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C.R.P.Nos.4224 and 4225 of 2018

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 05.01.2024

PRONOUNCED ON : 10.01.2024

CORAM

THE HONOURABLE MR. JUSTICE S.SOUNTHAR

C.R.P.(NPD).Nos.4224 and 4225 of 2018

Dibyendu Choudhur

... Petitioner
(in both CRPs)

Vs

M.Alli

... Respondent
(in both CRPs)

Common Prayer:- Civil Revision Petitions are filed under Section 25 of the Tamil Nadu Buildings Lease and Rent Control Act, praying to set aside the Judgement and Decree dated 11.09.2018 passed by the (Rent Control Appellate Authority) VIII Judge, Court of Small Causes at Chennai, in R.C.A.Nos.800 and 801 of 2017 reversing the Judgement and Decree dated 10.10.2017 in RCOP No.865 of 2013 and RCOP No.600 of 2008 on the file of XVI Judge, Small Causes Court, Chennai.

For Petitioner : Mr.N.Muralikumaran
Senior Advocate
for M/s.G.Girishankar

For Respondent : Mrs.Chitra Sampath
Senior Advocate
for M/s.T.S.Baskaran



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COMMON ORDER

These Civil Revision Petitions are arising out of rent control proceedings. The tenant is the revision petitioner. The respondent/landlady filed a petition for eviction on the ground of wilful default and also petition for fixation of fair rent. Both the petitions filed by the respondent were dismissed by the Rent Controller on the ground there was no jural relationship of landlord and tenant. Aggrieved by the same, the respondent preferred two rent control appeals. The appeal against the dismissal of eviction petition was partly allowed by setting aside the finding of Rent Controller with regard to jural relationship. The appellate authority held that the jural relationship of landlord and tenant was established and amount deposited by the petitioner and withdrawn by the respondent shall be treated as rent payable by the petitioner. However, the dismissal of eviction petition was confirmed. The appeal filed against dismissal of fair rent petition was allowed by fixing fair rent at the rate of Rs.61,850/- per month. Aggrieved by the same, the petitioner has come by way of these two revisions.

2. According to the respondent/landlady, the petitioner is a tenant



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under her in respect of the non-residential/commercial building. The rental agreement was entered into on 01.10.2003 and the agreed monthly rent was Rs.9,000/- per month. Since there was agreement to increase the rent at the rate of 5% per every 11 months period, on the date of filing eviction petition the agreed monthly rent was Rs.9,450/-. It was claimed by the respondent that petitioner had committed default in payment of rent from February-2005. Therefore, the respondent issued a lawyer notice on 26.12.2007 calling upon the petitioner to pay the arrears of rent from February-2005 to November-2007. The petitioner came up with a reply notice dated 07.01.2008 with false allegations. In spite of rejoinder by the respondent, petitioner failed to pay the rent. It was further averred by the respondent that she had borrowed a sum of Rs.17,42,065/- from the petitioner for interest to discharge mortgage loan obtained by her from Tamil Nadu Industrial Investment Corporation. The petitioner insisted the respondent to execute sale agreement in his favour as a security for loan transaction. It was claimed by the respondent that she had no intention to sell the demised premises to petitioner and no sale agreement was executed by her in favour of petitioner.



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It was also claimed that there was no clause in the agreement to the effect that tenant need not pay rent to the demised premises. The suit for specific performance filed by the petitioner was resisted by the respondent by contending that agreement was a security for a loan transaction. Thus, on the specific allegation that petitioner committed default in payment of rent from February-2005 to November-2007, for a period of 34 months, the respondent laid the petition for eviction. While the said petition was pending, the respondent also filed a petition seeking fixation of fair rent at the rate of Rs.1,99,560.74/- per month.

