



C.R.P.Nos.3701 of 2022 etc & Batch

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 10.01.2023

CORAM

THE HONOURABLE MR. JUSTICE S.M.SUBRAMANIAM

C.R.P.Nos.3701, 3700, 3702, 3703, 3704, 3705, 3707, 3708, 3717, 3720,
3722 & 3727 of 2022

and

C.M.P.Nos.19542, 19657, 19593, 19562, 19564, 19647, 19554, 19677,
19557, 19561, 19586, 19662 of 2022

M/s.Bharat Scans Pvt.Ltd.,
Rep by its Managing Director
Mr.D.R.Emmanuel Gunaseelan,
No.197, Peters Road, Royapettah,
Chennai-600 014.

.. Petitioner
in all CRPs

Vs

Mrs.Sajidha Begum

.. Respondent
in C.R.P.No.3701 of 2022

Prayer in C.R.P.No.3701 of 2022: This Civil Revision Petition is filed under Section 25 of the Tamil Nadu Buildings (Lease Rent Control) Act. 1960 against the order dated 29.07.2022 in RCA No.32 of 2020 on the file of the VII Court of Small Causes, (Rent Controller Appellate Authority, Chennai)



C.R.P.Nos.3701 of 2022 etc & Batch

confirming the order dated 26.07.2019 in M.P.No.656 of 2018 in RCOP No.1050 of 2018 on the file of the Learned Rent Controller XI Judge, Court of Small Causes, Chennai and set aside the same and allow the Revision as prayed for.

For Petitioner
in all CRPs. : Mrs.A.L.Ganthimathi

For Respondents
in all CRPs. : Mr.K.Mohan

COMMON ORDER

These Civil Revision Petitions have been instituted under Section 25 of the Tamil Nadu Buildings (Lease Rent Control) Act. 1960 against the order dated 29.07.2022 passed in RCA No.130, 32, 36, 131, 37, 127, 35, 126, 33, 129, 34 & 128 of 2020 on the file of the VII Court of Small Causes, (Rent Controller Appellate Authority Chennai).

2. The Revision Petitioner in C.R.P.No.3701 of 2022 is the tenant who continued to be in possession of the subject premises for the past 22 years. Admittedly there is no written agreement of tenancy between the



C.R.P.Nos.3701 of 2022 etc & Batch

petitioner and respondents. The subject property situated in the main area at Peters road, Royapettah, Chennai. The respondent/landlord filed RCOP No.1050 of 2018, for eviction of the revision petitioner/tenant on the ground of willful default in payment of rent. It is the brought to the notice of this Court that the eviction was ordered by the Small Causes Court and challenging the said order of eviction the revision petitioner preferred an appeal in RCA which is pending.

3. During the pendency of the RCOP the respondent/landlord filed M.P. No.656 of 2018 for recovery of rental arrears due to the landlord. The claim of the respondent/landlord was that the monthly rent of Rs.68,513/- was not paid from February 2016 on wards. Without paying rent from the year 2016, the revision petitioners are in occupation of the subject property and the arrears of Rs.2,55,390/- was claimed in M.P.No.656 of 2018. The arrears of rent was calculated from 01.02.2016 to 31.07.2018. However, after 2018, the revision petitioners have paid rent, but not as per the demand of the respondent/landlord.



C.R.P.Nos.3701 of 2022 etc & Batch

4. The learned counsel for the petitioner states that there is no agreement with regard to the monthly rent to be paid and the revision petitioners are paying rent which was orally agreed between the parties then and there.

5. The learned counsel for the respondents objected the said contention by stating that the prevailing market rate in that locality is far higher than the rent paid by the petitioner/tenant and further the eviction petition filed by the landlord was allowed by the court and thus, the petitioner has to pay the arrears and monthly rent till such time they vacate the premises and hand over the possession to the respondent/landlord.

6. The Miscellaneous Petition for recovery of rent was allowed by the Small Causes Court on 26.07.2019. The revision petitioners preferred RCA No.32 of 2020, and the Appellate Court confirmed the orders passed by the Trial Court and directed the revision petitioners to pay the monthly rent as the arrears of rent due to the landlord.



