



C.R.P.(MD)Nos.2042 to 2046 of 2024

WEB COPY BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

RESERVED ON : 29.10.2024

PRONOUNCED ON : 10.12.2024

CORAM

THE HONOURABLE MRS.JUSTICE S.SRIMATHY

C.R.P.(MD)Nos.2042 to 2046 of 2024

and

C.M.P.(MD)Nos.11634, 11635, 11639 to 11641 and 11658 of 2024

C.R.P.(MD)No.2042 of 2024:

B.Selvakumari

... Petitioner

Vs.

Ramanthapuram Vadathisai Hindu Kshatriya
Nadar Uravinmurai Sangam,
Represented by its Secretary,
Nadar Pettai,
Vandikkara Street,
Ramanathapuram.

... Respondent

PRAYER : Civil Revision Petition is filed under Section 25 of Tamilnadu Buildings (Lease and Rent Control) Act, 1960, as amended by Act 1 of 1980, against the fair and executable order, dated 06.12.2023, passed in R.C.A.No.5 of 2014 on the file of Subordinate Court cum Rent Control Appellate Authority, Ramanthapuram, confirming the fair and executable order, dated 11.03.2014,



C.R.P.(MD)Nos.2042 to 2046 of 2024

passed in R.C.O.P.No.2 of 2013 on the file of the District Munsif Court cum Rent Controller, Ramanathapuram.

C.R.P.(MD)No.2043 of 2024:

B.Gopi

... Petitioner

Vs.

Ramanthapuram Vadathisai Hindu Kshatriya
Nadar Uravinmurai Sangam,
Represented by its Secretary,
Nadar Pettai,
Vandikkara Street,
Ramanathapuram.

... Respondent

PRAYER : Civil Revision Petition is filed under Section 25 of Tamilnadu Buildings (Lease and Rent Control) Act, 1960, as amended by Act 1 of 1980, against the fair and executable order, dated 06.12.2023, passed in R.C.A.No.6 of 2014 on the file of Subordinate Court cum Rent Control Appellate Authority, Ramanthapuram, confirming the fair and executable order, dated 11.03.2014, passed in R.C.O.P.No.3 of 2013 on the file of the District Munsif Court cum Rent Controller, Ramanathapuram.

C.R.P.(MD)No.2044 of 2024:

S.Sahul Hameed

... Petitioner

Vs.



C.R.P.(MD)Nos.2042 to 2046 of 2024

Ramanthapuram Vadathisai Hindu Kshatriya
Nadar Uravinmurai Sangam,
Represented by its Secretary,
Nadar Pettai,
Vandikkara Street,
Ramanathapuram.

... Respondent

PRAYER : Civil Revision Petition is filed under Section 25 of Tamilnadu Buildings (Lease and Rent Control) Act, 1960, as amended by Act 1 of 1980, against the fair and executable order, dated 06.12.2023, passed in R.C.A.No.8 of 2014 on the file of Subordinate Court cum Rent Control Appellate Authority, Ramanthapuram, confirming the fair and executable order, dated 11.03.2014, passed in R.C.O.P.No.5 of 2013 on the file of the District Munsif Court cum Rent Controller, Ramanathapuram.

C.R.P.(MD)No.2045 of 2024:

1.T.Ganesan
2.T.Balaji

... Petitioners

Vs.

Ramanthapuram Vadathisai Hindu Kshatriya
Nadar Uravinmurai Sangam,
Represented by its Secretary,
Nadar Pettai,
Vandikkara Street,
Ramanathapuram.

... Respondent



C.R.P.(MD)Nos.2042 to 2046 of 2024

WEB GORN

PRAYER : Civil Revision Petition is filed under Section 25 of Tamilnadu Buildings (Lease and Rent Control) Act, 1960, as amended by Act 1 of 1980, against the fair and executable order, dated 14.02.2024, passed in R.C.A.No.4 of 2014 on the file of Subordinate Court cum Rent Control Appellate Authority, Ramanthapuram, confirming the fair and executable order, dated 11.03.2014, passed in R.C.O.P.No.1 of 2013 on the file of the District Munsif Court cum Rent Controller, Ramanathapuram.

C.R.P.(MD)No.2046 of 2024:

1.A.Asiya Ammal
2.Thangaraj

... Petitioners

Vs.

Ramanthapuram Vadathisai Hindu Kshatriya
Nadar Uravinmurai Sangam,
Represented by its Secretary,
Nadar Pettai,
Vandikkara Street,
Ramanathapuram.

... Respondent

PRAYER : Civil Revision Petition is filed under Section 25 of Tamilnadu Buildings (Lease and Rent Control) Act, 1960, as amended by Act 1 of 1980, against the fair and executable order, dated 14.02.2024, passed in R.C.A.No.7 of 2014 on the file of Subordinate Court cum Rent Control Appellate Authority, Ramanthapuram, confirming the fair and executable order, dated 11.03.2014,



C.R.P.(MD)Nos.2042 to 2046 of 2024

passed in R.C.O.P.No.4 of 2013 on the file of the District Munsif Court cum Rent Controller, Ramanathapuram.

