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C.R.P.No.1843 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 11.07.2024

CORAM

THE HONOURABLE MR.JUSTICE M.NIRMAL KUMAR

C.R.P.No.1843 of 2024

H.Reshma Kanwal

... Petitioner

Vs.

Minnoor Thufail Ahamed
Proprietor M/s.Topline,
New No.14, Old No.145/1,
Ground Floor, Vepery High Road,
Periamet, Chennai – 600 003.

... Respondent

PRAYER: Civil Revision Petition filed under Article 227 of the Constitution of India, to direct the XII Court of Small Causes at Chennai to dispose E.P.NO.416 of 2023 in R.L.T.O.P.No.163 of 2022 within the statutory time frame as prescribed under the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 or such other period fixed by this Court.

For Petitioner : Mr.V.Sivakumar
for M/s.P.B.Ramanujam Associates

For Respondent : Mr.T.Surendran



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ORDER

The petitioner/landlord filed the present petition seeking speedy disposal of E.P.No.416 of 2023 in R.L.T.O.P.No.163/2022 within a stipulated time as prescribed by Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 [TNRRLT Act] or such other period fixed by this Court.

2.The contention of the learned counsel for the petitioner is that the petitioner is the absolute owner of the rear portion of the ground floor of the premises at New No.14, Old No.145/1, Vepery High Road, Periamet, Chennai-600 003. The respondent was inducted as tenant in the property in November 2018 for a period of 11 months and the said period expired in September 2019. The tenancy has not been renewed in writing thereafter and there is no valid and subsisting tenancy between the petitioner and the respondent. The petitioner forwarded the draft tenancy agreement in person many times to the respondent but the respondent never expressed his willingness nor come forward to agree to the terms and conditions agreed



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thereunder. The respondent made a request to waive the portion of the monthly rent as agreed upon till 31.07.2021 and the said waiver was also given, despite the same the tenant was highly irregular in payment of monthly rents from November 2020 and the last payment was made in August 2021. The respondent became a defaulter of monthly rent from March 2021 onwards. A cheque dated 25.08.2021 for a sum of Rs.48,400/- was issued to the petitioner/landlord which got dishonoured for the reason 'Funds Insufficient'. The petitioner's son is a Doctor by profession and he was keen to set up his Clinic in Chennai and hence the petitioner was in need of rented premises for own occupation. A legal notice dated 30.09.2021 was issued to clear the rental arrears and to vacate and hand over vacant possession of the premises. The respondent issued a reply notice dated 04.10.2021 with false and baseless allegation and a rejoinder was sent by the landlord on 29.11.2021 calling upon the respondent to furnish the bank details of payments claimed by the respondent, to settle the arrears and to surrender the vacant possession of the premises. Since there was no response, the petitioner filed a case before the Rent Control Act.



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3.The learned counsel for the respondent/tenant submitted that to avoid income tax, arrangements made with the petitioner, which is now denied. Further, the rented premises has small entrance in the adjoining E.K.Guru Street and now the petitioner is attempting to mislead the Court as though the schedule premises has separate entrance from E.K.Guru Street and taking advantage of the same, the petitioner filed a petition that the suit premises is separate whereas both the premises of the petitioner and her husband are one and the same. The cheque dated 25.08.2021 claimed to be dishonoured is false. Further, the petitioner's son is a Doctor who settled in UK and there is no plan for him to return to Chennai and hence, with a false averments the petitioner is claiming the premises for his occupation. The petitioner's husband Mr.M.Faradh Basha initiated similar proceedings against the respondent in R.L.T.O.P.No.157 of 2022, the petitioner therein is holding more than Rs.2.5 Crores from the rental advance from the respondent. In view of the same, there is no question of wilful default. The earlier unregistered agreement was for the period of 11 months from 01.11.2018 and it was agreed that the premises being a commercial



