



C.R.P.Nos.2239 and 2944 of 2021

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved On: 29.08.2022

Delivered On: 22.09.2022

CORAM:

THE HON'BLE MR.JUSTICE SATHI KUMAR SUKUMARA KURUP

C.R.P.Nos.2239 and 2944 of 2021

and

C.M.P.Nos.17002 of 2021 and 1620 of 2022

C.R.P.Nos.2239 of 2021

S.Shankar : Petitioner/Appellant/Respondent/Respondent

Vs.

A.Altaf : Respondent/Respondent/Petitioner/Petitioner

PRAYER: Criminal Revision Petition had been filed under Section 25 of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960, seeking to revise and set aside the Judgment and Decree dated 29.01.2021 passed in R.C.A.No.276 of 2019 by the learned VII Judge, Small Causes Court, Chennai confirming the order and decree dated 12.04.2019 passed in M.P.No.480 of 2018 in R.C.O.P.No.1574 of 2017 by the learned XIII Judge, Small Causes Court, Chennai and allow the application to deposit the rent into Court by allowing this Civil Revision Petition.

C.R.P.Nos.2944 of 2021

S.Shankar : Petitioner/Appellant/Petitioner

Vs.

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WEB COPY A.Altaf

: Respondent/Respondent/Respondent

PRAYER: Criminal Revision Petition had been filed under Section 25 of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960, seeking to revise and set aside the Judgment and Decree dated 29.01.2021 passed in R.C.A.No.275 of 2017 by the learned VII Judge, Small Causes Court, Chennai confirming the order and decree dated 07.08.2017 passed in R.C.O.P.No.1660 of 2015 by the learned XV Judge, Small Causes Court, Chennai and allow the application to deposit the rent into Court by allowing this Civil Revision Petition.

For Petitioners : Mr.S.S.Swaminathan
For Respondent : Mr.RM.Meenakshi Sundaram

COMMON ORDER

Both the Criminal Revision Petitions had been filed seeking to set aside the Judgment and Decree dated 29.01.2021 passed in R.C.A.No.276 of 2019 and R.C.A.No.275 of 2017 by the learned VII Judge, Small Causes Court, Chennai confirming the order and decree dated 12.04.2019 and 07.08.2017 passed in M.P.No.480 of 2018 in R.C.O.P.No.1574 of 2017 and R.C.O.P.No.1660 of 2016 by the learned XIII Judge and learned XV Judge, Small Causes Court, Chennai respectively and allow the application to deposit the rent into Court by allowing these Civil Revision Petitions.

2.The brief facts, which are necessary for disposal of these Civil



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Revision Petitions, are as follows:

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2.1.The Petitioner is a tenant. He had originally entered into a rental agreement with one C.G.Vijayakumar. Subsequently, the Respondent herein issued notice that he is the Landlord having purchased the property. In the meanwhile, one J.Carmel Periyannagaraj preferred land grabbing case against the Respondent before the Central Crime Branch, Prevention of Land Grabbing Cell, Egmore, Chennai. Based on which, the Central Crime Branch had issued summons to the Petitioner's brother to appear before them. The Petitioner's brother appeared before them along with the lease agreement. Thereafter, the Petitioner informed the Respondent to take steps to avoid future harassment to be made by the Police authorities. The Respondent herein had not done so. Instead the Respondent threatened the Petitioner to evict him and seeking delivery of vacant possession. Therefore, the Petitioner herein filed O.S.No.2203 of 2014 on the file of the learned XIII Assistant Judge, City Civil Court, Chennai against the Respondent/Landlord for the relief of permanent injunction. After due trial, the suit was decreed in favour of the Revision Petitioner who is the Respondent in R.C.O.P.No.1660 of



