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C.R.P.No.2239 of 2019

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 05.01.2023

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THE HON'BLE Mr. JUSTICE **G.K.ILANTHIRAIYAN**

C.R.P.No.2239 of 2019
and
C.M.P.No.14532 of 2019

K.Shanmugam Petitioner

Vs

Bakkiyalakshmi Respondent

Prayer :- Civil Revision Petition is filed under Article 227 of Constitution of India to set aside the fair and decreetal order dated 28.03.2019 in I.A.No.22 of 2009 in RCOP No.35 of 2005 on the file of the IV Additional District Munsif, Salem.

For Petitioner : Mr.T.Senthil Kumar
For Respondent : Mr.L.Murali Krishnan

ORDER

This Civil Revision Petition has been filed to set aside the fair and decreetal order dated 28.03.2019 in I.A.No.22 of 2009 in RCOP No.35 of 2005 on the file of the IV Additional District Munsif, Salem, thereby allowing the petition under Section 45 of Indian Evidence Act to get expert



2. The petitioner is the tenant in the eviction petition filed by the respondent on the ground of wilful default and for demolition and re-construction. The case of the respondent is that the petitioner failed to pay the rent regularly for the petition premises. Further, the petition premises has become old and is in dilapidated condition. Therefore, the respondent intended to construct Pucca building by demolishing the existing old building.

3. Resisting the same, the petitioner filed a counter stating that he was leased out the petition property on oral lease agreement. The petitioner had put up superstructure. According to the respondent, there was no written lease agreement entered into between them. Pending eviction petition, the respondent filed a petition under Section 11(4) of Tamil Nadu Lease and Rent Control Act for recovery of arrears of rent in I.A.No.113 of 2005.



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4. The petitioner filed a counter stating that there was a written agreement between them on 02.10.1994. Therefore, the respondent filed a petition to send the lease agreement dated 02.10.1994 for getting expert opinion for comparison of signature found in the lease agreement dated 02.10.1994 with the admitted signature. The same was allowed.

5. The learned counsel appearing for the petitioner would submit that the contract was executed between the petitioner and the respondent as early as on 02.10.1994. However, no contemporaneous period of documents were annexed to compare the signature of the year 1994. The specimen signature obtained in the Court is of the year 2019. Therefore, it cannot be compared with the signature, which was obtained in the year 1994.

6. A perusal of the records reveals that the signature of the petitioner obtained from the bank record of the year 1997 was also sent for comparison of signature.

7. In view of the above, this Court finds no infirmity or illegality in the order dated 28.03.2019 in I.A.No.22 of 2009 in RCOP No.35 of 2005



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on the file of the IV Additional District Munsif, Salem. Accordingly, this Civil Revision Petition stands dismissed. Consequently, connected miscellaneous petition is closed. No costs.

05.01.2023

Index:Yes/No
Internet:Yes/No
Speaking Order: Yes/No
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To

The IV Additional District Munsif,
Salem.

G.K.ILANTHIRAIYAN, J.

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