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property, the respondent would be allowed to continue to run the business for 15 years. Suppressing all these facts, proceedings initiated. The Rent Control Court not considered the respondent's contentions and given a finding that the petitioner complied with the mandatory requirements of TNRRRLT Act and the other contention of the petitioner and ordered eviction on the ground that there is no registered written tenancy agreement and further on the ground of default in payment of rent and for owner's use and occupation. Aggrieved against the same, the respondent filed an appeal in R.L.T.A.No.120 of 2023 which is pending before the XIX Additional Principal Sessions Court, City Civil Court, Chennai. Taking advantage of the fact that the respondent unable to get any order of stay in the appeal, the petitioner filed E.P.No.416 of 2023 and forcing the respondent to get evicted. The appeal is a statutory appeal and hence, it would be appropriate that finality of the appeal to be reached and thereafter only it can be considered, whether the petitioner is entitled to evict the respondent. But in all fairness, E.P.No.416 of 2023 to be kept pending till the disposal of the appeal. Hence, he opposed the petition.



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4.Be that as it may, this Court on 30.04.2024 on the submissions of the petitioner/tenant passed the following order in C.R.P.No.1805 of 2024:

The petitioner is the tenant and the respondent is the landlord.

2.The contention of the learned counsel for petitioner is that during Covid-19 period, he suffered some difficulty in the business, hence, he was unable to make the payment of rent on time. Thereafter, he was making payment but there is some dispute with regard to accounting the rent.

3.The learned counsel for respondent produced a sheet showing arrears of rent to the tune of Rs.17,90,800/- to be paid by the petitioner to the respondent from 01.04.2021 to 30.04.2024. He further submitted that another portion of the property was rented out to the petitioner's wife for monthly rent of Rs.51,000/-, which is also in default and the issue is now pending before the Appellate Tribunal.

4.The learned counsel for petitioner submitted that the petitioner is willing to amicably settle the issue and the respondent is not coming forward for any settlement. The petitioner made huge investment for the business



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and he incurred some expenditure while vacating the earlier tenant and further to re-brush the show room.

5.The learned counsel for respondent denied the petitioner's contention and submitted that there is no document or anything to prove the same. The petitioner is making such claim without any materials. If the petitioner show some bonafide, his contention can be considered.

6.The learned counsel for petitioner submitted that by 15th June, 2024, he will make payment of Rs.10,00,000/- to the respondent. His only apprehension is that he is now facing eviction and hence, pressing for a stay. He further submitted that he is also facing eviction in R.L.T.A.No.120 of 2023.

7.The learned counsel for respondent submitted that if the petitioner pays another Rs.10,00,000/- in R.L.T.A.No.120 of 2023, status-quo would be maintained and no coercive action would be taken against the petitioner and his wife.

8.Considering the same, the petitioner is directed to pay a sum of Rs.10,00,000/- as far as present C.R.P.No.1805 of 2024 is concerned and another Rs.10,00,000/- as far as R.L.T.A.No.120 of 2023 is concerned, to the respondent on or before 15.06.2024.



Thereafter the petitioner's contention can be considered.
Till then, no coercive action to be taken against the petitioner in C.R.P.No.1805 of 2024 as well as in R.L.T.A.No.120 of 2023.

9.Post the case on 18.06.2024.

5.Today, the learned counsel for the respondent submitted that the respondent has not complied with the order passed by this Court in C.R.P.No.1805 of 2024 dated 30.04.2024 and his apprehension is despite paying Rs.10 lakhs he would face the eviction, there is no assurance from the landlord to continue the tenancy, further huge claims of arrears of rent with interest will be made and the respondent will be forced to defend the suit for recovery of arrears amount, hence not made the payment of Rs.10 lakhs. This Court is not inclined to consider the reasoning of the respondent.

6.In view of the same, the learned XIX Additional Judge, City Civil Court, Chennai is directed to complete the proceedings in R.L.T.A.No.120 of 2023 within a period of thirty days from the date of receipt of a copy of



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this order. Further, the learned XII Judge, Small Causes Court, Chennai is directed to complete the proceedings in E.P.No.416 of 2023 within a period of thirty days thereafter.

7.With the above direction, the Civil Revision Petition stands allowed. No costs.

11.07.2024
(2/2)

Index : Yes/No
Speaking Order/Non Speaking Order
Neutral Citation: Yes/No
cse

To

1.The XIXth Additional Judge,
City Civil Court,
Chennai.

2.The XIIth Judge,
Small Causes Court
Chennai.



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M.NIRMAL KUMAR, J.

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