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C.R.P.Nos.990 and 991 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 10.07.2023

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THE HONOURABLE MRS.JUSTICE V.BHAVANI SUBBAROYAN

C.R.P.Nos.990 and 991 of 2023
and
CMP.Nos.7288 and 7287 of 2023

R.K.Umedmal

.. Petitioner in both C.R.Ps

Versus

S.Sharath Babu

.. Respondent in both C.R.Ps

Common Prayer: These Civil Revision Petitions are filed under Article 227 of the Constitution of India, to set aside the orders dated 16.03.2023 passed in I.A.Nos.1 and 2 of 2023 in RLTA No.18 of 2023 on the file of IV Additional City Civil Court, Chennai and set aside the same and allow I.A.Nos.1 and 2 of 2023.

For Petitioner
in both C.R.Ps

: Mr.Om Sai Ram

For Respondent
in both C.R.Ps

: Ms.B.Megadharshini



C.R.P.Nos.990 and 991 of 2023

ORDER

These Civil Revision Petitions have been filed against the orders dated 16.03.2023 passed in I.A.Nos.1 and 2 of 2023 in RLTA No.18 of 2023 on the file of IV Additional City Civil Court, Chennai.

The brief facts of the case is that:-

2. The petitioner is the tenant and the respondent is the landlord. The respondent is the absolute owner of the property and the petitioner was inducted as a tenant in respect of the petition mentioned property, on a monthly rent of Rs.700/- and the petitioner has not paid any amount as rental advance of the shop portion where he is running business and the tenancy is non residential and that there is no rental agreement between the petitioner and the respondent. As there was no written agreement in place on the date of the commencement of the New Tenancy Act, viz., TNRRRLT Act, 2017, and there was clear failure to enter into an agreement as contemplated under Section 4(2) of the Act, the respondent had sent a notice dated 17.11.2021 to the petitioner to enter into an rental agreement which was enclosed along with the notice failing which the petitioner shall vacate and handover the vacant possession of the premises.



C.R.P.Nos.990 and 991 of 2023

The petitioner has sent a reply dated 22.12.2021 stating that he would enter into tenancy agreement, if its terms are suitable and sent the draft rental agreement with modifications in the rent and advance amount, for which the respondent sent a reply dated 31.12.2021 stating that the terms of the draft agreement sent by the petitioner is unfair and not acceptable. At that stage, the petitioner has filed RCOP No. 1101 of 2015 in which the learned Rent Controller has fixed the fair rent against which the petitioner has filed RCA No. 25 of 2023 along with MP No. 2 of 2023 before the VII Small Causes Court, Chennai contending that the learned Rent Controller has not considered material aspects relating to the market value and has fixed an unreasonable amount as fair rent and that the respondent might file a petition for eviction alleging willful default in payment of rent. The VII Judge, Court of Small Causes, Chennai by order dated 03.03.2023 in MP No. 2 of 2023 granted interim stay upon condition that the petitioner herein pays the entire agreed contractual rent to the respondent on or before 04.04.2023 and continues to pay the subsequent rents that may become due on or before the 7th of every succeeding month and further deposit the arrears of rent namely the difference between the fair rent and the contractual rent to the credit of RCOP No. 1101 of 2015 on or before



C.R.P.Nos.990 and 991 of 2023

04.04.2023 and also to continue to deposit the subsequent differential

rents that may become due on or before the 7th day of every calender month

till the disposal of that petition. In that backdrop, the respondent filed a

petition in RLTOP No.21 of 2022 before the XVI Judge, Court of Small

Causes, Chennai in which the petitioner was directed to vacate and

handover the vacant possession of the petition premises to the respondent

within one month by order dated 05.12.2021 against which the petitioner

has filed RLTA No. 18 of 2023 before the IV Additional City Civil Court,

Chennai. In that appeal, the petitioner has filed IA No. 1 of 2023 to stay

the order of eviction in which interim stay was granted by order dated

18.02.2023 on condition that the petitioner shall pay the admitted rent

without arrears and 25% of the rent fixed by the XII Small Causes Court,

Chennai within 18 days from 18.02.2023 (ie) on or before 07.03.2023.

The petitioner has also file IA No. 2 of 2023 to modify the order in IA No.

1 of 2023, which was dismissed by order dated 14.03.2023 observing that

the petitioner shall pay 25% of the arrears of rent amount to the

respondent and deposit the remaining 75% of the arrears of rent amount

before the Rent Control Appellate Court. Since the aforesaid conditional

order has not been complied with, IA No. 1 of 2023 was also dismissed by



C.R.P.Nos.990 and 991 of 2023

order dated 16.03.2023. Feeling aggrieved by the order passed in IA Nos.

1 and 2 of 2023, the petitioner has filed these Civil Revision Petitions.

3. The learned counsel for the petitioner/tenant submits that he has no time to arrange funds as he was directed to deposit 100% fair rent to the VII Small Causes Court, Chennai and 75% fair rent to the VII Small Causes Court, Chennai and 25% fair rent to the respondent and in the meanwhile, the respondent has filed an Execution Petition in E.P.No.17 of 2023 before the XVI Small Causes Court, Chennai. Therefore, he prays to set aside the orders passed in I.A.Nos.1 and 2 of 2023.

4. The learned counsel for the respondent/landlord submits that though the IV Additional City Civil Court, Chennai had directed the petitioner to pay the admitted rent without arrears and 25% of the fair rent fixed to the respondent on or before 07.03.2023 and the petitioner failed to do so and I.A.No.1 of 2023 was dismissed by order dated 16.03.2023. He further submits that though the petitioner had filed I.A.No.2 of 2023 for modification of the order in I.A.No.1 of 2023, the IV Additional City Civil Court, Chennai by order dated 14.03.2023 dismissed that application by



C.R.P.Nos.990 and 991 of 2023

observing that the petitioner shall pay 25% arrears of rent to the respondent and deposit the remaining 75% of the arrears of rent before the Learned Rent Control Appellate Authority. In the aforesaid circumstances, the respondent had filed the Execution Petition in E.P.No.17 of 2023 for eviction of the petitioner. Therefore, the order passed in I.A.Nos.1 and 2 of 2023 has to be confirmed.

5. Heard both sides and perused the materials available on record.

6. Having regard to the aforesaid submissions made by the learned counsel for both sides, this Court deems it fit to direct the IV Additional City Civil Court to dispose of R.L.T.A.No.18 of 2023 on or before 29.09.2023. The parties shall co-operate for the disposal of that appeal. It is made clear that till the disposal of that appeal, the order of eviction of the petitioner shall not be given effect and the XVI Court of Small Causes, Chennai, where E.P.No.17 of 2023 is pending, shall await the outcome of the said R.L.T.A.No.18 of 2023. Since the fixation of fair rent is the subject matter of the appeal before the Learned Rent Control Appellate Authority, this Court is not inclined to delve into that aspect in these Civil



C.R.P.Nos.990 and 991 of 2023

Revision Petitions.

WEB COPY 7. With the above directions, these Civil Revision Petitions are disposed of. Consequently, the connected Miscellaneous Petitions are closed. No costs.

10.07.2023

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Index: Yes/No

Speaking order/Non-speaking order

Neutral Citation: Yes/No

To

1. The IV Additional City Civil Court, Chennai.
2. XVI Judge, Court of Small Causes, Chennai
3. The Section Officer,
V.R. Section,
High Court, Madras.



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C.R.P.Nos.990 and 991 of 2023

V.BHAVANI SUBBAROYAN,J.

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C.R.P.Nos.990 and 991 of 2023

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