3. The petitioner herein filed counter affidavit and resisted both the petitions on the ground that petitioner and respondent entered into sale agreement in respect of the demised premises on 07.03.2005 and as per the terms of said agreement, the respondent agreed to sell the demised premises to the petitioner for a total sale consideration of Rs.24,24,000/-. It was claimed by the petitioner that he paid a sum of Rs.17,42,065/- to respondent towards the portion of the sale consideration and together with rental



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advance of Rs.1,50,000/-, the total amount paid by the petitioner to respondent towards advance amount for purchase of demised premises would come to Rs.18,92,065/-. It was also claimed by the petitioner that he had been in possession of demised premises in part performance of the agreement and hence, the relationship of landlord-tenant had got extinguished. It was claimed by the petitioner that as respondent failed to come forward to execute sale deed in pursuance of agreement, he was constrained to file a suit for specific performance against the respondent in C.S.No.978 of 2005 on the file of this Court and obtained *status quo* order not to disturb his possession or not to alienate the property. The said suit was later on transferred to the City Civil Court, Chennai and renumbered as O.S.No.5387 of 2011. It was claimed by the petitioner that the respondent even in the written statement filed in the suit did not raise any issue regarding non-payment of rent and wilful default. The respondent, who kept quiet for nearly 3 years suddenly filed eviction petition as a counter blast to the suit for specific performance filed by the petitioner. It was also claimed by the petitioner that the fair rent claimed by the respondent was on higher



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side having regard to the value of the demised property.

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4. Before the Rent Controller, the husband of the respondent/landlady was examined as PW.1 and one Engineer was examined as PW.2. On behalf of the respondent 17 documents were marked as Exs.P1 to P17. The petitioner herein was examined as RW.1 and one Engineer was examined on his behalf as RW.2. On the side of the petitioner, 15 documents were marked as Exs.R1 to R15. The exhibits P12 to P15 and Exs.R12 to R15 are relating to fixation of fair rent.

5. The learned Rent Controller on appreciation of evidence available on record came to the conclusion that respondent failed to prove the jural relationship of landlord and tenant and consequently, dismissed both petitions for eviction and fixation of fair rent. Aggrieved by the same, the respondent preferred two rent control appeals and the appeal filed against dismissal of eviction petition was partly allowed as mentioned above and appeal filed against dismissal of fair rent petition was allowed by fixing fair



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rent at the rate mentioned above. Aggrieved by the petitioner, the petitioner has come by way of these revisions.

6. Mr.N.Muralikumaran, learned Senior Counsel appearing for the petitioner submitted that the landlord-tenant relationship between the parties got extinguished by Sale Agreement entered between the parties and from the date of sale agreement (01.10.2003), the petitioner had been in possession and enjoyment of the petition mentioned property as an agreement holder but not as a tenant. Therefore, the petitioner stopped payment of rent from the date of agreement and the same was not objected or questioned by the respondent for more than two years. The petitioner filed a suit for specific performance of the agreement in the year 2005 and after filing written statement in the suit, during December-2007, the respondent belatedly issued a legal notice demanding arrears of rent and filed the present eviction petition. Therefore, it is the contention of the learned Senior Counsel, the eviction petition as well as petition for fixation of fair rent filed by the respondent are only counter blast to the suit for specific performance



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filed by the petitioner. In support of his contention that by virtue of sale agreement entered between the parties, the relationship of landlord and tenant had got extinguished, the learned Senior Counsel relied on following judgements:-

- (i) ***R.Kanthimathi vs. Beatrice Xavier*** reported in **(2000) 9 SCC 339**.
- (ii) ***Arjunlal Bhatt Mall Gothani vs. Girish Chandra Dutta*** reported in **(1973) 2 SCC 197**.
- (iii) ***Joseph Kantharaj vs. Attharunnisa Begum S.*** reported in **(2010) 2 SCC 619**.
- (iv) ***John V. John vs. Goolamally Estates, a partnership firm, rep. by partner Abbasbhai Akberally Vedenagarvalla*** reported in **1989 TLNJ Page 311**.
- (v) ***A.Raja vs. Ingnasi*** reported in **1999 (1) CTC 339**.

7. Per contra, Mrs.Chitra Sampath, learned Senior Counsel appearing for the respondent submitted that under Class 6 of sale agreement, it was specifically mentioned that possession of the agreement mentioned property



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would be delivered to the agreement holder on the date of registration of the Sale Deed. Therefore, the learned Senior Counsel submitted that possession of the petitioner is not under the agreement but it is in his capacity as tenant. Therefore, it is the submission of the learned Senior Counsel for the respondent that by virtue of sale agreement the relationship of landlord and tenant did not extinguish and the same will continue till the execution of sale deed by the respondent in favour of petitioner. The learned Senior Counsel further submitted that there is no express clause in the agreement stipulating that rent for the premises need not be paid by the agreement holder and therefore, the petitioner's liability to pay the rent continuous. It was also submitted by the learned Senior Counsel for the respondent that admittedly there are other tenants in the other portions of the same building and the revision petitioner was not allowed to collect rent from those tenants. Hence, the possession of petitioner shall not be treated as the one under the agreement but it should be treated only in his capacity as tenant. The learned Senior Counsel also relied on Section 55(4) of the Transfer of Property Act, 1882 for the proposition that seller is entitled to collect profits and rents till



