



C.R.P(MD)No.749 of 2016

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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Reserved On: 06.12.2023 Pronounced on: 20.12.2023

CORAM:

THE HONOURABLE MR.JUSTICE P.B.BALAJI

C.R.P(MD)No.749 of 2016

and

C.M.P(MD)No.3654 of 2016

Meyyammai @ Baby Sevugan

... Petitioner

vs.

1.Karuppanan @ Karuvayan

2.Rasu (Died)

3.Jeyakodi

4.M.Vittal

5.Aruvagam

6.Panju

7.Muthu

8.Sivakumar

(R6 to R8 are brought on record as

Lrs of the deceased R2 vide

Court Order dated 16.12.2020

made in C.M.P(MD)No.3747 of 2020)

... Respondents

PRAYER: Civil Revision Petition filed under Article 227 of the Constitution of India, to strike off the plaint in O.S.No.25 of 2015, on the file of the District Munsif Court, Madurai Taluk.

For Petitioner
For R1, R3 to R5

:Mr.M.Saravanan
:Mr.B.Prahalad Ravi



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ORDER

The above revision is at the instance of the unsuccessful defendant in O.S.No.25 of 2015, on the file of the District Munsif Court, Madurai.

2. The defendant, in O.S.No.25 of 2015, on the file of the District Munsif Court, Madurai, has moved the above revision invoking Article 227 of the Constitution of India, seeking to strike off the above suit in the following grounds:-

The subject matter, namely, the cause of action in O.S.No.25 of 2015 has already been decided by the Revenue Court and came to be confirmed by this Court in C.R.P(MD)Nos.555 and 556 of 2014; the present suit is nothing but re-litigation after having filed F.R.A.No.1 of 2014 before the Revenue Court, Madurai; there is an absolute bar of jurisdiction of the Civil Court under Section 6 of the Cultivating Tenants Protection Act (Act 25/1995); the suit is a sheer abuse of process of law and an attempt to drag the proceedings endlessly and avoid of payment of arrears of rent for more than 30 years.



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3. I have heard Mr.M.Saravanan, learned counsel appearing for the revision petitioner and Mr.B.Prahalad Ravi, learned counsel appearing for the respondents 1,3 to 5.

4. The learned counsel for the revision petitioner would take me through the grounds of revision and substantiate his contentions that the present suit filed by the respondents was nothing but amounting to re-litigating already closed issues. He would refer to the order of this Court in C.R.P(MD)Nos.555 and 556 of 2014, dated 02.12.2014. It is seen from the said order of this Court that the very same respondents herein had filed the above revisions stating that they were cultivating tenants under the revision petitioner herein and in the said revision, this Court took note of the earlier T.C.T.P proceedings in T.C.T.P.No.1 of 2002 and T.C.T.P.No.1 of 2008 where, the petitioner had prayed for payment of the lease rentals by the respondents. According to the respondents, there was no cultivation for 2 bogums at any point of time and there was no agreement for payment of 40 bags of paddy as claimed by the revision petitioner herein. They had further claimed that there was a shortage of water and consequently, there was no yield in the land and therefore, they were not liable to pay any lease amount to the revision petitioner herein.



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5. This Court has found that the said contention of the respondents was not established by producing the Adangal extract and that apart also found that the revision petitioner herein had, on her side, produced the Adangal extract and Kist receipts to evidence the fact that there was a good yield for the Fasli years 1408 to 1410. The contention of the revision petitioner even in the earlier revision petitions before this Court was that the respondents were in arrears to the tune of Rs.8,40,000/- and this Court has categorically found from the records that the tenants/respondents have defaulted in paying the rent for 28 fasali years and that the Revenue Court had taken into consideration the agreement between the tenant and the predecessor in title, dated 09.05.1970, wherein, it was agreed that therein the rent would be 20 bags of paddy of 54 mm for the first crop and for the second crop another 20 bags of paddy. It was also recorded that the respondents herein had deposited the rent calculated at the rate of 40 bags for the preceding Fasali years 1395 to 1397. Ultimately, this Court dismissed the revisions filed by the respondents herein as being devoid of merits. Subsequent to the said order passed in the revisions, the respondents have chosen to file O.S.No. 25 of 2015 for a declaration that the agreement, dated 09.05.1970 is invalid and for a direction that the said lease agreement cannot be put



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against the respondents in any of the legal proceedings.

