



C.R.P.No.2371 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 12.07.2023

CORAM

THE HONOURABLE MRS.JUSTICE V.BHAVANI SUBBAROYAN

C.R.P.No.2371 of 2023

and

CMP.No.14826 of 2023

E.Balrajan

.. Petitioner

Versus

1. J.Raghupathy Devi

2. Radha

3. J.Venkatesh

.. Respondents

PRAYER: This Civil Revision Petition is filed under Article 227 of the Constitution of India, to set aside the fair and decreetal order passed in I.A.No.3 of 2023 and R.L.T.O.P.No.29 of 2021 dated 13.06.2023 on the file of the Rent Control Court cum First Additional District Court, Coimbatore.

For Petitioner : Mr.A.Muthukumar

For Respondents : Mr.V.Anandhamurthy

ORDER

Heard both sides and perused the records.

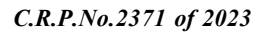
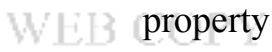


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2. On a perusal of the records, it is seen that the respondents/landlords have filed RLTOP.No. 29 of 2021 before the I Additional District Court, Coimbatore, under Sections 21(2) (a), (b), (d) (e) (g) and 34 of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, against the petitioner/tenant. The respondents/tenants have contested the original petition by filing counter denying all the allegations made in the original petition. While pending the original petition, the petitioner/tenant has filed IA.No. 3 of 2023 under Section 37(1)(d) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017. After perusing the records, the trial Court dismissed the application by order dated 13.06.2023. Challenging the impugned order passed by the trial Court, the petitioner/tenant has filed the present Civil Revision Petition.

3. It is further seen that the respondents/landlords have filed the original petition for eviction on the ground of willful default in payment of monthly rent and other grounds. There is a tenancy agreement between the petitioner/tenant and the respondents/landlords. The petitioner/tenant was running textiles and handicraft business. The building was in a bad condition in the lease hold property. The petitioner/tenant spent a huge sum of Rs.30 lakh



4. It is the case of the petitioner/tenant is that he has paid a sum of Rs.30,000/- p.m., towards monthly rent for the petition mentioned property. Since the respondents have suppressed the very nature of superstructure available in the lease hold property. Whereas the respondents narrated in the description of property to the main petition as Asbestos sheet structure, in order to prove the same, and other superstructure put up by the petitioner besides the bore well dug by him have to be assessed by a qualified civil engineer in order to assess the value incurred for the same, an Advocate Commissioner may be appointed to visit the petition mentioned property with the assistance of civil engineer and file his report with plan so as to enable him to prove his case.

5. It is further seen that the petitioner is a tenant under the respondents in the year 2006. The tenancy, being non residential purpose, was by means of an oral agreement in respect of 4500 sqft., of land and structures thereon which is described hereunder. The petitioner took the premises on lease for running a



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textile and handicraft business. The monthly rent was at the inception of Rs.30,000/- which has been gradually enhanced and the monthly rent now payable by the petitioner is Rs.1,90,000/-. The advance amount agreed to be paid by the petitioner was Rs.3,00,000/- out of which, he has paid Rs.1,50,000/- to the respondents and the remaining advance amount has been adjusted towards building structure as the old structure was in a bad state and as the petitioner proposed to build a new asbestos structure and to adjust its cost towards the remaining amount of advance. Therefore, as of now, the entire 4500 sqft of land with its structure is with the possession of the petitioner as he himself admitted in his Civil Suit in O.S.No. 298 of 2020. Though either the respondent Nos. 2 to 8 or any other persons come with the claim of sub tenancy, they should also liable to be vacated once the petitioner vacated or ordered to be vacated from the property by the Court of law as they are stepping into the shoes of the petitioner/tenant. While that being the case, the original petition was posted for arguments. At this stage, the application was filed by the petitioner/tenant. Moreover, the petitioner stated in his counter statement, an advance amount of Rs.5,00,000/- and the suit property was not covered with the asbestos sheet as well as the suit property was made by only Zinc sheet and he spent with a huge amount of Rs.30,00,000/- to the property in question. Therefore, all the factual aspects have to be proved his case by the



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petitioner/tenant at the time of trial. However, there is no relationship between the claim made by the petitioner/tenant in the said application and the original petition was filed by the respondents 2 to 8. Therefore, the Court below has rightly dismissed the application and hence, this Court is also not inclined to allow the above Revision and there is no error found in the impugned order passed by the Court below and the revision is liable to be dismissed.

6. Accordingly, the Civil Revision Petition is dismissed. Consequently, connected Miscellaneous Petition is closed. However, there shall be no order as to costs.

12.07.2023

kv

Index: Yes/No

Speaking order/Non-speaking order

Neutral Citation: Yes/No

To

1. The Rent Control Court cum First Additional District Court, Coimbatore.
2. The Section Officer,
V.R. Section,
High Court, Madras.



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V.BHAVANI SUBBAROYAN,J.

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