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C.R.P.No.4022 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 21.11.2023

CORAM:

THE HON'BLE MRS. JUSTICE T.V.THAMILSELVI

C.R.P.No.4022 of 2023

and

C.M.P.No.24615 of 2023

P.Ponnian

... Petitioner

-Vs-

G.Subramaniyan

... Respondent

Prayer : Civil Revision Petition is filed under Article 227 of the Constitution of India, praying to set aside the order dated 27.06.2023 passed by the Hon'ble XVIII Addl. Judge, Chennai in R.L.T.A.No.31 of 2022 confirming the order dated 03.01.2022 passed by the learned XII Judge, Court of Small Causes, Chennai in R.L.T.O.P.No.590 of 2021.

For Petitioner : Mr.G.Krishnamurthy

For Respondent : Mr.C.Sivakumar



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ORDER

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Challenging the impugned order passed in R.L.T.A.No.31 of 2022 passed by the learned XVIII Addl. Judge, Chennai confirming the order passed in R.L.T.O.P.No. 590 of 2021 passed by the learned XII Judge, Court of Small Causes, Chennai the Revision Petitioner/appellant preferred this Civil Revision Petition.

2. Before the rent control proceedings, the respondent/landlord initiated proceedings against the Revision Petitioner in R.L.T.O.P.No.590 of 2021 under Sec.21(2)(a), 21(2)(b), 21(2)(g) and 23 of Tamil Nadu Regulation of Rights and Responsibilities of Landlord and Tenants Act on the ground that Revision Petitioner/tenant has not come forward to renew the lease agreement and for non-payment of rent and also for owner's occupation. That application was strongly contested by the Revision Petitioner by filing his counter objections. On hearing both side submissions, learned Rent Controller found that for more than 21 months, rent was not paid by him. Since he is a tenant and also no agreement for tenancy was entered between landlord and tenant, the learned Rent Controller held that the landlord is entitled to get eviction under



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Sec.21(2)(a) of the Act on the ground that the reason assigned by respondent/landlord was justifiable one and the petition filed in R.L.T.O.P.No.590 of 2021 was allowed and ordered for eviction. Against which, the Revision Petitioner preferred an appeal in R.L.T.A.No. 31 of 2022, wherein the Rent Control Appellate Authority independently analysed the facts and evidence and finally held that he has not come forward to enter into a rental agreement as warranted under Sec.4(2) of the Act and also not paid the rent regularly. In such circumstances, the eviction ordered by the learned Rent Controller as such is sustainable one and confirmed the findings. Challenging the said findings, the Revision Petitioner/appellant preferred this Civil Revision Petition.

4. The learned counsel for Revision Petitioner/appellant would submit that the respondent/landlord has not taken any steps to enter into lease agreement with the tenant, on the other hand, he came forward with the petition to evict him for non-payment of rent arrears, but the rent amount was paid by him by adjusting the amount in landlord's hands and there is no willful default on their part. But, without considering his submissions, both the court below failed to appreciate those facts and



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erroneously ordered for eviction. Hence, he prayed to set aside the findings of both courts below. In support of his contentions, he relied on the ratio laid down in the authority held by this Court by an order ***dated 25.10.2021 in C.R.P. No.1997 of 2021.***

5. Records perused. On seeing the facts, it reveals that notice was issued by the respondent/landlord before filing the R.L.T.O.P. calling upon him to renew the lease agreement and also enhanced the rent at the rate of Rs.9000/-, but the same was replied by the tenant on 29.04.2019 expressing that he is not inclined to pay the said rent and also denied the allegations raised against him. Thereafter, the landlord issued a rejoinder on 28.07.2021 terminating the tenancy and calling upon the tenant to hand over the possession of the property and also contended that there is arrears of rent for a sum of Rs.1,23,000/-. Therefore, on perusal of records, it would show that already the tenancy was terminated due to the willful default committed by the tenant. The Revision Petitioner has also not taken any steps to execute a new lease agreement with the landlord. Hence, the reasons assigned by the Revision Petitioner to set aside the findings of both the courts below as such is unjustifiable one and I do not find any



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irregularity in the order passed by the courts below. Furthermore, the ratio laid down in the authority held by this Court by an order ***dated 25.10.2021 in C.R.P. No.1997 of 2021*** relied by the learned counsel for Revision Petitioner is not applicable to the facts of the present case for the reason that the Revision Petitioner has committed willful default in payment of rent and also not taken steps to execute the rental agreement as per manner known to law. Accordingly, this Civil Revision Petition is dismissed. The Revision Petitioner/tenant is directed to vacate the premises and hand over the possession to the respondent/landlord within a period of eight weeks from the date of receipt of the copy of this order. No costs. Consequently, connected Civil Miscellaneous Petition is closed.

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

XVII Addl. Judge,
City Civil Court, Chennai.



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T.V.THAMILSELVI, J.

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