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the ownership of the property pass on to the buyer. In support of her contention, the learned Senior Counsel relied on the following judgements:-

- (i) ***H.K.Sharma vs. Ram Lal*** reported in ***(2019) 4 SCC 153***.
- (ii) Unreported Order in ***K.J.A.S.Ravi vs. Begum Jan*** in ***C.R.P.No.3356 of 2009, dated 09.10.2023***.
- (iii) Unreported Order in ***The Official Assignee, High Court, Madras vs. S.M.Maria Dorch in Application No.69 of 2017 in IP No.94 of 2010 dated 08.10.2021***.

8. The learned Senior Counsel appearing for the petitioner by way of reply submitted that since there are other tenants in the building, a clause was introduced in the sale agreement that possession of the property would be delivered to the petitioner/agreement holder on the date of registration of sale deed and it could not be interpreted as he continues in the property in his earlier capacity as tenant.

9. In the light of the arguments advanced by learned Senior Counsel for either side, the main point that has to be decided in this case is whether



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there exist jural relationship of landlord and tenant between the petitioner and respondent after execution of sale agreement dated 07.03.2005.

10. It is not in dispute the petitioner initially entered the petition mentioned property under rental arrangement. It is also not in dispute that there was a sale agreement between petitioner and respondent on 07.03.2005. The said sale agreement was marked as Ex.P3. It is the contention of the petitioner that he entered into sale agreement for purchase of the property and paid a sum of Rs.18,92,065/- (which includes rental advance of Rs.1,50,000/-) to respondent towards portion of the sale consideration. The payment of said amount by the petitioner to respondent is not in dispute. The respondent admitted the execution of suit sale agreement by her but contented that it was executed as a collateral security for the loan amount of Rs.17,42,065/-, she borrowed from the petitioner. Both the learned Senior Counsel appearing for the parties agreed that suit for specific performance filed by the petitioner was decreed and the same attained finality by dismissal of the appeal before this Court and SLP before the



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Hon'ble Apex Court. Therefore, it is made clear the plea of loan transaction raised by the respondent was disbelieved and genuineness of the sale agreement was upheld by the Civil Court. Now we have to see, in the facts and circumstances of the case, whether the sale agreement entered between the parties extinguished the relationship of landlord and tenant that prevailed between the parties on the date of agreement. In this regard it would be appropriate to refer to the various judgements relied on by the parties:-

(i) In ***R.Kanthimathi vs. Beatrice Xavier*** reported in **(2000) 9 SCC 339**, the Hon'ble Apex Court while considering the question whether execution of sale agreement ipso facto would extinguish the earlier relationship of landlord and tenant, observed as follows:-

“6. Any jural relationship between two persons could be created through agreement and similarly could be changed through agreement subject to the limitations under the law. Earlier when appellants were inducted into tenancy it only means both agreed that their relations is to be that of a landlord and tenant. Later when landlord decides to sell this property to the tenant and tenant agreed by entering into



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agreement they by their positive act changed their relationship as purchaser and seller. When seller-landlord accepts sum he actually acts under this agreement. This acceptance preceded by agreement of sale changes their relationship. This is how they intended. Once accepting such a change then their relationship of landlord tenant ceases.”

(ii) In ***Arjunlal Bhatt Mall Gothani vs. Girish Chandra Dutta*** reported in ***(1973) 2 SCC 197***, while considering the similar question, the Hon'ble Apex Court observed as follows:-

“5. It was sought to be argued before us that once the agreement stood cancelled the appellants stood restored to their original position as tenants and the suit could not be filed without giving notice under the Transfer of Property Act. We are of opinion that when the agreement, dated June 7, 1959, was entered into the old relationship of landlord and tenant came to an end. The rights and liabilities of the parties have to be worked out on the basis of that agreement. This is obvious from the fact that there was no provision for payment of any rent till the whole purchase money was paid or even for the balance of the purchase



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money that may be due after one or more instalments were paid. There was no provision even for payment of interest in respect of the whole of the purchase money or any of the instalments. Therefore, when the agreement stood cancelled the plaintiff was automatically entitled to possession under the terms of the agreement.”