In all cases:

For Petitioners : Mr.J.Barathan
For Respondent : Mr.Issac Mohanlal
Senior Counsel
for Mr.M.Thayumanaswamy

COMMON ORDER

All the civil revision petitions are arising out of the similar facts and hence, all the petitions are heard and a common order is passed.

2.(i) The revision petition in C.R.P.(MD)No.2042 of 2024 is filed by the tenant B.Selvakumari against the fair and executable order dated 06.12.2023 passed in R.C.A.No.5 of 2014 on the file of Sub Court cum Rent Control Appellate Authority, Ramanathapuram, confirming the fair executable order, dated 11.03.2014, passed in R.C.O.P.No.2 of 2013 on the file of the District Munsif Court cum Rent Controller, Ramanathapuram.



WEB COPY

2.(ii) The revision petition in C.R.P.(MD)No.2043 of 2024 is filed by the tenant B.Gopi against the fair and executable order, dated 06.12.2023, passed in R.C.A.No.6 of 2014 on the file of Subordinate Court cum Rent Control Appellate Authority, Ramanthapuram, confirming the fair and executable order, dated 11.03.2014, passed in R.C.O.P.No.3 of 2013 on the file of the District Munsif Court cum Rent Controller, Ramanathapuram.

2(iii). The revision petition in C.R.P.(MD)No.2044 of 2024 is filed by the tenant S.Sahul Hameed against the fair and executable order, dated 06.12.2023, passed in R.C.A.No.8 of 2014 on the file of Subordinate Court cum Rent Control Appellate Authority, Ramanthapuram, confirming the fair and executable order, dated 11.03.2014, passed in R.C.O.P.No.5 of 2013 on the file of the District Munsif Court cum Rent Controller, Ramanathapuram.

2(iv). The revision petition in C.R.P.(MD)No.2045 of 2024 is filed by the tenant T.Ganesan and T.Balaji against the fair and executable order, dated 14.02.2024, passed in R.C.A.No.4 of 2014 on the file of Subordinate Court cum



C.R.P.(MD)Nos.2042 to 2046 of 2024

Rent Control Appellate Authority, Ramanthapuram, confirming the fair and executable order, dated 11.03.2014, passed in R.C.O.P.No.1 of 2013 on the file of the District Munsif Court cum Rent Controller, Ramanathapuram.

2(v). The revision petition in C.R.P.(MD)No.2046 of 2024 is filed by the tenant A.Asiya Ammal and Thangaraj against the fair and executable order, dated 14.02.2024, passed in R.C.A.No.7 of 2014 on the file of Subordinate Court cum Rent Control Appellate Authority, Ramanthapuram, confirming the fair and executable order, dated 11.03.2014, passed in R.C.O.P.No.4 of 2013 on the file of the District Munsif Court cum Rent Controller, Ramanathapuram.

3. The tenants in the R.C.O.P.s, are the revision petitioners herein and the landlord is the respondent herein. The R.C.O.P.s, were filed by the landlord under Section 10(2)(i) and 10(2)(vii) of Tamil Nadu Buildings (Lease and Rent Control) Act, to evict the tenants from the schedule building under the ground of willful default in paying rent.



WEB COPY

4. The brief facts as stated in the R.C.O.P.No.2 of 2013 is that the landlord is a sangam namely, Ramanthapuram Vadathisai Hindu Kshatriya Nadar Uravinmurai Sangam. The suit property is a shop and rent agreement, dated 15.09.2000, was executed wherein the tenant had agreed to pay Rs.360/- per month payable on or before 5th of every succeeding month. Subsequently, the monthly rent was increased to Rs.540/- and the tenant had paid the rent till February 2012. Since the property is located in a prime location, the sangam proposed to increase the monthly rent and convened a meeting with the tenants with a proposal to increase the monthly rent to Rs.2,000/- and subsequently the same was informed to the tenants through registered letter, dated 30.03.2012. But the tenants failed to pay the actual rent of Rs.540/- or the increased rent of Rs. 2,000/- from March 2012. In spite of repeated demands, the tenants failed to pay the same, thereby, committed willful default. Hence, the landlord issued demand notice on 02.10.2012 and the same was refused by the tenant. Further stated that some of the members of the sangam were acting against the interest of the sangam. Taking advantage of the same, the tenants were also acting against the present office bearers or the sangam. It also came to the knowledge of the sangam



that the tenants are creating rent receipts by colluding with the persons who are acting against the sangam. Since there is default in payment of rent, the tenants are liable to be evicted from the petition mentioned property.