WEB COPY

7. The right of property is a valuable right and more so constitutional right under Article 300A of the Constitution of India. A right of property can be taken away only by due process of law and with the authority of law. Tenant cannot fix terms and conditions to the landlord and it must be a mutual agreement between the parties. Admittedly there is no written agreement between the landlord and the tenant in the present case. The tenant continues to prevail in the premises for the past 22 years. The eviction petition filed by the landlord was already allowed by the Trial Court and the appeal filed by the revision petitioner/tenant is now pending. The tenants cannot take undue advantage of the litigious continuance in the subject premises depriving the property right of the landlord and thus, courts are expected to dispose of such matters as expeditiously as possible without causing undue delay.

8. Even during the pendency of the eviction proceeding, the revision petitioner has not paid the rent as demanded by the respondent/landlord. Thus, the respondent filed a miscellaneous petition to recover the arrears of



C.R.P.Nos.3701 of 2022 etc & Batch

rent and for a direction for payment of monthly rent. The Trial Court and the first Appellate Court considered the claim of the landlord and ordered for payment of arrears of rent.

9. In the present case, the respondent/landlord claims that the tenant agreed to pay a sum of Rs.68,513/- since the market rent of the subject property is far higher than the rent now demanded by the landlord, this Court does not find any unreasonableness in claiming rent from the tenant. If at all the rent claimed by the landlord is unreasonable or higher than the prevailing market rate then the Court may consider the mitigating factors. When the demand of the landlord is lesser than the prevailing market rate in that particular locality then the inference regarding such demand becomes unnecessary.

10. The tenant is attempting to further reduce the rent at his choice which is impermissible. The reduction of the rent at the instance of the tenant more specifically lesser than the prevailing market rent is to be



C.R.P.Nos.3701 of 2022 etc & Batch

construed as unfair and unreasonable and this Court is of the considered opinion that the trial court and first appeal court has rightly allowed Miscellaneous Petition filed by the respondent/landlord claiming arrears of rent and for a direction to pay the monthly rent.

11. Since the eviction is ordered already, the petitioner has to vacate and hand over the vacant possession. If at all, the appeal is pending against the eviction order, the first appellate court shall dispose of the same as expeditiously as possible and without causing any undue delay. Since the revision petitioner is in occupation for the past about 22 years and the tenant cannot be allowed to take any undue advantage or abuse the judicial process by prolonging and protracting the issues. Unnecessary adjournments to be avoided. Adjournments should be granted only on genuine grounds and by recording reasons.

12. In view of the discussions made in the aforementioned paragraphs, this Court does not find any infirmity or perversity in respect of



C.R.P.Nos.3701 of 2022 etc & Batch

the orders passed by the Rent Court and Rent Appellate Court. Accordingly, the decretal order dated 29.07.2022 passed in RCA No.130, 32, 36, 131, 37, 127, 35, 126, 33, 129, 34 & 128 of 2020 on the file of the VII Court of Small Causes, (Rent Controller Appellate Authority Chennai) confirming the order confirming the order dated 26.07.2019 & 26.08.2019 passed in RCOP Nos. 1045, 1046, 1047, 1048, 1049 & 1050 of 2018 on the file of the Rent Controller XI Judge, Court of Small Causes, Chennai.

13. Consequently, these Civil Revision Petitions in C.R.P.Nos.3701, 3700, 3702, 3703, 3704, 3705, 3707, 3708, 3717, 3720, 3722 & 3727 of 2022 are dismissed. However, there shall be no order as to costs. Consequently, connected Miscellaneous Petitions are closed.

10.01.2023

Speaking Order/Non-Speaking Order.

Internet : Yes/No.

Index: Yes/No.

Neutral Citation: Yes/No

nhs

8/10



WEB COPY



C.R.P.Nos.3701 of 2022 etc & Batch

Copy to:

1. VII Court of Small Causes,
(Rent Controller Appellate Authority, Chennai).
2. Rent Controller XI Judge,
Court of Small Causes, Chennai.



WEB COPY



C.R.P.Nos.3701 of 2022 etc & Batch

S.M.SUBRAMANIAM, J.

nhs

C.R.P.Nos.3701, 3700, 3702, 3703,
3704, 3705, 3707, 3708, 3717,
3720, 3722 & 3727 of 2022

10.01.2023

10/10