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C.R.P.No.1805 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.1805 of 2024
and C.M.P.No.9519 of 2024

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

... Petitioner

Vs.

M.Farhath Basha

... Respondent

PRAYER: Civil Revision Petition filed under Section 115 of CPC to set aside the fair and decreetal order dated 22.01.2024 passed by the learned XXth Additional City Civil Judge, Chennai in R.L.T.A.No.121 of 2023 confirming the fair and decreetal order dated 06.02.2023 passed by the XIIth Small Causes Court, Chennai in R.L.T.O.P.No.157 of 2022.

For Petitioner : Mr.T.Surendran

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



C.R.P.No.1805 of 2024

ORDER

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The petitioner/tenant filed this revision seeking to set aside the fair and decreetal order passed in R.L.T.A.No.121 of 2023 by the learned XX Assistant City Civil Judge, Chennai confirming the fair and decreetal order dated 06.02.2023 in R.L.T.O.P.No.157 of 2022 by the XII Small Causes Court, Chennai.

2.The contention of the learned counsel for the petitioner is that the respondent/landlord let out the premises on rent to the petitioner for running a leather goods show room at a monthly rent of Rs.48,500/- with an advance of Rs.3,50,000/-. An unregistered rental agreement was entered on 01.11.2018 which got expired during September 2019. The respondent/landlord promised to renew the tenancy for every 11 months and assured that the tenancy would be continued for a minimum period of 15 years since it was a commercial and business tenancy. Believing the words of the respondent, the petitioner invested huge amount in the business. The petitioner is made as a scapegoat and using the petitioner, the respondent vacated the previous tenant HS International. The petitioner spent upto



C.R.P.No.1805 of 2024

Rs.80,00,000/- which was paid to the previous tenant for vacating the premises and Rs.1 Crore to the respondent as goodwill since it was a commercial property. Hoping that the petitioner could do the business for a minimum period of 15 years, the said arrangement was complied. As on date, the respondent/landlord owes the petitioner Rs.25 lakhs but on the contrary, the respondent removed the goods kept in the tenancy premises illegally by breaking open the lock. For the loss and damages, the respondent owes a sum of Rs.2.05 Crores apart from the advance amount of Rs.3,50,000/- which is retained by the respondent. Suppressing all these facts, R.L.T.O.P. was filed for vacating the petitioner from the premises on the ground of owners occupation and for wilful default. Though the respondent received the rent of 24.08.2021, caused the notice of eviction on 13.09.2021 even before the lapse of two months which was fittingly replied by the petitioner. On a demurer submitted, the default period rent is deducted from the advance amount and there is a balance of more than Rs.1.5 lakhs. These factors have not been considered by the Rent Court as well as the Rent Appellate Tribunal. Hence, the present petition is filed.



C.R.P.No.1805 of 2024

3.The learned counsel for the respondent strongly opposed the petitioner's contention and denied any such understanding that the tenancy would continue for 15 years and the lease agreement was entered on 01.11.2018 for a period of 11 months. He further denied that the petitioner/tenant paid Rs.80 lakhs to the previous tenant HS International and also paid Rs.1 Crore as goodwill to the respondent/landlord are imaginary stories cooked up by the petitioner and further submitted that the respondent's son, a Doctor who is in UK was planning to come back to India and to establish a Clinic in the leased property. The other contention of the petitioner that the respondent is holding more than Rs.2.5 Crores is also false. The petitioner cooked up false and concocted stories by making wild claim without contemporary documents or materials. Hence, the respondent filed a case before the Rent Control Court seeking order for re-possession on the ground of wilful default, owners occupation and there is no written agreement between the petitioner and the respondent.

4.During the trial, the respondent examined herself as PW1 and marked Ex.P1 to Ex.P4. On the side of the petitioner, RW1 was examined,



Ex.R1 and Ex.R2 marked. The Trial Court considering the submissions, evidences and materials found that the tenancy is admitted by the petitioner and the respondent and the contention of the petitioner that he had been insisting for a new written agreement to be registered before the Rent Authority but the respondent refused to enter into written tenancy agreement is not without any materials. As per the New Act, if there is no written tenancy agreement between the parties after 22.02.2019, within 575 days the landlord and the tenant shall have the right to apply for termination of the tenancy under Clause (a) of Sub-Section (2) of Section 21. Further, in view of Section 4(3) of the Act, an agreement has to be registered with the Rent Authority but the said agreement dated 01.11.2018 was not registered. The said unregistered rent agreement was entered on 01.11.2018 for a period of 11 months and the said agreement got expired on 30.09.2019. The Trial Court considered all the contentions of the petitioner and the respondent and finding that there is no registered written tenancy agreement, answered the point in favour of the respondent/landlord. Further, the petitioner's contention that he paid several amounts to the erstwhile tenant for the purpose of vacating and also paid goodwill to the



C.R.P.No.1805 of 2024

respondent/landlord are not supported with any materials and evidence, hence, the contention of the petitioner was rejected. Further, it is not necessary for the landlord to prove the bonafide seeking for owners occupation and hence, on that ground also, the contention of the petitioner was dismissed. Aggrieved against the same, the petitioner/tenant approached the Rent Control Appellate Tribunal which confirms the finding of the Rent Control Authority.

5. During the previous hearing on 30.04.2024, the respondent/landlord produced a working sheet showing arrears of rent to the tune of Rs.17,90,800/- for the period from 01.04.2021 to 30.04.2024. The learned counsel for the petitioner submitted that the petitioner made huge investment and incurred heavy expenditure by vacating the earlier tenant and further to re-do the showroom as per his business requirements, hence sought some time to show his bonafide by making payment of arrears of rent due and submitted that by 15.06.2024, he will make upfront payment of Rs.10,00,000/- to the respondent/landlord and till such time, he sought some protection.



C.R.P.No.1805 of 2024

WEB COPY 6.This Court on 30.04.2024 on the submissions of the petitioner/tenant passed the following order:

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 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.



C.R.P.No.1805 of 2024

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.

7.Today, the learned counsel for the petitioner submitted that the petitioner not complied with the order dated 30.04.2024 and his apprehension is that despite paying Rs.10 lakhs he would face eviction, there is no assurance from the landlord to continue the tenancy, further they will make huge claim of arrears of rent with interest and the petitioner to face a suit for recovery of arrears amount and hence, not made the payment of Rs.10 lakhs.

8.Be that as it may, the petitioner had not complied with the undertaking as agreed by him on 30.04.2024. In view of the same, the petitioner's submission lacks bonafide. On perusal of the order of the Courts below, this Court finds no reason to interfere with the impugned order.



C.R.P.No.1805 of 2024

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

11.07.2024
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Index : Yes/No
Speaking Order/Non Speaking Order
Neutral Citation: Yes/No
cse

To

1. The XXth Additional City Civil Judge,
Chennai.
2. The XIIth Small Causes Court Judge,
Chennai.



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C.R.P.No.1805 of 2024

M.NIRMAL KUMAR, J.

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C.R.P.No.1805 of 2024

11.07.2024
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