



CRP(PD) (MD) No.1031 of 2022

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 30.11.2022

CORAM : JUSTICE N.SESHASAYEE

C.R.P.(PD) (MD) No.1031 of 2022

and

C.M.P.(MD) No.4107 of 2022

S.Ramesh ... Revision Petitioner/
1st Respondent/1st Defendant

Vs

1.Radhamanalan ... 1st Respondent/Petitioner/
Plaintiff

2.The General Manager,
M/s.United India Insurance Company Ltd.,
Head Office, Chennai.

3.The Zonal Manager,
M/s.United India Insurance Company Ltd.,
Zonal Office, Madurai.

4.The Divisional Manager,
M/s.United India Insurance Company Ltd.,
Divisional Office, Madurai.

5.The Branch Manager,
M/s.United India Insurance Company Ltd.,
Branch Office-2, Madurai. ... Respondents 2 to 5/
Respondents 2 to 5/
Defendants 2 to 5



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Prayer:- Civil Revision Petition filed under Article 227 of the Constitution of India to set aside the order dated 28.01.2022 made in I.A.No.1013 of 2020 in O.S.No.203 of 2020 on the file of the Principal District Court, Madurai.

For Petitioner : Mr.T.Lajapathi Roy

For Respondents : Mr.H.Arumugam for R1

: Mr.G.Prabhu Rajadurai for R2 to R5

ORDER

The revision petitioner herein is the 1st defendant in O.S.No.203 of 2020 on the file of the Principal District Court, Madurai. He contends that he has obtained a ground lease of the property belonging to the 1st respondent/ plaintiff and put up a superstructure for commercial purposes. While so on 15.12.2019, there was a fire accident and portion of the building, suffered in fire accident, was lost entirely. He contends that there are remaining portions of the same building, which he had leased out to the tenants and they are intact. It is in these circumstances, the plaintiff has laid the suit contending that as per the terms of lease, the cost of construction has to be



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adjusted against the monthly rent payable by the revision petitioner and since the subject matter of construction was lost while in the possession of the revision petitioner, he needs the compensation for the same. In other words, it is more *akin* to a lease-cum-hire purchase agreement to borrow a commercial parallel to the present transaction.

2. For quantifying the value of the building lost, the plaintiff had taken out a Commissioner petition and this was allowed. This is now in challenge.

3. The learned counsel for the revision petitioner submitted that besides the rent payable against the building, the 1st respondent/lessor has substantial advance of the amounts parted by the revision petitioner and this can be adjusted against the loss. The learned counsel submitted that the revision petitioner is keen to re-build the portion he had lost in the fire and even made a package-offer to the 1st respondent/plaintiff.

4. The nature of the case may have multiple routes for its resolution, one of which can be a negotiated settlement between the parties. However, at some



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point of time, the value of the building lost may still figure in some way either for adjudicatory purposes or for settlement purposes. And this quantification is inevitable given the cause of action of the suit. That precisely what the trial Court has done and this Court is least inclined to interfere with the same, as this Court does not find the approach of the trial Court either is without jurisdiction or is perverse. Hence, this Civil Revision Petition is dismissed. No costs. Consequently, connected miscellaneous petition is dismissed.

30.11.2022

Internet: Yes
Index: Yes/No

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To

- 1.The Principal District Judge,
Madurai.
- 2.The Section Officer, VR Section,
Madurai Bench of Madras High Court,
Madurai.



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N.SESHASAYEE, J.

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