



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 12.01.2022

CORAM

THE HONOURABLE MS.JUSTICE P.T.ASHA

C.R.P(MD)No.2689 of 2014

Rajarathinam

... Petitioner

Vs.

Palayampatti Nadargal Uravinmurai
Represented by its President,
S.V.K.M.Ramalingam
S/o.S.V.K.Meenakshi Sundara Nadar,
Door No.115, East Masi Street,
Madurai-625001.

... Respondent

PRAYER:- Civil Revision Petition filed under Section 25 of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960 as amended by Act 1 of 1980, to call for records and set aside the order dated 18.02.2014 passed in R.C.A.No.34 of 2012 by the Principal Subordinate Judge cum Rent Control Appellate Authority, Madurai, confirming the order dated 17.07.2012 passed in R.C.O.P.No.70 of 2006 on the file of the Principal District Munsif cum Rent Controller of Madurai and thus allow this civil revision petition and dismiss the eviction petition.

For Petitioner : Mr.K.Guhan

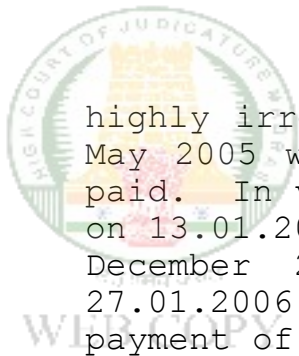
For Respondent : Mr.G.Aravinthan

ORDER

The tenant is the revision petitioner before this Court. The above revision has been filed challenging the concurrent orders of eviction passed against him by the authorities below.

2.The facts in brief are as follows:-

(i) The landlord had filed RCOP No.70 of 2006 seeking eviction of the revision petitioner on the ground of wilful default. It is the case of the respondent that the agreed rent was a sum of Rs.850/- per month and the rent was increased once in three years by 30% and thereafter, the rent was increased once in two years by 20%. From December 2005, the agreed rent was Rs.850/- per month and thereafter upto November 2007, it was Rs.1,020/- per month. The respondent/landlord would contend that the revision petitioner was



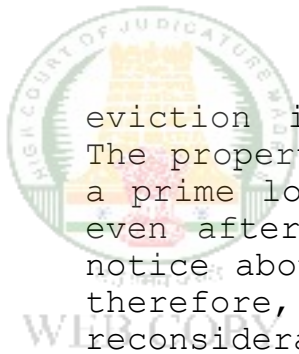
highly irregular in the payment of rents and the last rent due for May 2005 was paid on 28.11.2005 and thereafter the rents were not paid. In view of the above, the respondent had issued legal notice on 13.01.2006 to the petitioner demanding the rent from June 2005 to December 2005, totalling a sum of Rs.6,120/- . A reply was sent on 27.01.2006 enclosing a demand draft for Rs.2550/- towards part payment of the arrears. This amount was adjusted upto the period of August 2005. A rejoinder was also sent calling upon him to make the balance amount. Thereafter, Rs.1,700/- was sent by a demand draft, along with a letter dated 09.03.2006 by the revision petitioner's lawyer and once again, there was a default in the payment of rents for the period November 2005 to February 2006 totalling a sum of Rs.3, 910/-.

(ii) The revision petitioner /tenant had filed a counter *inter alia* contending that there is no agreement between the parties in respect of the periodic enhancement of rent. It was the accountant of the respondent, who was collecting the rents, and the rents were being regularly paid to him. The revision petitioner's demand for issue of a receipt was also ignored. The revision petitioner would submit that the respondent's accountant had refused to receive the rent for the month of June, 2005 without any valid reasons and he insisted on the increased rent. There is no non-payment or wilful default. The rent which was sent by money order, has been returned. The rents which were sent by demand draft to the counsel, has been received. According to the petitioner, he had not committed any wilful default.

(iii) The Rent Controller by his order dated 17.07.2012 was pleased to order the eviction. He had set out the defaults being committed by the petitioner and the fact that after November 2005, there was no payment. The default was continuing pending the proceedings as well. This order was challenged and taken up before the Principal Subordinate Judge/Rent Control Appellate Authority, Madurai. The Appellate Authority has also confirmed the order passed by the Rent Controller. It is challenging the same the revision petitioner is before this Court.

3.Heard the learned counsel appearing on either side and perused the records.

4.The Courts below have clearly on the basis of the documents come to the conclusion that after November, 2005, the revision petitioner has not paid the rents. Even prior to that, the rents were being paid only in a lumpsum and not on a regular basis. The rents were being paid only after the legal notice had been issued by the landlord. Therefore, the tenant has shown supine indifference in the payment of the rents and has deliberately committed the default in the payment of the rents. Further the allegation that rents were not received after June 2005 has not been received is also incorrect as the period of default stated in the petition for



eviction is for the months of November 2005 to February 2006. The property in question is a shop portion at Madurai Town which is a prime locality. Considering the fact that the default continued even after the landlord had put the revision petitioner/tenant on notice about the default, it is a clear case of wilful default and therefore, the orders of the authorities below do not require any reconsideration. Consequently, this Civil Revision Petition is dismissed. No costs.

Sd/-

Assistant Registrar (CS-II)

// True Copy //

/ /2022

Sub Assistant Registrar(CS)

cp

Note : In view of the present lock down owing to COVID-19 pandemic, a web copy of the order may be utilized for official purposes, but, ensuring that the copy of the order that is presented is the correct copy, shall be the responsibility of the advocate/litigant concerned.

To:-

- 1.The Principal Subordinate Judge cum
Rent Control Appellate Authority,
Madurai.
- 2.The Principal District Munsif cum Rent Controller,
Madurai.

Copy to:

The Section Officer, V.R.Section,
Madurai Bench of Madras High Court, Madurai. (2 COPIES)

+1 CC to M/s.K.GUHAN, Advocate (SR-1568[F] dated 12/01/2022)

+1 CC to M/s.G.ARAVINTHAN, Advocate (SR-1411[F] dated 12/01/2022)

C.R.P(MD)No.2689 of 2014

12.01.2022

_RD(17.02.2022) 3P 7C