



CRP No.2411 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :12.03.2024

CORAM :

THE HONOURABLE MRS. JUSTICE T.V. THAMILSELVI

Civil Revision Petition No.2411 of 2022
and
CMP.No.12425 of 2022

B.Dharmaraj

.. Petitioner

Versus

1.P.Elango

2.P.Bhoopathi

3.E.Rathinam

4.B.Avudai Selvi

.. Respondents

Civil Revision Petition filed Under Article 227 of Constitution of India, praying to set aside the fair and decretal order passed in I.A.No.7 of 2021 in RLTOP.1 of 2020 by the District Munsif Court (Rent Controller Jurisdiction), Arakkonam on 05.04.2022.

For Petitioner : Mr. V. Raghavachari, Senior Counsel
for N.Elayaraja

For Respondents : Mr.G.Jeremiah

ORDER

The petitioner has filed this Civil Revision Petition to set aside the fair and decretal order dated 05.04.2022 passed in I.A.No.7 of 2021 in RLTOP.No.1 of 2020 by the District Munsif Court (Rent Controller Jurisdiction), Arakkonam.



CRP No.2411 of 2022

WEB COPY

2. Heard, Mr. V. Raghavachari, learned Senior Counsel for Mr.N.Elayaraja, learned counsel for the petitioner, Mr.G.Jeremiah, learned counsel appearing for the respondents and perused the materials available on record.

3. The petitioner herein is the respondent in RLTOP.No.1 of 2020 on the file of the District Munsif Court (Rent Controller), Arakonnam. The respondents herein are the landlords. They filed RLTOP.No.1 of 2020 for eviction of the petitioner on the ground of willful default, for demolition and reconstruction and for owner's own use occupation.

4. The respondents herein / landlords purchased the property through four different sale deeds in the year 2018 from the original owner Sathish Kumar, who is a legal heir of Rammoorthy Rao and the same was informed to the Tenant / petitioner herein, orally with a request to pay the rent to them, but he failed to comply with the lawful demand of the respondents and failed to pay rent from August 2018. Hence, the respondents issued legal notice for paying arrears of rent. A reply was given by the petitioner with its relevant allegations, knowing well that the respondents are the lawful owners of the



CRP No.2411 of 2022

premise. The petitioner / tenant not inclined to pay rent to them, hence they filed eviction petition for evicting the petitioner from the premises.

5. The petitioner / tenant contended that he was inducted as a tenant under the original owner Sathis Kumar's father Rammoorthy Rao but he died in the year 2015. Thereafter, his son Sathish Kumar collected the rent and present rent is Rs.16100/- and he paid the rent to said Sathish Kumar without any default. But after the issuance of the notice in the year 2018 by the 1st respondent herein, he was informed that they purchased the property from the said Sathish Kumar, but even then the said Sathish Kumar receiving the rent so he demanded to provide copy of the sale deed and if not given, he would continue to deposit the rent, but there was no rejoinder on the side of the respondents. Therefore, the petitioner herein sent the rent for the months of November and December 2020 through two Demand Drafts for a sum of Rs.16,100/- each to the original owner Sathish Kumar and the same was returned as “door locked”. In the mean while, the respondents herein / petitioners have filed a petition in RLTOP.No.1 of 2020 for eviction on the ground of wilful default, for demolition and reconstruction and owner's occupation. During the pendency of the proceedings the landlords have filed an I.A.No.7 of 2021, under Order VI Rule 17 and under Section 151 of CPC to



amend the main petition to add Section 21(2) (a) instead of Section 21(2) (G) and to that effect they want to add some more recitals in the main petition.

6. The petition for amendment in I.A.No.7 of 2021 was strongly objected by the tenant stating that already he has filed a detailed counter in the main petition stating that the petitioner is not entitled to amend the main petition by adding Section 21(2) (a) as if he refused to execute the rental agreement in favour of the land lords as enumerated under Section 4(2) of the Act. Further, he contended that the said provision of law will not apply to the present case for the reason that petitioner is not his landlord. Besides he also stated that he was regular in payment of rent to his original landlord and he was never asked by his landlords to execute the rental agreement in his favour. Therefore, he raised objection for the said amendment.