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6. I have gone through the plaint in entirety. The sum and substance of the allegations of the respondents is that there was never an agreement for payment of lease rent for double crop at any point of time and therefore, the claims made by the revision petitioner herein were all consequently fallacious claims which were not liable to be paid or met by the respondents.

7. Strangely, I find that the copy of the said agreement, dated 09.05.1970 has been filed as one of the suit documents by the respondents themselves. That being the position, it clearly shows that they are trying to blow the hot and cold before the Revenue Court. It was their case that there was no such agreement between the respondents and the predecessor in interest of the revision petitioner. One of the grounds taken in this revision is also only on this line. However, when the revisions were disposed, this Court has taken note of the earlier T.C.T.P. proceedings, the factum of payment of 40 bags for previous Fasli years and this Court upheld the order of the revenue Court that the respondents were liable to pay the lease rent for double crop. It is, thus, clear that the



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respondents are trying to take mutually inconsistent stands in different proceedings. Having suffered an order before this Court where there is a categorical finding that the agreement dated 09.05.1970 was true and the respondents themselves have acted in terms of the said agreement, it does not lie in the mouth of the respondents to approach the civil Court and seek a declaration that the said agreement was invalid and not binding on them and that the same cannot be put against them in legal proceedings at the instance of the revision petitioner.

8. The learned counsel for the revision petitioner would submit that the order of this Court in C.R.P.(MD)Nos.555 & 556 of 2014 has become final and though it is stated that a review application has been filed, it has not seen the light of the day and therefore, absolutely, no indulgence can be shown to chronic defaulters.

9. Per contra, the learned counsel for the respondents would state that even in the subsequent suits filed by the revision petitioner in O.S.No.480 of 2003 and O.S.No.85 of 2013, the revision petitioner herself had disowned the said agreement and therefore, an opportunity should be granted to the respondents to contest the suit on merits and he



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further prayed for a direction to the trial court for disposing of the suit expeditiously, as well.

10. I have gone through the copies of the plaints in O.S.No.480 of 2003 and also in O.S.No.85 of 2013. The revision petitioner has nowhere stated that there is no agreement dated 09.05.1970 in both the plaints. He has only stated that the defendants are cultivating tenants and originally their father Muthandi Ambalam was cultivating the suit properties under lease agreement with the revision petitioner's predecessors in title. It is also further stated that the agreement was that the said Muthuandi Ambalam would pay the plaintiffs' predecessors in title and lease paid at the rate of 40 bags measuring 54 mm each back for every Fasli years, in case of double crop and in case of single crop, the said Muthuandi Ambalam would pay 30 bags of paddy for Fasli years. Merely because the date 09.05.1970 is not mentioned in the said two plaints, it cannot be stated that the revision petitioner himself has disowned the said agreement. Admittedly, the revision petitioner was not a party to the said lease agreement and it was between the father of the respondents, late Muthandi Ambalam and the predecessor in title of the revision petitioner.



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11. The learned counsel for the respondents would submit that the revision petitioner has not even filed a copy of the lease deed and it only strengthens the respondents' case that there was no such agreement. I am unable to countenance the said argument for the simple reason that the revision petitioner was not a party to the said lease agreement and admittedly the same entered into between the father of the respondents, Late. Muthandi Ambalam and the predecessor in title of the revision petitioner and therefore, the Court cannot reasonably expect the revision petitioner to produce a copy of the such unregistered agreement. However as seen from the order of this Court in C.R.P.No.555 and 556 of 2014, the respondents themselves have acted in terms to the said lease agreement, which has been pleaded by the revision petitioner in both the subsequent plaints in O.S.No.480 of 2003 as well as in O.S.No.85 of 2013 by paying the lease for 40 bags for earlier fasali years. Thus, the present suit is clearly an attempt to re-litigate closed issues and drag on the proceedings endlessly and avoid payment of the lease rents to the revision petitioner.

12. The suit is a sheer of abuse of process of Court and liable to be struck off. For all the above reasons, the Civil Revision Petition is



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allowed and the suit in O.S.No.25 of 2015 on the file of the District
Munsif Court, Madurai is struck off. No costs. Consequently, connected
miscellaneous petition is closed.

Index:Yes/No
Internet:Yes/No
NCC:Yes/No
AM

.12.2023

To
The District Munsif Court,
Madurai Taluk.



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P.B.BALAJI,J.

am

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