



C.R.P.No. 4884 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 20.12.2023

CORAM:

THE HONOURABLE Mrs. JUSTICE T.V.THAMILSELVI

C.R.P.No. 4884 of 2023

and

C.M.P.No. 28876 of 2023

M. Dinesh Kumar

.. Petitioner

Vs

1.Kurrath Nisa
2.Fathima Zahra
3.Idris Mohideen

.. Respondents

PRAYER: Civil Revision Petition is filed under Article 227 of the Constitution of India, to set aside the fair and decreetal order of the XVII Additional City Civil Court, Chennai [Rent Tribunal] dated 06.10.2023 in R.L.T.A.No.99 of 2022 in confirming the fair order and decreetal order of the XII Small Causes Court, Chennai [Rent Court] dated 05.04.2022 in R.L.T.O.P.No.383 of 2021.

For Petitioner : Mr. A. Ilayaperumal

For Respondents : Mr. V. Sivakumar
for M/S. P.B. Ramanujam Associates

ORDER



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This Civil Revision Petition is filed to set aside the fair and decreetal order of the XVII Additional City Civil Court, Chennai [Rent Tribunal] dated 06.10.2023 in R.L.T.A.No.99 of 2022 in confirming the fair order and decreetal order of the XII Small Causes Court, Chennai [Rent Court] dated 05.04.2022 in R.L.T.O.P.No.383 of 2021.

2. The revision petitioner is the tenant, against whom the respondents / landlord has filed R.L.T.O.P.No.383 of 2023 under Section 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 42 of 2017, for repossession of the tenanted premises on the ground of failure to enter into an agreement as per Section 4(2) of the Act and the said petition was allowed granting one month time to evict from the premise. The tenant challenged the same by way of preferring R.L.T.A.No.99 of 2022 and the same was dismissed. Aggrieved over that the present revision has been preferred.



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3. The learned counsel for the petitioner submits that the joint compromise was entered between the tenant and landlords in W.P.No.25727 of 2017, wherein both the parties have agreed for continuance of tenancy by enhancing twenty five percentage for every three years and question of executing new rental agreement which is unnecessary one. Further submits that the joint compromise entered between the petitioner and the respondents in the above said writ petition can be treated as an agreement, since the required clauses have been incorporated in the joint compromise memo dated 09.03.2018 in W.P.No.25727 of 2017 and in such circumstances, the order of the eviction by the Rent Court is unsustainable one.

4. By way of reply, the learned counsel for the respondents submitted that as per the joint compromise memo, the tenant bound to enter into new lease agreement but he failed. Therefore, the Rent Controller rightly observed the conduct of the tenant that he has not complied the terms of the joint compromise memo and rightly granted eviction under Section 21(2)(a)



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of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017. Aggrieved that the tenant preferred an appeal in RLTA.No.99 of 2022 wherein, the appellate Judge rightly conclude that the tenant has not entered into fresh lease agreement within three years as he agreed in the joint compromise memo, as per the direction given by this Court in writ proceeding.

5. On perusal of the records, already in writ proceeding in W.P.No.25727 of 2017, a joint compromise memo was entered between the landlord and tenant. Accordingly, for the three years period they have to enter into new lease agreement but the tenant has not entered into new lease agreement, thereby, failed in complying the terms. Therefore, the order passed by both the Courts below does not warrant any interference.

7. When the matter was taken up, the learned counsel for the revision petitioner submitted the affidavit of undertaking. Since the tenant is running business, he needs time to vacate the premise, hence, he prayed 24 months to vacate the premise. The learned counsel for the respondents /



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landlords raised objection stating that more than 5 years, the issue is pending between them.

8. Considering the submissions of the revision petitioner as well the respondents, this Court is inclined to grant only nine months time to vacate the premise from today. If the petitioner / tenant fails to handover the premise within nine months, the landlord / respondents is entitled to evict him directly through execution Court. For the nine months period, the tenant is directed to pay the rent. Till nine months, E.P.No.539 of 2022 is ordered to be closed.

6. Accordingly, the Civil Revision Petition is dismissed. No costs. Consequently, connected miscellaneous petition is closed.

20.12.2023

Index :Yes/No

Neutral Citation :Yes/No

AT

To

1.The XVII Additional City Civil Court, Chennai.

2.The XII Small Causes Court, Chennai.

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T.V.THAMILSELVI, J.

AT

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