7. Considering both sides submissions, the learned Rent Controller held that the party cannot be left without any remedy because of absence of specific provisions in the enactment and there is no specific bar for invoking the provision of CPC for amending the application and the proposed amendment also would not change the basic structure of the petition. Therefore, the said application was allowed permitting the landlords to include another ground for



eviction. Aggrieved by the same, the present revision is filed by the tenant.

WEB COPY

8. The learned counsel for the petitioner / Tenant submitted that the respondents herein are not at all a landlords and they have no locus standi to file a petition for eviction against him for the reason that he used to pay the rent to the original owner Sathish Kumar. Before filing the petition there is no default committed by the petitioner. Besides the plea of eviction also is not sustainable by including additional grounds in support of eviction under Section 21(2) (a) relating to executing a new rental agreement, as enumerated section 4(2)(a) of the Act. But the learned Rent Controller failed to consider the facts and circumstances of the present case and erroneously allowed the application, as such is unjustifiable and liable to be set aside.

9. By way of reply the learned counsel for the respondents / land lords contended that in spite of the information given to the petitioner he has not tendered the rent to them, on the contrary, he took a stand that he paid rent to the original owner Sathish Kumar. Admittedly respondents has purchased the property in question for a valid consideration in the year 2018 and from that onwards they are absolute owner of the land. The landlord and tenant relationship continues even after the sale in favour of respondent. Therefore, by



CRP No.2411 of 2022

way of abundance, he wants to include the said amendment to add one more ground under section 21(2)(a) of new Act as it also squarely apply to the facts of the case.

10. The petitioner admits that he has not entered into agreement with erstwhile landlord and after his death with his legal heir Sathish Kumar was receiving the rent. Now as per the contention of the respondents they purchased property from Sathish Kumar in the year 2018 itself. Therefore, the tenancy right also gets transferred. Now, the respondents herein knowing fully attempts to pay rent to the original owner Sathish Kumar and not accepted the landlord / tenant relationship with the respondents herein . But the respondents prima facie established that they are the landlords at present, therefore they are entitled to raise any ground for eviction in the manner known to law and the same was rightly permitted by the Rent Controller.

11. Furthermore, there is no specific provision for amendment in the New Act and in the absence of any specific provision in the enactment the Rent Controller can always adopt the procedure under the Code of Civil Procedure and to that effect the findings rendered by this Court in CRP.No.3524 of 2022, dated 07.11.2022 is squarely applicable to the facts of the case.



12. In respect of applicability of the Section 21(2) and 4(1) of New act the same can be decided only at the time of trial, not before the commencement of the trial. Therefore the authority relied by the petitioner in the case of CRP.No.3056 of 2021, reported in 2022 SCC Online Mad 958: (2022) 1 CCC 138: (2022) 2 CTC 291: (2022) 2 Mad LJ 182: (2022) 2 MWN (Civil) 311, *S.Muruganandam vs. J.Joseph*, will not apply to the facts and circumstances of this case. The relevant portion of the said order reads as follows:

“ 38. Insofar as the sixth category of cases where there is no written agreement of tenancy either registered or unregistered, the landlord will have no other option but to seek remedy under the Transfer of property Act. In these cases, as could be seen from the object of the enactment, the Fast Track eviction proceedings will not be available to such landlords.”

13. Accordingly, this Civil Revision petition is dismissed. The Rent Controller is directed to dispose of the original petition as early as possible within a period of three months from the date of receipt of a copy of this order. Consequently, the connected miscellaneous petition is closed. There shall be no order as to costs.



CRP No.2411 of 2022

12.03.2024

Index : Yes/No

Speaking/Non Speaking order

Neutral Citation: Yes/No

rri

To

1. The District Munsif Court (Rent Controller)
Arakkonam.

2. The Section Officer,
VR-Section, High Court of Madras.

T.V.THAMILSELVI, J.

rri



WEB COPY



CRP No.2411 of 2022

Civil Revision Petition No.2411 of 2022
and
CMP.No.12425 of 2022

12.03.2024