to the petitioner on a monthly rent of Rs.5,000/-. The lease was only for a period of 11 months and was for commercial purpose of running a business of electrical and hardware shop. The lease was not further renewed. According to the landlord who filed HRCOP No.46 of 2013 under Section 10 (2) (i) & (ii) (b) and 10 (3) (a) (ii) & (iii) of the Pondicherry Buildings (Lease and Rent Control) Act, 1969 before the Rent Controller I, (Full Additional Charge), Pondicherry, the tenant not only defaulted in payment of rents but also used the premises for a purpose other than the agreed one and the landlord also wanted the premises for his own use and therefore, sought



C.R.P.No.3039 of 2021
and C.M.P.No.21491 of 2021

WEB COPY

eviction of the tenant. It was also alleged by the landlord that the tenant at one point of time had forged his signature to obtain permission for selling crackers in the shop.

3.The tenant had refuted the allegations made against him and categorically stated that he was regular in payment of rent and that the landlord refused to accept the rents which was offered to him in the form of demand draft and money order. It was also contended by the tenant the rental advance obtained by him was Rs.1,50,000/- and not Rs.50,000/- as claimed by the landlord. The tenant further averred that the electrical and hardware business in the premises has been there since 2007 and prior to that it was a sweet shop and subsequently a hotel and all of these were in the knowledge of the landlord. According to him the trouble arose only when the oral rent of Rs.300/- in 1998 was gradually increased to present rent of Rs.5000/- and there was a demand for enhanced rent of Rs.7,500/- which the tenant refused to pay.



C.R.P.No.3039 of 2021
and C.M.P.No.21491 of 2021

WEB COPY

4.HRCOP.No.46 of 2013 petition was allowed by the learned Rent Controller I, (Full Additional Charge), Pondicherry, vide his orders dated 23.01.2019, on the ground that the tenant had committed wilful default in payment of rents. However the petition was dismissed on the other grounds namely owner's occupation, change of use and nuisance.

5.An appeal in RCA No.2 of 2019 was filed before the learned III Additional District Judge, Pondicherry who is also the Rent Control Appellate Authority. The learned Rent Control Appellate Authority after going through the entire records upheld the findings of the Rent Controller and dismissed the appeal challenging which the present Civil Revision Petition is filed.

6.Heard Mr.Srinivasamurthy learned counsel for the revision petitioner and Mr.E.V. Chandru @ Chandrasekaran, learned counsel



C.R.P.No.3039 of 2021
and C.M.P.No.21491 of 2021

WEB COM appearing for the respondent.

7.Mr.Srinivasamurthy, learned counsel for the tenant / revision petitioner would contend that there was no default in payment of rents and it was the landlord who despite receiving the rents failed to issue rent receipts. It was also argued that the landlord had never had the habit of issuing rent receipts and that the landlord could have produced the receipt book to show that he was in the habit of issuing rent receipts. It is also his contention a sum of Rs.1,50,000/- was held as rental advance by the landlord and in case of any rental arrear he could have adjusted it from the advance.

8.Mr.E.V. Chandru @ Chandrasekaran, learned counsel for the respondent/landlord on the other side argued that the tenant who claims to have made payments of the rent through demand drafts and money order ought to have proved the same by furnishing more details as to the bank and branch from where the demand drafts were drawn and the mode



C.R.P.No.3039 of 2021
and C.M.P.No.21491 of 2021

through which they were sent or returned as claimed in the trial Court.

However the xerox copies of the same were filed in the trial Court without examining the bank officials. It was also argued by him that even assuming that the landlord had refused to receive the rents the tenant ought to taken steps calling upon the landlord to disclose his bank account details to remit the monthly rent and then if the landlord does not heed to the request to send the rent by money order and in case the money order is also refused to approach the Court to deposit the rent. This is as stipulated by Section 8 of the Pondicherry Buildings (Lease and Rent Control) Act, 1969. But the tenant has failed to initiate any of the steps as stipulated in the Act and instead remitted rents in lump sum as mentioned below on receipt of legal notices from the landlord

1.	January 2011 - July 2012	Rs.90,000/-	paid on 30.03.2012
2.	August 2012	Rs.5,000/-	paid on 30.01.2012
3.	August 2012 - September 2013	Rs.85,000/-	paid on 16.06.2017
4.	October 2013 - April 2017	Rs.2,15,000/-	paid on 16.06.2017

It was also pointed out that the rents from May 2017 to till date were not paid at all apart from not paying the rent for the period October 2010 -



C.R.P.No.3039 of 2021
and C.M.P.No.21491 of 2021

WEB COPY *proviso aforesaid, a bank different from the one already specified by him under this sub-section.*

(3) If the landlord specifies a bank as aforesaid, the tenant shall deposit the rent in the bank and shall continue to deposit in it any rent which may be subsequently become due in respect of the building.

(4) If the landlord does not specify a bank as aforesaid, the tenant shall remit the rent to the landlord by money order, after deducting the money order commission.

(5) If the landlord refuses to receive the rent remitted by money order under sub-section (4), the tenant may deposit the rent before the Controller and continue to deposit with him any rent which may subsequently become due in respect of the building. "

It can easily be deciphered that the tenant was in the habit of committing default in payment of rents and had not initiated any steps to follow the statutory provisions of Section 8 as laid down in the said Act. The tenant also did not pay rents for the period October 2010 to December 2010 despite the issuance of notice dated 23.04.2011 (Ex.P3) by the landlord. Moreover, the demand drafts were not sent by the tenants immediately after the landlord refused to receive the rents. A perusal of the demand



C.R.P.No.3039 of 2021
and C.M.P.No.21491 of 2021

WEB COPY

drafts shows that they were sent after a lapse of 18 months or so. It is also seen from the records that the tenant did not pay the rental arrears even on the first hearing of the case. The tenant did not adduce sufficient evidence to show that the advance amount was Rs.1,50,000/- and not Rs.50,000/-. As per law the landlord is not entitled to hold more than a month's rent towards advance. However the tenant had sent the arrears of rent of Rs.40,000/- in one lump sum through a demand draft along with the notice Ex.R1 which is the rent for the period from January 2011 to July 2012. The tenant was afforded full opportunity before the rent controller as well as before the Rent Control Appellate Authority to show his bonafides. Even after the filing of the RCOP the tenant did not pay rents. It is true the he had been a tenant for quite a long period and he should have conducted himself in such a manner as to respect the long standing relationship with the landlord by being prompt in payment of rents. Instead he failed in his duty to pay the rent regularly and has put the landlord in an unenviable position as to seek his eviction due to wilful default in payment of rent. None of the records adduced by him in the trial Court supports his case



C.R.P.No.3039 of 2021
and C.M.P.No.21491 of 2021

WEB COPY

and I do not see any reason to interfere with the findings recorded by both the Courts below .

9.Accordingly, the Civil Revision Petition is dismissed. No costs. Consequently, connected Civil Miscellaneous Petition is closed.

10.11.2022

Index: Yes/No
Internet: Yes/No
Speaking/Non-Speaking order
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C.R.P.No.3039 of 2021
and C.M.P.No.21491 of 2021

R. HEMALATHA, J.
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To

- 1.The III Additional District Judge, Pondicherry.
- 2.The Rent Controller I, (Full Additional Charge), Pondicherry.
- 3.The Section Officer, VR Section, High Court, Madras.

C.R.P.No.3039 of 2021
and C.M.P.No.21491 of 2021

10.11.2022