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CRP No.3571 of 2023 &
C.M.P.No.22348 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27.09.2023

CORAM:

THE HON'BLE Mrs.JUSTICE **V.BHAVANI SUBBAROYAN**

**Civil Revision Petition No.3571 of 2023 &
C.M.P.No.22348 of 2023**

S.Aravindakshan

... Petitioner

Vs.

R.Roop Kumar

... Respondent

Civil Revision Petition filed under Article 227 of Constitution of India to set aside the decree and Judgment dated 27.04.2023 passed in RLTA No.118 of 2022 on the file of XXII Additional City Civil Court, Allikulam, Chennai – 600 003 (Rent Tribunal) by confirming the order in R.L.T.O.P. No.632 of 2021 in fair and decreetal order dated 18.08.2022 on the file of learned XII Small Causes (Rent Court), Chennai.

For Petitioner : Mr.S.Udaya Kumar

For Respondents : Mr.M.Devendran

ORDER

The present Civil Revision Petition has been filed to set aside the decree and Judgment dated 27.04.2023 passed in RLTA No.118 of 2022 on the file of XXII Additional City Civil Court, Allikulam, Chennai – 600 003



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(Rent Tribunal) by confirming the order in R.L.T.O.P. No.632 of 2021 in fair and decretal order dated 18.08.2022 on the file of learned XII Small Causes (Rent Court), Chennai.

2. The brief facts of the case is that the respondent, who is the owner of the property filed R.L.T.O.P.No.632 of 2021 for repossession of the tenanted premises on the ground of failure to enter into an agreement in writing as per Section 4(2) of the Act. The court below after considering the averments, counter and the documents placed on record, had allowed the petition on 18.08.2022 by granting a period of one month from the said date. As against the said order, the petitioner preferred R.L.T.A.No.118 of 2022 before the Appellate Authority. The appellate court, after hearing the submissions had confirmed the order passed by the RCOP and dismissed the appeal on 24.04.2023. Aggrieved against the same, the petitioner has preferred the present Revision.

3. The learned counsel for the petitioner would submit that the court below ought to have considered the admission of the respondent in RLTOP No.632 of 2021 coming forward to execute the agreement. It is the respondent / landlord failed to come forward to mutually agree to enter the rental agreement, but arbitrarily fixed the rent and forced the petitioner / tenant to sign the rental agreement with a view to vacate the petitioner.



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4. The learned counsel for the petitioner also submits that the petitioner was not a defaulter and was paying the monthly rents regularly till date and the same has been accepted by the respondent / landlord. Further, the petitioner is ready and willing to execute the tenancy agreement for any amount fixed mutually as provided in the Act, thereby expressed willingness to continue the tenancy.

5. On the other hand, the learned counsel for the respondent / landlord submits that the respondent is the absolute owner of the subject property, which is non residential on a monthly rent of Rs.15,400/- together with Rs.2,772/- towards GST in all amounting to Rs.18,172/- p.m., and there was no written tenancy agreement after July, 2014 between the petitioner and the respondent. Further, the respondent sent a letter on 30.12.2020 enclosing the rental agreement to sign the said agreement and return the same to enable the respondent to register before the rent authority, but the respondent received the said letter on 31.12.2020, but so far, the petitioner has not shown any response to enter into rental agreement and the respondent has terminated the tenancy by issuing a legal notice dated 26.08.2021 and the same was received by the petitioner on 27.08.2021, hence the court below has rightly allowed the petition filed by the respondent and the appellate court also confirmed the same.



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6. Heard the learned counsel on either side and perused the documents placed on record.

7. According to the petitioner, he is ready and willing to sign the rental agreement and never refused to execute the agreement, further, the rent has been increased from time to time and the other shops located in the said area are also fetching similar rents, as paid by the petitioner and the petitioner is willing to continue the tenancy.

8. It is the claim of the learned counsel for the respondent that the petitioner, who is a hair stylist is earning more money, for which, the learned counsel for the petitioner submits that the amount received from his customers are very less and that the petitioner cannot be compared with the other new stylists, this Court is not inclined to accept the said submission of the learned counsel for the petitioner, in view of fact that there are many facilities available in the modern world and the petitioner can make more money, if he applies all the new techniques for haircut.

9. In view of the above, this Court is in complete agreement with the orders passed by the trial court as well as the appellate court. Since the petitioner expressed his willingness to continue the tenancy and at this stage, the learned counsel for respondent has also sought instructions



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from his client with regard to the continuation of tenancy, this Court is inclined to pass the following orders:

(i) Since the petitioner is willing to continue the tenancy and the respondent has also sought instructions with regard to continuation of tenancy, as agreed by both the parties, a sum of Rs.15,000/- shall be paid by the petitioner to the respondent, as rent, without any default and a sum Rs.15,000/- + GST shall be paid by the petitioner along with increase at the rate of 10% every year from 01.01.2024.

(ii) It is also submitted by the learned counsels that the arrears of rent from 01.01.2021 to till date nearly comes around Rs.18,00,000/-and the same shall be paid by the petitioner in six equal instalments commencing from October, 2023 to March, 2024 to the respondent / landlord, less the amount already paid. For the said period, viz., 01.01.2021 to 01.01.2024, the GST amount is waived to the petitioner and the same shall be paid by the respondent / landlord to the authorities directly.

The present Revision is disposed of accordingly at the admission stage. No costs.

27.09.2023

Index:Yes/No; Internet:Yes/No
Speaking / Nonspeaking order
ssd

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V.BHAVANI SUBBAROYAN J.

ssd

To

1. The XII Judge,
Court of Small Causes,
Chennai
2. The IX Judge,
Court of Small Causes,
Chennai

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