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2015. The Revision Petitioner herein also filed R.C.O.P.No1660 of 2015 seeking permission of the Court to deposit rent into the Court. After due contest, the Rent Control Original Petition No.2660 of 2015 filed by the Revision Petitioner was dismissed. Since there was dispute to the ownership of the Building, the Revision Petitioner had sent money order to the Respondent herein/Landlord. The money order was refused. Therefore, he issued notice seeking to deposit the rent into Bank account of the Landlord seeking details of the Bank account. Instead, he had directed the Revision Petitioner to vacate and hand over vacant possession. At that stage, the Revision Petitioner had filed Petition seeking to deposit rent into Court. That was contested by the Respondent herein/Landlord and that was dismissed. It is the contention of the Revision Petitioner that the Respondent did not enter into lease agreement with the Petitioner herein and also did not produce any document regarding title to the property and as there was land grabbing case pending against the Respondent with the Central Crime Branch, the suit in O.S.No.2203 of 2014 was decreed in favour of the tenant as plaintiff in the suit and the Revision Petitioner herein. The Defendant/Landlord had not preferred any appeal against the said order. Therefore, it has become final.



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On 27.07.2015, the Revision Petitioner herein sent another legal notice seeking Bank details of the Respondent to deposit the rent regularly. After receipt of the notice by the Respondent, the Respondent had not sent any reply. The Revision Petitioner herein had filed R.C.O.P.No.1660 of 2015 seeking deposit of rent. The Respondent/Landlord had not issued receipt as acknowledgment of rent. The learned Counsel for the Petitioner invited the attention of this Court to the counter filed in R.C.O.P.No.1660 of 2015 by the Respondent/Landlord which read as under:

“2.The Respondent submits that he is the owner of the suit mentioned premises bearing No.55, East Madha Koil Street, Royapuram, Chennai – 600 013.

3.The Respondent vehemently denies the averments set out in the petition as false, vexatious statement.

4.The Respondent submit that the petition premises belongs to him and was purchased on 30.09.2013 from Mr.Carmel Joseph (Alias) Joseph Amalanathan for his own needs.

5.The Respondent submits that suit mentioned premises and vacant land is 920 sq.ft. occupied and encroached by the Petitioner. The Petitioner himself admitted that he is the tenant of the suit premises.

6.The Respondent submits that approximately 300 sq. ft. only constructed by them for the commercial purpose. But total extend of 920 sq. ft. encroached by the Petitioner it is under unlawful and illegal.

7.The Respondent submits that total extent of 920 sq. ft. occupied and encroached by the Petitioner. But he pays Rs.6,000/- only per month



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for rent. But now as per market value Rs.20,000/- rent of suit premises.

8.The Respondent submits that he asked the Petitioner to pay the rent of Rs.15,000/- instead of Rs.6000/-. Because he is occupying total extent of 920 sq. ft. for the suit mentioned premises. But the Petitioner refused to pay Rs.15,000/- and also threatened the Respondent, whatever you can do I can't pay Rs.15,000/- for rent even I cannot vacate the suit premises.

9.The Respondent submits that he is having two children, one son and one daughter. He is arranging the marriage of his daughter. So that he wants to sell the premises but the tenant refused to vacate the premises and not ready to increase the rent amount.

10.The Respondent submits that Respondent's daughter marriage affected by this Petitioner's activities.”

2.2.The notice by the Respondent/Landlord only mentions directing the Revision Petitioner to vacate the premises. Therefore, the Petitioner sought Bank details which were not furnished. Instead, he filed R.C.O.P.No.1574 of 2017 seeking the Petitioner herein to vacate the property. The rent tendered by the Revision Petitioner as tenant was also refused by the Respondent/Landlord. The R.C.O.P.No.1660 of 2015 filed by the Petitioner herein seeking permission to deposit the rent was dismissed by the learned Rent Controller, against which, Rent Control Appeal was also filed by the Revision Petitioner as Appellant in R.C.A.No.775 of 2017. The Rent Control



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Appeal preferred by the Petitioner was also dismissed. Against which, the

Civil Revision Petition in C.R.P.No.2944 of 2021 is filed.

2.3.The Petitioner as tenant had followed due procedure as per Section 8 of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960. The learned Appellate Judge failed to appreciate the facts. Therefore, this Civil Revision Petition is to be allowed and the order passed by the learned Rent Control Appellate Authority in R.C.A.No.775 of 2017 is to be set aside.