(iii) In ***Joseph Kantharaj vs. Attharunnisa Begum S.*** reported in ***(2010) 2 SCC 619***, while considering the necessity of staying eviction proceedings under Section 43 of Karnataka Rent Act, 1999, on the ground of denial of existence of landlord and tenant relationship between the parties, the Hon'ble Apex Court observed as follows:-

“10.But where the respondent in an eviction proceeding under the Rent Act denies the relationship of landlord and tenant contending that he is not in possession as a tenant and produces and relies upon an agreement of sale in his favour which confirms delivery of possession in past performance, and a specific performance suit is pending and there is no lease deed, or payment of rent from the date of such agreement of sale, or no acknowledgement of attornment



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of tenancy, section 43 of the new Act may apply. But a word of caution. Courts dealing with summary proceedings against tenants under Rent Acts for eviction, should be wary of defendants coming forward with defences of agreement of sale, lest that becomes a stock defence in such petitions. Unless the court is satisfied prima facie that the agreement is genuine and defence is bonafide, it should not defer the proceedings for eviction under the Rent Acts.”

(iv) In ***John V. John vs. Goolamally Estates, a partnership firm, rep. by partner Abbasbhai Akberally Vedenagarvalla*** reported in **1989 TLNJ Page 311-**, this Court observed as follows:-

“Mr. R. Krishnamurthi, learned counsel for the respondent would urge relying on the ratio in S.Duraiswamy Nadar v. Nagammal (93 LW 858) that in the agreement for sale there is nothing to absolve the revision petitioner-tenant from payment of rent. Therefore, only in such an event, the liability would cease and not by merely entering into an agreement. In such a case, section 53-A of the Transfer of Property Act would not apply.

I will now proceed to consider the merits and demerits



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of the contentions advanced. The appellate authority found that though by reason of the oral testimony of R.W. 1 read with Exhibits R.3 and R.4 an agreement could be culled out, the actual agreement for sale had not been filed and that is fatal to the case of the tenant. Further, the evidence on record does not disclose that R.W. 1 has been in possession of the property based on the doctrine of part performance as per section 53-A of the Transfer of Property Act. These are the findings which resulted in the eviction order being sustained by the appellate court. I am totally unable to appreciate the findings. First of all, it is not the case of the landlord that there was no agreement. However, he would plead his inability to complete the sale for certain reasons which are totally alien to the point in issue. It is very clear from the evidence of R.W.1 read with Exhibits R.3 and R.4 that there was an agreement for sale. One cannot escape from that position. From that position if the matter is proceeded with, it clearly establishes a relationship of purchaser and vendor. That agreement puts an end to the jural relationship of tenant and landlord. Under those circumstances, the question of payment of rent does not arise.

The belated attempt on the part of the landlord that he



had adjusted the sum of Rs.5,000/- paid by way of advance towards the sale consideration for the rent due is neither here nor there. Nor it is legally justifiable. As a matter of fact, two months' rent had been paid by way of advance.

Then coming to possession, that old theory that the contracting party must be inducted into possession pursuant to the agreement is no longer valid. Even if a person qua the tenant enters into an agreement for purchase of the property and continues to be in possession thereafter, section 53-A of the Transfer of Property Act would apply.

(v) In ***A.Raja vs. Ingnasi*** reported in ***1999 (1) CTC 339***, while following the decisions of this Court in ***John V John*** cited supra, this Court observed as follows:-

“14. In my view, when once the parties have entered into an agreement of sale and there is no reference about the arrears of rent, now it is not open to the landlord to come forward with an application that the tenant has committed wilful default in payment of rent. There is no default in payment of rent by the tenant, and hence, the order of eviction passed by the authorities below is liable to be set



aside.”

(vi) In ***H.K.Sharma vs. Ram Lal*** reported in ***(2019) 4 SCC 153***, when considering the question whether execution of sale agreement would ipso facto would result in severance of the relationship of lessor and lessee, the Hon'ble Apex Court observed as follows:-

“23. In other words, the question that arises for consideration is when the lessor enters into an agreement to sell the tenanted property to his lessee during the subsistence of the lease, whether execution of such agreement would ipso facto result in determination of the lease and severe the relationship of lessor and the lessee in relation to the leased property.

