



C.M.P.No. 3986 of 2024
in C.R.P.No. 4691 of 2023

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T.V. THAMILSELVI, J.

This Civil Miscellaneous Petition has been filed to recall its order dated 18.12.2023 passed by this court in C.R.P.No.4691 of 2023 and to hear the arguments on the side of petitioner.

2. Today, when the matter taken up for hearing, Mr.R.Rangarajan, learned counsel for petitioner would submit that on 18.12.2023, the above Civil Revision Petition was listed before this court under the caption for admission, but unfortunately, he was unable to appear before the court due to his ill-health condition, thereby the petitioner lost her opportunity to putforth her case. However, though the petitioner is having valid defence to prove her case at the earlier occasion, there was no representation on her side, but the order was passed on merit on that day and disposed of the case. Therefore, he filed this petition to recall the order passed by this court. He would submit that unless this petition is ordered, the petitioner would be put into much hardship and no prejudice would be caused to the respondent.



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3. Considering the facts and circumstances and also considering the submissions of Petitioner seems to be justifiable one, this Court is inclined to allow this petition. Accordingly, in order to give one more opportunity to the petitioner, the order passed by this court dated 18.12.2023 is recalled. Today, when the matter taken up for hearing, submissions of both side heard and passed the order as follows :-

ORDER

Challenging the order dated 15.03.2023 passed in RLTA No.128 of 2022 by the XVIII Addl. Sessions Judge, City Civil Court, Chennai, the petitioner/tenant preferred this Civil Revision Petition.

2. The contention of petitioner is that he is a tenant in the property as per the rental agreement dated 22.07.2017 under the respondent/landlord for commercial purpose to run a hotel and at the inception of tenancy, the rent was fixed at Rs.13,000/- and now the admitted rent is Rs.18,000/- per month along with refundable security deposit amount of Rs.2,40,000/-. Thereafter, the petitioner/tenant committed default in payment of rent. Hence, the respondent/landlord filed an application for eviction, since the petitioner/tenant committed default in payment of rent



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from October 2019 till February 2021, which comes around Rs.3,06,000/-.

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As the petitioner/tenant not paid the admitted rent of Rs.18,000/- per month, the respondent/landlord also filed a suit in O.S.No. 9157 of 2019 before the XVI Asst. City Civil Court, Chennai. He has also issued a notice on 22.02.2021 calling upon him to clear the rental arrears, for which a reply was issued on 15.04.2021, but he is not intended to pay rental arrears. As the tenancy agreement dated 22.07.2017 executed for the period of 11 months was expired on 27.11.2018, due to non-payment of rent, he was requested to vacate the premises, but the respondent/tenant failed to renew the tenancy agreement as per Sec.4(2) and 21(2)(a) of TNRRRLT Act. On the side of respondent/landlord, the said document was marked as Ex.P1 before the trial court.

3. Admittedly, as per the new Amended Act, there was no new tenancy agreement between landlord and tenant and as on date, there is no tenancy and landlord relationship after the commencement of the Act. Accordingly, the Rent Controller held that within a stipulated period, a notice was issued and as there is no tenancy agreement between landlord and tenant, he was directed to vacate from the premises. Aggrieved over



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that, he preferred an appeal in R.L.T.A.No. 128 of 2022, wherein the appellate judge independently analysed all the facts and circumstances and also held that there is rental arrears. Even assuming that there is an advance amount, but there is no new tenancy agreement between parties, thereby the appellate judge confirmed the findings of Rent Controller. Aggrieved over the dismissal of appeal in R.L.T.A.No.128 of 2022, now the present Civil Revision Petition has been filed.

4. On perusal of orders passed by both the courts below, it reveals that both the courts failed to consider the fact that already an advance amount was paid by him at the inception of tenancy and as there is no default in payment of rent, the respondent/landlord is not entitled to evict the petitioner/tenant from the premises on the ground of default in payment of rent, but there is no scope that he has not paid the rent regularly as rightly pointed out by the respondent/landlord. Hence, both the courts below have rightly arrived a conclusion that there is no new tenancy agreement, which needs no interference by this court. Therefore, this Civil Revision Petition is liable to be dismissed. Accordingly, the Civil Revision Petition is dismissed. However, on seeing the facts, this Court granted four



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weeks time to the petitioner/tenant to vacate the premises from today, failing which, the respondent/landlord is entitled to evict him and to proceed with the execution proceedings pending before the Executing Court. No costs. Consequently, connected Civil Miscellaneous Petition is closed.

28.02.2024

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