



C.R.P.No.4204 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 21.12.2022

CORAM

THE HON'BLE Mr. JUSTICE S.M.SUBRAMANIAM

C.R.P.No.4204 of 2022

and

C.M.P.No.22009 of 2022

Mr.B.Kumarakrishnan

... Petitioner

Vs.

Mr.G.Gopikrishnan

... Respondent

Prayer:- Civil Revision Petition is filed under Article 227 of the Constitution of India, to set aside the Judgement and Decree dated 11.11.2022, passed in I.A.No.9 of 2022 in O.S.No.9240 of 2019, on the file of the Learned XXI Asst.Judge, Court of City Civil, Chennai.

For Petitioner : Mr.T.Mathi



C.R.P.No.4204 of 2022

WEB COPY

ORDER

The Civil Revision petition has been filed challenging the fair and decretal order dated 11.11.2022, passed in I.A. No.9 of 2022, in O.S.No.9240 of 2019. The revision petitioner is the defendant in the petition and the respondent instituted a suit for recovery.

2. The suit is now posted for cross-examination of the plaintiff witness. At the stage of cross-examination of the plaintiff witness, the revision petitioner filed an Interlocutory Application to direct the respondent plaintiff to produce the original lease agreement dated 01.11.2012, entered into between the plaintiff and the defendant.

3. The Trial Court considered the facts and circumstances and made a finding that the revision petitioner had admitted the lease agreement in the written statement filed by him in the suit. The revision petitioner /defendant in his written statement had stated that the defendant “wishes to submit that he



C.R.P.No.4204 of 2022

WEB COPY

became a tenant at the defendant's property under a lease agreement dated 01.11.2012 for commercial purpose”, and it is also the defense of the defendant that the defendant has been regular in paying the rent. Thus, the revision petitioner/defendant has categorically admitted the lease agreement dated 01.11.2012 and therefore, production of original lease agreement does not require in the present suit.

4. Once the agreement dated 01.11.2012 was admitted by the defendant in the written statement, thereafter the defendant cannot file an Interlocutory Application for the purpose of production of such documents. The Trial Court further found that the revision petitioner has taken number of adjournments to protract the proceedings. The suit was posted for cross-examination of PW-1 and the revision petitioner took several adjournments for cross-examining the witness. Even the petitioner cross-examined the witness two times but not completed the cross-examination. The trial Court found that the revision petitioner is adopting delay tactics and dragging on the proceedings.



C.R.P.No.4204 of 2022

WEB COPY

5. This Court is of the considered opinion that prolongation and protraction of proceedings by any of the parties to the litigation at no circumstance be encouraged by the Courts. Adjournments are to be granted only when genuine reasons are established and not otherwise. Long adjournments are to be avoided. Once, the trial is commenced, the Court concerned is expected to proceed without granting long adjournments and dispose of the suit as expeditiously as possible. In the event of filing of any frivolous or unnecessary application by any of the parties to the proceedings, the Court shall not hesitate to impose an exemplary or maximum cost, which is to be paid to the other party. Thus, the Court cannot encourage adjournments at the instance of the parties, since adjournment is an exception.

6. In the present case, the revision petitioner/defendant admitted the lease agreement dated 01.11.2012 in the written statement filed in the suit. While so, by prolonging the cross-examination of PW1, the revision petitioner filed an Interlocutory Application to produce the original lease agreement dated 01.12.2012. The intention of the revision petitioner was



C.R.P.No.4204 of 2022

WEB COPY

explicitly found and the Trial Court made a finding that he is attempting to prolong and protract the suit proceedings and thus, this Court does not find any infirmity in respect of the order passed by the Trial Court.

7. Accordingly, fair and decretal order dated 11.11.2022 passed in I.A. No.9 of 2022, in O.S.No.9240 of 2019, stands confirmed and accordingly, the civil revision petition stands **dismissed**. However there shall be no order as to costs. Consequently, connected miscellaneous petition is closed.

sha

21.12.2022

Index:Yes
Internet:Yes
Speaking Order

To

1. XXI Asst.Judge,
City Civil Court, Chennai.

5/6



WEB COPY



C.R.P.No.4204 of 2022

S.M.SUBRAMANIAM.J.,

sha

C.R.P.No.4204 of 2022

21.12.2022