



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 04.01.2022

CORAM :

THE HONOURABLE MR.JUSTICE R.SUBRAMANIAN

C.R.P (NPD) NO.2973 OF 2021

AND

C.M.P.NO.21250 OF 2021

S.K.Natesan

...Petitioner

Vs.

B.Umapathy

...Respondent

Prayer : Civil Revision Petition filed under Section 25 of the Tamil Nadu Lease and Rent Control Act, 1960 r/w Section 115 of CPC, against the order dated in MP.No.2 of 2021 in RCA.No.168 of 2021 dated 06.12.2021 by the VII-Judge, Small Causes Court, Chennai.

For Petitioner : Mr.L.J.Krishnamurthy

O R D E R

The order challenged in this revision is an order of the learned Rent Controller staying further proceedings pursuant to the order of eviction in RCOP.No.1282 of 2018, subject to condition, the tenant / petitioner herein, deposits the arrears of rent of Rs.2,41,600/- into Court on or before 21.12.2021.

2.The landlord initiated the proceedings for eviction under the Tamil Nadu Buildings (Lease and Rent Control) Act, contending that the tenant has committed default in payment of rent. The tenant resisted the claim of the landlord, claiming that there was no agreement to pay enhanced rent. Pending proceedings, the landlord filed an application under Section 11 of the Tamil Nadu (Lease and Rent Control) Act, seeking a direction to the tenant to deposit the arrears of rent.

3.The said application came to be allowed by the Rent Controller on 26.04.2021 with a direction to pay a sum of Rs.2,41,600/-. Aggrieved, the tenant preferred an appeal in RCA.No.168 of 2021 and sought for stay of operation of the order of the learned Rent Controller. The learned Appellate Authority granted stay, subject to the condition as aforesaid. It is this conditional order, which is a subject matter of challenge in this revision.



4.Mr.L.J.Krishnamurthy, learned counsel appearing for the petitioner would contend that there was no agreement to pay enhanced rent. I do not propose to pronounce on the effect of the relevant clause in the lease deed, since it would have a bearing on the proceedings before the Appellate Authority. Being a discretionary order, I do not think, it can be interfered with in a revision under Section 25 of the Tamil Nadu Buildings (Lease and Rent Control) Act.

5.The Appellate Authority has not directed payment of money to the landlord. It has only directed deposit. The tenant has been directed to deposit the money into Court to show his bonafides. I do not think, such exercise could be interfered with in a revision under Section 25 of the Tamil Nadu (Buildings Lease and Rent Control) Act. This civil revision petition therefore, fails and it is accordingly, dismissed. No costs. Consequently, connected miscellaneous petition is closed.

6.However, the time granted by the Appellate Court for depositing arrears of rent has expired on 21.12.2021. Now that the revision has been disposed of today, the tenant will have six weeks time to deposit the arrears of rent before the Rent Controller to the credit of RCOP.No.1282 of 2018i.e., till 15.02.2022 with usual default clause.

Sd/-
Assistant Registrar(CS-IX)

// True Copy //

Sub Assistant Registrar

kkn

To

The VII Judge,
Small Causes Court,
Chennai.

+3ccs to M/s.L.J.Krishnamurthy, Advocate SR.No.441

+3cc to Mr.L.J.Krishnamurthy, Advocate, SR.No.442 [18/04/2022]

C.R.P (NPD) No.2973 of 2021
and
C.M.P.No.21250 of 2021

RGN(CO)
RVM(14/02/2022)