24. In our considered opinion, the aforementioned question has to be decided keeping in view the provisions of Section 111 of the TP Act and the intention of the parties to the lease-whether the parties intended to surrender the lease on execution of such agreement in relation to the tenanted premises or they intended to keep the lease subsisting notwithstanding the execution of such agreement.”

11. In the light of the above mentioned judgements of the Hon'ble Apex Court and this Court let us move on to consider whether the sale



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agreement between the parties would put on end to the earlier relationship of landlord and tenant. It is not in dispute that earlier there was rental agreement between the parties and jural relationship of landlord and tenant existed between them. It is also not in dispute subsequently parties entered into a sale agreement and the genuineness of the same has been upheld by the Civil Court and confirmed by the Hon'ble Apex Court. Now, the question is whether the parties by entering into the sale agreement materially changed the relationship into Vendor-Vendee from that of Lessor-Lessee. In the absence of any express terms in the sale agreement, putting an end to the landlord-tenant relationship, the intention of the parties has to be inferred from the terms of the sale agreement and the subsequent conduct of the parties. A perusal of the sale agreement would indicate that there is no clause in the sale agreement, burdening the Agreement Vendee to continue with the payment of rent. The total agreed sale consideration was Rs.24,24,000/-. Even as per the admission of respondent in her eviction petition, she received a sum of Rs.17,42,065/-. It is the case of the petitioner that original rental advance of Rs.1,50,000/- should also be treated as part of the sale



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consideration. Therefore, it is not dispute totally the petitioner paid a sum of Rs.18,92,065/-, which is equivalent to 80% of the total sale consideration. If the parties wanted to continue the earlier relationship of landlord and tenant certainly they would have incorporated an express clause in the sale agreement burdening the Vendee to pay the rent till the execution of sale agreement. Both the parties conscious of the fact that substantial sale consideration was paid by petitioner/vendee in favour of respondent/vendor under the agreement and as a necessary consequence, decided not to burden the agreement vendee with the continued payment of rent as per the earlier agreement. The sale agreement was entered into on 07.03.2005 as per the case of the respondent in her eviction petition, the petitioner stopped payment of rent from February-2005. Therefore, it is undisputed fact petitioner has not paid any rent after entering into the agreement. There is no explanation on the part of the respondent why she kept quiet till December-2007 without making any demand for payment of rent. The first legal notice issued by the respondent demanding payment was dated 26.12.2007 (Ex.P4). It is pertinent to note that petitioner herein issued a notice under



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Ex.R1 dated 25.04.2005 mentioning that rental advance of Rs.1,50,000/- was adjusted towards sale consideration payable under said agreement and in the very same notice petitioner also asserted that he was in possession of the petition mentioned property under the agreement in view of payment of substantial sale consideration. In spite of such a stand by petitioner in his notice as early as 25.04.2005, immediately after agreement, the respondent for the reasons best known to her failed to give any reply denying such assertion by the petitioner. The same was admitted by her in her cross examination. The relevant portion of her admission in the cross examination reads as follows:-

“25.4.2005 தேதியில் எதிர் மனுதாரர் வழக்கறிஞர் அறிவிப்பு அனுப்பினார் என்றால் சரிதான். அது Ex.R-1 ஆகும். வழக்கறிஞர் அறிவிப்பில் எதிர்மனுதாரர் வழக்கறிஞர் வாடகை முன்பணமாக ரூபாய் 1,50,000 ஐ ஒப்பந்த பிரதிபலனாக அஸ்ஜஸ் செய்வதற்கு ஒப்புக்கொண்டுள்ளீர்கள் என்று கூறியுள்ளார் என்றால் சரிதான். அதே அறிவிப்பில் எதிர் மனுதாரர் ஒப்பந்தத்தை முன்னிட்டு பெரும் பகுதியான பணத்தை கொடுத்துள்ள காரணத்தினால் அக்கிரிமெண்டின்படி கிரைய உடனடிக்கைதாரர் என்ற முறையில் தான் மனு கட்டிடத்தில் இருப்பதாக கூறியுள்ளார் என்றால் சரிதான். மேற்சொன்ன அறிவிப்பிற்கு எழுத்து



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மூலமாக பதிலளிக்கவில்லை. எதிர்மனுதாரரிடம் வாய்மொழியாக பணத்தை திருப்பி தருகிறேன் என்று சொல்லி அனுப்பினேன். இன்று வரை பணத்தை திருப்பி தரவில்லை என்றால் சரிதான். அதன் பிறகு எதிர் மனுதாரரிடம் வாடகை கேட்டு நோட்டீஸ் அனுப்பினேன்.”