3.The learned Counsel for the Respondent submitted that there is concurrent finding in R.C.O.P.No.1660 of 2015 and R.C.O.P.No.1574 of 2017 and against the said orders, two appeals were filed in R.C.A.Nos.775 of 2017 and R.C.A.No.276 of 2019. The order become final. Therefore, both the Civil Revision Petitions are not at all maintainable. The learned Counsel for the Respondent relied on the discussion by the learned Rent Controller. The learned Rent Controller clearly stated that step by step procedure had to be followed as per Section 8 of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960. Section 8 of the Tamil Nadu Buildings (Lease and Rent



Control) Act, 1960 stipulates the step by step procedure to be followed. The earlier step is a pre-condition for the next step and strict compliance with the procedure is necessary. When the Landlord refuses to receive the rent, the tenant has to call upon the Landlord within ten days to specify the name of Bank to deposit the rent. However, if the Landlord does not specify the name of the Bank, then the tenant through notice is required to send the amount through money order. If the Landlord still refuses to accept the rent, then the tenant is entitled to file application under Section 8(5) of the Act. As per the finding of the learned Rent Controller, it is observed in paragraph 7 as follows:

“7.In the case on hand it could be seen from petition averments that respondents has sent notice to the Petitioner on 04.05.2015 and the Petitioner has also sent reply notice dated 11.05.2015. Both the Petitioner and Respondent have not produced the above notices and hence the contents could not be analysed. Only after the receipt of notice, the Petitioner has sent the Ex.P1 money order, being one month rent alone. If the Petitioner contends that the Respondent did nto produce the title documents, then the Petitioner ought to have taken legal steps when there is a rival claim as alleged by him. No notice is also sent by the Petitioner calling upon to produce title documents. Even after complaint the Petitioner has tendered rent till March, 2014 to May, 2015 were not sent to the Respondent. Only when the rents sent from April 2014 to May, 2015 were refused by the Respondent, the Petitioner is entitled to follow the procedure as prescribed under the Act. The first step of refusal contemplated under Section 8(2) is not proved b the Petitioner. The Petitioner in order to show his bonafideness has not sent the rent from April 2014 to May 2015 also. But has sent only one month rent and seeks protection under the Act, which is not acceptable. Hence, for



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the reasons stated above this Court is inclined to dismiss the Petition.”

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4.In the appeal preferred by the Appellant in R.C.A.No.775 of 2017 the learned Rent Control Appellate Authority/VII Judge, Small Causes Court, Chennai had confirmed the order passed by the learned Rent Controller/XV Judge, Court of Small Causes, Chennai and in the appeal preferred by the Appellant in R.C.A.No.276 of 2019 the learned Rent Control Appellate Authority/VII Judge, Court of Small Causes, Chennai had confirmed the order passed by the Rent Controller/XIII Judge, Court of Small Causes, Chennai. As against the concurrent findings, these Civil Revision Petitions had been filed.

5.It is the submission of the learned Counsel for the Respondent that the Civil Revision Petitions filed against the concurrent findings are not maintainable. It is maintainable only if there are error in law or error in application of law. When there is concurrent finding, usually the Revision Court will not exercise discretion in interfering with the concurrent findings. These Petitions are filed only to protract the proceedings. After purchase of the property by the Respondent herein, he had sought revision of rent. The



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Petitioner was actually in enjoyment of 300 sq. ft., but he had encroached and in enjoyment of 920 sq. ft. for which as per the market value he had to pay Rs.20,000/- per month. The Respondent/Landlord is in dire need of money for the marriage of his daughter. The Petitioner had been evading to pay the rent and also to pay the revised rent. He is in arrears of rent. The Petition filed by the Petitioner herein in R.C.O.P.No.1660 of 2015 was dismissed on the ground that he had not followed the provision of Section 8 of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960. The learned Counsel for the Respondent invited the attention of this Court to paragraph 5 of the affidavit filed in M.P.No.480 of 2018 in R.C.O.P.No.1574 of 2017 filed by the Respondent/Landlord wherein it has been stated as under:

