



CRP(MD)No.1808 of 2022

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 10.11.2022

CORAM:

THE HONOURABLE MR.JUSTICE **B.PUGALENDHI**

CRP (MD) No.1808 of 2022
and
CMP (MD) No.8091 of 2022

R.Muthukumar : Petitioner

Vs.

V.Rajappan : Respondent

PRAYER: Civil Revision Petition filed under Article 227 of the Constitution of India to call for the records relating to the fair and decreetal order dated 21.06.2022 passed by the Rent Controller cum Principal District Munsif, Trichy, in I.A.No.7 of 2022 in R.L.T.O.P.No.38 of 2019 and to set aside the same.

For Petitioner : Mr.R.Sundar

For Respondent : Mr.K.Jayaseelan

ORDER

The respondent / landlord has filed R.L.T.O.P.No.38 of 2019 before the Rent Controller cum Principal



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District Munsif Court, Trichirappalli, for eviction on the ground of arrears of rent and also on own occupation. Pending the proceedings, the petitioner / tenant has filed an interlocutory application in I.A.No.7 of 2022 under Order 8 Rule 1-A(3) CPC to mark a photocopy of an unregistered rental agreement, dated 20.10.1995 and a sale deed dated 14.10.1999 executed in the name of the respondent.

2. According to the petitioner, there was a rental agreement between the petitioner and the respondent's father on 20.10.1995 and as per the agreement, he has paid a sum of Rs.1,50,000/- as an advance amount to the respondent's father through Cheques bearing No.285823 [for a sum of Rs.50,000/-] and No.285825 [for a sum of Rs.1,00,000/-]. The trial Court, by order dated 21.06.2022, partly allowed the application by permitting the petitioner to mark the sale deed dated 14.10.1999, however, rejected the plea for marking the photocopy of the unregistered rental agreement.



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Challenging the same, the petitioner has moved the instant revision petition.

3.Learned Counsel for the petitioner submitted that the petitioner was inducted as a tenant by the respondent's father in the year 1995 and there was a rental agreement on 20.10.1995 between the petitioner and the respondent's father. As per the rental agreement, this petitioner has also paid a sum of Rs.1,50,000/- through Cheques bearing Nos.285823 & 285825. The original rental agreement was with the landlord and he is having the photocopy of that document alone. That document would show that an advance amount has been paid to the respondent's father in the year 1995 through Cheques, which was accepted by the respondent's father.

4.He further submitted that this is a crucial document for deciding the case. Since the petitioner is having the photocopy of the document, he issued a



notice to the respondent / landlord to produce the original rental agreement, but, they have not responded. Therefore, he sought to mark the photocopy of the document, however, the trial Court has rejected the same. In support of his contention, the learned Counsel has also relied upon the decision of the Hon'ble Supreme Court in ***Bipin Shantilal Panchal v. State of Gujarat and Another*** [(2001) 3 SCC 1].

5.Learned Counsel for the respondent submitted that the petitioner has produced a photocopy for marking, which cannot be permitted under law. The contention of the petitioner that the original agreement was retained by the respondent's father is not correct and they are not having any such document. It is the pleading of the petitioner that there was a document and therefore, he is duty bound to produce the same and prove it, in the manner known to law. The trial Court, considering the aspects, has rightly rejected the plea.



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6.This Court considered the rival submissions and also perused the available records.

7.The respondent / plaintiff has filed the petition for eviction on the ground of default and own occupation. The petitioner / tenant is defending the case that there was an unregistered rental agreement and pursuant to the agreement, he has paid a sum of Rs.1,50,000/-. The petitioner also claims that he has paid an advance amount of Rs.1,50,000/- through Cheques and that he could also establish the receipt of amount through the bank officials.

8.It is not that the petitioner has filed the application without taking any steps to produce the original agreement. He has issued a notice to the respondent for production of the original agreement and since the respondent has not responded, he has come forward with this application.



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B.PUGALENDHI, J.

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9.Considering the nature of relief sought for, this revision petition stands disposed of, with a direction to the trial Court to permit the petitioner to mark the photocopy of the unregistered rental agreement after satisfying the provisions under Section 65 of the Evidence Act. Considering the age of the proceedings, the trial Court shall expedite the trial and dispose of the same in R.L.T.O.P.No.38 of 2019 within a period of four months from the date of receipt of a copy of this order. No costs. Consequently, connected miscellaneous petition is closed.

Index : Yes / No
Internet : Yes
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10.11.2022

To

The Principal District Munsif,
Trichirappalli.

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