



C.R.P.No. 4440 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23.11.2023

CORAM:

THE HONOURABLE Mrs. JUSTICE T.V.THAMILSELVI

C.R.P.No. 4440 of 2023

1.V. Ragu
2.R. Thathaji

.. Petitioners

Vs

Mustak

.. Respondent

PRAYER: Civil Revision Petition is filed under Article 227 of the Constitution of India, to set aside the order and decretal order dated 03.06.2023 in R.L.T.A.No.146 of 2022 on the file of XXII Additional City Civil Court, Allikulam, Chennai – 600 003 (Rent Tribunal) which confirming the order passed in R.L.T.O.P.No.636 of 2021 on the file of XVI Judge, Court of Small Causes, Chennai.

For Petitioners : Mr. C. Mohan Raj

For Respondent : Mr. Najeeb Usman Khan



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ORDER

This Civil Revision Petition is filed challenging the impugned order dated 03.06.2023 passed in R.L.T.A.No.146 of 2022 on the file of XXII Additional City Civil Court, Allikulam, Chennai, (Rent Tribunal) which confirming the order passed in R.L.T.O.P.No.636 of 2021 on the file of XVI Judge, Court of Small Causes, Chennai, the tenants have preferred this revision.

2. The learned counsel for the revision petitioners submitted that the Court below misunderstood the meaning of the lease of Rs.5 lakhs and decided that the admitted tenancy vacating the premises, the owner will repay the said deposit amount to the occupier. It is written in the agreement and it is not a rental agreement. Further, the learned counsel submits that though he denied the alleged tenancy, the Court below failed to appreciate that there was no lease agreement between them as on date. In spite of the injunction order in favour of the landlord / respondent herein as such is totally erroneous. Further, the learned counsel submits that in the year 2017



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they paid Rs.5 lakh as lease amount and subsequently, after three months they paid another sum of Rs.5 lakh, based on that, they residing in the property. But admits that no lease agreement after the commencement of the new Act.

3. Before the Rent Controller, while the tenant was cross examined, he admits the tenancy in the landlord. But not adduced any evidence to show that they paid the alleged sum of Rs.10 lakhs as lease amount to the landlord. The Court below has rightly appreciated. However, from the year 2017, the tenant was in the vacant possession of the petition premises but no proof that he paid the lease amount.

4. As per the contention of the learned counsel for the respondent / landlord, as on date Rs.7,500/- as a rent, the same has not been complied with. Therefore, after issuing notice to the tenant, the landlord approached the Court for eviction. In respect of recovery of possession by the landlord, he filed petition under Section 21(2)(b) and Section 21(2)(d) of the TNRRRLT Act, for defaulting in payment of monthly rent by the



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tenant/petitioners herein. Admittedly no reply was given to the notice issued by the landlord. The tenant also not taken any steps to execute a valid rental agreement as contemplated under Section 4(2) of TNRRRLT Act. Therefore, the Rent Controller rightly held that the claim made by the landlord as such is maintainable. Accordingly, the RLTOP.No.636 of 2021 was allowed.

5. Against which, the tenants preferred an appeal. The appellate Judge after going through the evidence on record held that the tenant has not proved that they paid Rs.10 lakhs as advance nor they produced any document that they entered into sale agreement. Further, it is also observed that no prudent man pay huge amount without getting single piece of evidence for the said transaction from the year 2017. Therefore, the trial Judge has independently analysed and rightly concluded that the willful default committed by the tenant as well the relief claimed by the landlord as such is maintainable. Therefore, the reason assigned by the appellate authority is well reasoned, which needs no interference.



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6. In the result, this Civil Revision Petition is dismissed by confirming the order and decretal order dated 03.06.2023 in R.L.T.A.No.146 of 2022 on the file of XXII Additional City Civil Court, Allikulam, Chennai. No costs. Already execution proceeding is pending, the landlord is entitled to proceed with the execution application as per the manner known to law.

23.11.2023

Index :Yes/No

Neutral Citation :Yes/No

AT

Note: Issue order copy on 24.11.2023

To

1.The XXII Additional City Civil Court, Allikulam,
Chennai – 600 003.

2.The XVI Judge, Court of Small Causes, Chennai.



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T.V.THAMILSELVI, J.

AT

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