“5. I submit that the Respondent having withheld the payment of rent from April, 2014 has filed R.C.O.P.No.1660 of 2015 on the file of XIV Court of Small Causes, Chennai seeking permission to deposit the rent under Section 8(5) of Tamil Nadu Buildings (Lease and Rent Control) Act, 1960 and the said Petition was dismissed on merits as per the order dated 07.08.2017 passed by Hon'ble XIV Court of Small Causes, Chennai holding that the Respondent has not shown sufficient cause for non-payment of rent from April 2014 to May 2015 but he has sent one month rent not following the Procedure as contemplated under Section 8(2) and hence, the Petition was dismissed. I further submit that even after filing of the above deposit petition the respondent has failed to pay the rent and has committed willful default as per the Act.”

6.In the affidavit, the Respondent clearly stated that for the default in



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payment of rent and for own purpose, the Landlord preferred

R.C.O.P.No.1574 of 2017 for the requirement of his family. The Petition filed

by the tenant in R.C.O.P.No.1660 of 2015 under Section 8 (5) of Tamil Nadu

Buildings (Lease and Rent Control) Act, 1960 was taken up and disposed of

by the learned XV Judge, Small Causes Court, Chennai and the Petition filed

by the Landlord in M.P.No.480 of 2018 in R.C.O.P.No.1574 of 2017 for

direction to the tenant to pay the arrears of rent and for eviction of the tenant

under Section 11(4) of the Tamil Nadu Buildings (Lease and Rent Control)

Act was allowed. As on the date of filing of the M.P.No.480 of 2018 in

R.C.O.P.No.1574 of 2017, there was arrears of Rs.3,30,000/- (Rupees Three

Lakhs and Thirty Thousand only). The learned Counsel for the Respondent

relied on the finding of the learned XII Judge, Small Causes Court, Chennai

which is extracted as under:

“மேற்சொன்ன காரண காரியங்களை ஒருங்கே ஆய்வு செய்து பார்க்கும்போது மனுதாரர் கூறியுள்ளவாறு ஏப்ரல் 2014லிருந்து அக்டோபர் 2018 வரை மாத வாடகை ரூ.3,30,000/= வாடகை பாக்கியை எதிர்மனுதாரர் வைத்திருப்பதாக இந்நீதிமன்றம் கருதுகிறது. எனவே மனுதாரர் கூறியவாறு பரிகாரம் ஏற்படையதாகும்.”

As per submission of the learned Counsel for the Respondent, this



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finding was upheld by the learned Rent Control Appellate Authority in the order passed in R.C.A.No.276 of 2019.

7.On consideration of the rival submissions, it is found that the Revision Petitioner herein in both the revision petitions is the tenant in the premises. The Rent Control Original Petition filed by the tenant in R.C.O.P.No.1660 of 2015 was dismissed on the ground that it was for non-observance of the provisions under Section 8(5) of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960. Specifically when there is doubt regarding the status of the Landlord, after due notice to the Landlord, directing to furnish the proof of the sale deed, if he fails to furnish the documents, it is for the tenant to seek Bank details. If the Bank details are not furnished then only he shall cause money order. If the money order is refused, then he can approach the Rent Control Court for deposit of rent. In the case in R.C.O.P.No.1660 of 2015, the Petitioner had straight away issued money order and when the money order was refused he caused notice seeking Bank details for which the Respondent directed the Petitioner/tenant to vacate the premises as per the contention of the Petitioner. Therefore, he filed a suit