12. A perusal of above said admission by respondent during her cross examination and contents of Ex.R1 would establish inspite of notice issued by petitioner asserting his possession under the agreement, the respondent did not issue any reply notice denying the same. She never demanded payment of rent and asserted continuation of landlord tenant relationship. After waiting for nearly 2 ½ years, the first notice was issued by the respondent only on 26.12.2007 under Ex.P4. Absolutely, there is no explanation on the part of respondent for huge delay in demanding rent inspite of such assertion by petitioner. The failure of the respondent in issuing reply notice to the petitioner's notice under Ex.R1 would lead to inevitable inference that Ex.P4, notice issued after 2 ½ years, is only an after thought. From this conduct of respondent, in her failure to demand rent for more than 2 ½ years from the date of agreement, we can very well come to a



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conclusion that the parties never intended to continue the landlord-tenant relationship after entering into the sale agreement.

13. It is also pertinent to mention that subsequent to issue of notice on 25.04.2005, the petitioner filed a suit for specific performance of the sale agreement in C.S.No.978 of 2005. The said suit was filed in the year 2005 itself and written statement in the suit was filed by respondent only on 31.08.2007 raising a plea that agreement was a security for loan transaction. Thereafter, only on 26.12.2007, the respondent issued notice demanding arrears of rent. It is also seen from the admission of the respondent's husband as PW.1 that immediately after issue of notice under Ex.R1, the petitioner also gave a criminal complaint against the respondent and copy of FIR was marked as Ex.R2. The respondent also admitted he had applied for anticipatory bail. Ex.R3 is the statement made by respondent during enquiry in pursuance of the complaint given by the petitioner wherein she admitted that if petitioner was willing to pay Rs.10,00,000/- as additional consideration, she was willing to convey the property. Therefore, the conduct



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of the respondent in her failure to demand rent for more than 2 ½ years inspite of assertion of the right by the petitioner under the agreement, filing of suit for specific performance etc., would lead to definite inference that the respondent by her conduct acknowledged the extinguishment of earlier relationship of landlord and tenant and substitution of the same by new relationship of Vendor-Vendee created by agreement. In view of the conclusion reached by this Court, the landlord-tenant relationship between the parties got extinguished by subsequent sale agreement between them, there is no jural relationship of landlord and tenant between the parties on the date of filing of rent control eviction petition/fixation of fair rent petition by the respondent. As a necessary consequence, the petitions filed by respondent for eviction and fixation of fair rent were not maintainable in the absence of jural relationship.

14. The learned Senior Counsel for respondent submitted that clause in sale agreement that possession will be delivered only on the date of



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registration of sale deed would indicate continuation of landlord-tenant relationship. The same is not acceptable to this Court. Admittedly, there are other tenants in the building. Therefore, in the sale agreement a clause had been included to the effect that Vendor shall hand over vacant possession of property on the date of registration of sale deed. The words “Vacant Possession” implies vacation of other tenants and delivery of physical possession in respect of other portions of agreement mentioned property over which petitioner has no physical possession. Hence, the said submission of learned Senior Counsel is rejected. The finding reached by the First Appellate Court as if, there was landlord tenant relationship is the result of its failure to take into consideration the implications of Ex.R1 and admissions of respondent's husband as PW.1. Therefore, the same is liable to be set aside and accordingly, the Civil Revision Petitions are allowed by setting aside the fair and decreetal order passed by the Rent Control Appellate Authority.

15. In view of the conclusion reached by this Court that there was no jural relationship, the amount deposited by the petitioner shall not be treated



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as the rent payable by him to the respondent and as a consequence, both the Civil Revision Petitions are allowed. The fair and decreetal orders passed by the Rent Control Appellate Authority are set aside and fair and decreetal orders passed by the Rent Controller stand restored. In the facts and circumstances of the case, there shall be no order as to costs.

10.01.2024

Index : Yes

Speaking order : Yes

Neutral Citation : Yes

dm



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- 1.The (Rent Control Appellate Authority) VIII Judge,
Court of Small Causes at Chennai.
- 2.The XVI Judge, Small Causes Court,
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S.SOUNTHAR, J.

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Pre-delivery order in
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