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A.S.No.354 of 2023
and CMP.No.12467 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 26.06.2023

CORAM:

THE HON'BLE MRS.JUSTICE T.V.THAMILSELVI

A.S.No.354 of 2023
and
CMP.No.12467 of 2023

M.Ganesh

.. Appellant

Vs.

Mithila Naidu

.. Respondent

PRAYER : Appeal Suit is filed under Section 96 of the Code of Civil Procedure, against the Judgement and Decree dated 09.03.2023 passed in O.S.No.4741 of 2022, on the file of the XXIII Additional City Civil Court, Chennai.

For Appellant : Mr.E.Sampath Kumar

For Respondent : Mr.K.V.Babu

J U D G M E N T

The appeal has been filed to set aside the Judgment and Decree dated 09.03.2023 passed in O.S.No.4741 of 2022, on the file of the XXIII Additional City Civil Court, Chennai.



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2. The brief facts of the case are as follows:

The plaintiff is the absolute owner of the suit property. The defendant was inducted as tenant in the suit property under Agreement of lease, dated 25.10.2018 for a period of 11 months, commencing from 01.11.2018. Thereafter, the lease was renewed through another lease agreement dated 30.09.2019 for a period of 11 months commencing from 01.10.2019. At the time of inception of tenancy, Rs.1,20,000/- was paid by the defendant towards interest free security deposit and the defendant has been in occupation of the suit property by paying monthly rent of Rs.15,000/- . Besides, there is an amenities agreement entered into between plaintiff and the defendant on 30.09.2019, for which, the defendant has to pay Rs.6,000/- as licence fee in respect of the amenities provided in the suit property. The defendant orally requested the plaintiff to renew the lease agreement dated 30.09.2019, but the plaintiff could not come down from foreign shore due to outbreak of Covid-19 pandemic. Therefore, by way of endorsement made by the defendant in the agreement dated 30.09.2019, the lease was renewed on 01.09.2020 and 01.08.2021 and the original lease deed is under the custody of the defendant. As per the lease, one month notice in writing be given by



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the outer party for termination of lease. The plaintiff issued a termination notice on 30.05.2022 to the defendant calling upon him to vacate and hand over the possession of the suit property on 30.06.2022, since the plaintiff is desirous of occupying the suit property after carrying out suitable renovation. To the shock and surprise of the plaintiff, the defendant issued a reply notice dated 10.06.2022 making a false story that suit property was originally agreed to be leased to the defendant for a period of 5 years and under reply letter, dated 10.06.2022, the defendant has sought for minimum time of 2 years from 10.06.2022 to vacate and handover the suit property, which is not agreeable to the plaintiff. Hence, the plaintiff issued a legal notice to the defendant on 21.06.2022 calling upon him to vacate and hand over the possession of the suit property on or before 30.06.2022 and the same was duly served on the defendant. Instead of complying with the notice, the defendant issued a reply notice dated 29.06.2022 denying the very existence of subsistence of the lease and refused to vacate the suit premises. The period of lease expired on 30.06.2022 and there was no renewal of lease. The defendant is squatting on the suit premises without any lease agreement and the repeated efforts of the plaintiff to vacate the defendant, ended in vain. Hence the suit.



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3. The learned counsel for the defendant submitted that, after expiry of the Lease Agreement dated 30.09.2019, no written lease agreement was entered between the plaintiff and the defendant but this defendant continuously paid the agreed rent to the plaintiff without any default. It is denied that the last extension was granted on 01.08.2021 which expired on 30.06.2021. Due to pandemic, the defendant made endorsement on his own in the original agreement on 21.08.2021 and sent a copy of the same by way of whatsapp message. It was orally agreed between the plaintiff and the defendant on 31.07.2021 that the tenancy would be continued for further period of 5 years from August 2020 due to continuous lock down to control the spread of Covid-19 virus the defendant kept the demised premises under lock and key. The plaintiff suppressed the oral agreement entered with the defendant on 31.07.2021. The lease agreement dated 30.09.2019 expired on 31.07.2021. The plaintiff with malafide intention issued a letter dated 30.05.2022 terminating the Lease Agreement dated 30.09.2019 which it has lost its legal validity and required the premises for her own occupation. The plaintiff is permanently settled in Singapore and having properties within Chennai City. The plaintiff never used the suit premises for personal use and



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occupation and more than a decade the demised premises has been occupied by the tenants. The defendant in his reply dated 10.06.2022 requested 2 years time to vacate the demise premises though the agreed period is 5 years but the plaintiff without agreeing for the same filed this vexatious suit for illegal enrichment. The defendant fixed electrical items and spending huge amount only after extension of the agreement for 5 years from August 2020 and the defendant is not bound to pay the amenities to the plaintiff. Even after alleged termination, the defendant is paying monthly rents to the plaintiff regularly. No Civil Court shall entertain any suit or proceeding in so far as it relates to the provisions of Tamil Nadu Regulations of Rights and Responsibilities of Landlords and Tenants Act 2017 and prayed to dismiss the suit with cost.

4. On hearing both sides, the learned trial Judge decreed the suit, and the defendant was directed to deliver vacant possession of the suit property to the plaintiff within one month from the date of the decree and the defendant was directed to pay the costs of the suit to the plaintiff. By challenging the said judgement, the defendant has preferred this appeal.



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5. Heard, Mr.E.Sampath Kumar, learned counsel for the appellant and Mr. K.V.Babu learned counsel for the respondent and perused the materials available in the record.

6. When the matter is taken up for hearing, today, counsels on both sides appeared and submitted that the appellant has filed an affidavit dated 26.6.2023 incorporating the terms of compromise and the appellant has also agreed to vacate the premises within a period of six months from today. On such vacating the premises, and handing over the premises, the respondent / landlord also agreed to pay the advance amount of Rs.1,00,000/-(Rupees One Lakh only) to the appellant, provided the appellant also agreed to pay monthly rent until (before vacating) i.e. on or before 31.01.2024, along with the maintenance charges without any default to the respondent till 31.01.2024. If the appellant fails to vacate the premises within agreed period, the respondent is entitled to execute the decree for vacating premises directly. To that effect, affidavit dated 26.06.2023 is also filed by the appellant.



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7. Since the matter is settled out of Court, the appeal suit is

dismissed as settled out of Court. The Affidavit dated 26.06.2023 shall form part of the decree. Consequently, connected Miscellaneous petition is closed.

No costs.

26.06.2023

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Index : Yes/No

Speaking Order: Yes/No

Neutral Citation: Yes/No

To

1.The XXIII Additional Judge, City Civil Court,
Chennai.

2.The Section Officer,
VR section, High Court of Madras.



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T.V.THAMILSELVI, J.

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