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for permanent injunction in O.S.No.2203 of 2014 in which after due trial decree was granted in favour of the tenant as Plaintiff in the suit against which the defendant in the suit/Landlord did not prefer any appeal. Armed with the decree in the suit in O.S.No.2203 of 2014 the tenant had filed R.C.O.P.No.1660 of 2015 seeking deposit of rent into Court which was stoutly opposed by the Landlord stating that the Petitioner/Tenant is in arrears of rent and he failed to send money orders regularly. After due enquiry, the learned Rent Controller/XV Judge, Small Causes Court on appreciation of evidence had arrived at a just conclusion that there is arrears of rent of Rs.3,30,000/- on the date of filing of R.C.O.P.No.1574 of 2017. There is default in rent as the Petitioner/Tenant had not sent the rent promptly for each of the month and had not followed the procedure step by step as per Section 8(5) of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960. Therefore, the Petition filed by the Tenant in R.C.O.P.No..1660 of 2015 was dismissed and the R.C.O.P.No.1574 of 2017 was decreed granting time for the Respondent/Tenant in R.C.O.P.No.1574 of 2017 to pay the entire balance within two months from the date of the order. Aggrieved by the same, the tenant as Respondent in R.C.O.P.No.1574 of 2017 preferred R.C.A.No.276



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of 2019 and against the dismissal of R.C.O.P.No.1660 of 2015 the Petitioner

in R.C.O.P.No.1660 of 2015 preferred R.C.A.No.775 of 2017. The

Landlord filed R.C.O.P.No.1574 of 2017 and M.P.No.480 of 2018 under

Section 11(4) of the Tamil Nadu Buildings (Lease and Rent Control) Act in

R.C.O.P.No.1574 of 2017 for directing the tenant to deposit the entire

amount of arrears of rent within the stipulated time failing which R.C.O.P.

proceedings in R.C.O.P.No.1574 of 2017 to be stopped and directing the

tenant to vacate and hand over the possession. Accordingly the Petition in

M.P.No.480 of 2018 was also allowed on 12.04.2019. Pending

R.C.O.P.No.1574 of 2017 the learned Rent Controller/XIII Judge, Small

Causes Court, had passed order directing the tenant to pay the entire arrears

of rent for the period from April 2014 to October 2018 on or before

29.04.2019 failing which the Rent Control proceedings to be stopped in

R.C.O.P.No.1574 of 2017 and directing the tenant to be evicted and to hand

over the vacant possession. The R.C.A.No.276 of 2019 was filed against the

order passed in M.P.No.480 of 2018 in R.C.O.P.No.1574 of 2017 and

R.C.A.No.276 of 2019 was also dismissed. As rightly pointed out by the

learned Counsel for the Respondent/Landlord there is no merit in the Civil



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Revision Petitions.

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8.On perusal of the order of the Rent Controller in M.P.No.480 of 2018 in R.C.O.P.No.1574 of 2017 dated 12.04.2019 and on perusal of the order passed in R.C.A.No.276 of 2019 dated 29.01.2021 also, there is no merit in the Civil Revision Petition. The grounds of revision states that the appellate authority had not appreciated the facts which cannot at all be accepted on perusal of the order passed by the appellate authority. The same is the case with the grounds of revision in C.R.P.No.2944 of 2021 against the Rent Control Appellate Authority in R.C.A.No.775 of 2017 disposed of by the learned VII Judge, Small Causes Court, Chennai. Therefore, the finding of the Rent Control Appellate Authority in R.C.A.No.775 of 2017 and R.C.A.No.276 of 2019 does not warrant any interference. Only if there are technicalities of law involved the Revision Court can exercise its discretion by interfering with the findings given either by the Appellate Judge or by the Rent Controller. When the appellate Judge had appreciated the facts and law properly, there is no ground for the Revision Court to interfere with the findings of the learned Appellate Judge. Therefore, both the Civil Revision



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Petitions have no merits and the same are liable to be dismissed.

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In the result, both the Civil Revision Petitions are dismissed. No costs.

Consequently, connected miscellaneous petitions are closed.

22.09.2022

SRM

Index : Yes / No

Internet : Yes / No

To

- 1.The VII Small Causes Court,
Chennai.
- 2.The XIII Small Causes Court,
Chennai.
- 3.The XV Small Causes Court,
Chennai.

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SATHI KUMAR SUKUMARA KURUP., J.

SRM

**Order made in
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