5. The tenants had filed counter denying all allegations and averments and stated that the society has its own Bylaws for proper management of properties and affairs of the sangam. The sangam has vast extent of properties and some properties are non-residential buildings and they are let out to the tenants. The petitioners are tenants for non-residential purpose. Some troubles arouse in the management of the affairs of the society and the said troubles could not be resolved, in spite of repeated attempts to resolve. There are certain special class members known as “Muraitharars” and the status is recognized in the Bylaws of the sangam. The said Muraitharars were given special and emergency powers to take up the administration and management of the affairs and the properties of the society in certain recognized circumstances so as to restore the smooth management of the society. In exercise of such extra ordinary and special powers, the said Muraitharars took over the management and are collecting the rents



payable by all tenants. After the Muraitharars had assumed and taken over the management and administration of the society, the executive committee was automatically superseded. Thereafter, none of the members of the executive committee has any power or authority to interfere with the affairs of the society. Therefore, the petition filed by the said executive committee is not maintainable, incompetent, non-est and void. Hence, the petition is liable to be dismissed. Further stated that some of the executive committee members entertained some grudge and ill will against the society and they make repeated attempts to disturb the smooth administration by the Muraitharars. They had threatened some of the tenants not to pay rent to the Muraitharars and forcibly collected rent from some of the tenants and they also represented to the Officer of the Government that they alone should be recognized as office bearers and the status of Muraitharars should not be recognized. The present eviction petitions are one such attempt to threaten the tenants. The tenants are regularly paying the rent to the said Muraitharars. It is false to state that monthly rent was increased to Rs.2,000/- and hence it is false to state that the tenants have committed willful default. These facts would indicate



the said Muraitharars are necessary parties, hence the petitions are bad for non-joinder of necessary parties and prayed to dismiss the petitions.

6. Based on the rival pleadings the Rent Control Authority had framed the following points for consideration:

- I) Whether the payment of rent by the tenants to “Muraitharars” will rescue the tenants from willful default?
- II) Whether the tenants had acted against the interest of the association?”

After considering the rival submissions, the claim of the tenants was rejected and the R.C.O.P.s, were allowed directing the tenants to vacate and hand over possession within a period of two months from the date of the order.

7. Aggrieved over the same, the tenants had preferred an appeal and the appeal was dismissed, confirming the order passed by the Rent Control Authority.



WEB COPY

In the appellate stage, the tenants had filed interlocutory application in I.A.No.4 of 2022 to receive additional documents and the same was also dismissed.

8. Heard Mr.J.Barathan, the Learned Counsel appearing for the revision petitioners/ tenants and Mr.Issac Mohanlal, the Learned Senior Counsel for Mr.M.Thayumanaswamy, appearing for the respondent/landlord and perused the records.

9. The Learned Counsel appearing for the tenants submitted that there are 106 shops belonging to the said sangam. But there is dispute in 65 shops. 11 shops are paying to Executive Committee and 54 shops are paying rent to Muraitharars including the revision petitioners but action was taken against the present revision petitioners alone. The said contention of the tenants was vehemently refuted by the landlord stating that there is no concept called Muraitharars at all and the existing Bylaw recognizes only the Executive Committee and not the Muraitharars. When there is no legal sanctity for the alleged Muraitharars, the tenants claiming that they had paid rent to the



Muraitharars cannot be accepted, consequently the tenants had defaulted in paying the rent to the legally existing management. But the tenants replied that in the year 2006, a new Bylaw was incorporated in the General Body meeting held on 30.07.2006 and it was resolved to bring out the new Bylaw and the same was approved by the General Body through its Resolution No.16. The said amendment was also sent to Registrar of Societies which was approved and the said amended Bylaw enables the descendants of six families namely, K.M.A.Muthumari Nadar, K.K.Muthiah Nadar, P.S.Amirtha Nadar, T.A.L.C.Gurusamy Nadar, M.S.S.Narayana Nadar and N.V.Muthiah Nadar to suo motu take administration of the society, if any misfeasance and malfeasance are reported in the management. But the alleged Bylaw was not produced before the Rent Control Authority as well as the Appellate Authority, for which the Learned Counsel appearing for the tenants submitted since it was only rent control proceedings, the tenants would not be having the copies of the amended Bylaws and hence they could not produce the same. However, the said Muraitharars tried to implead themselves in the proceedings through interlocutory application but the Courts below declined to entertain the said petition. Hence the doors available to



the tenants are shut and the tenants cannot be blamed for the same. Besides the same is violative of principles of natural justice.

10. After hearing the rival submissions on this issue, this Court is of the considered opinion that the tenants will not be in possession of the said amended Bylaw and the resolution of the general body meeting, hence the tenants cannot be expected to produce the same. However, the learned Counsel appearing for the tenants had taken earnest effort to produce the said Bylaw and general body meeting before this Court. But the learned Senior Counsel appearing for the landlord vehemently objected to receive the same as “additional documents” in the revision stage and relied on the judgment rendered in the case of ***R.Sambandhan @ Babu Vs S.Krishnaveni*** reported in **2001 (2) CTC 321**. The relevant portion of the judgment is extracted hereunder:

“21. The learned senior counsel for the respondent has brought to the notice of this Court a decision reported in M/s The Calcutta Chemicals and Limited v.Taiyeb Yusufbhai Vakhria and another, 1999 (III) CTC 202 and would contend that the documents produced as additional evidence cannot be received at the stage of revision. A learned single Judge of this Court, after referring to various judgments, including judgments of this



WEB COPY

High Court on this point, has held in the said decision that the High Court will not be justified in receiving additional evidence while sitting in its revisional jurisdiction. This Court agrees with this decision in the circumstances of this case and held that the petition filed by the revision petitioner for reception of additional documents cannot be entertained by this Court, while sitting in its revisional jurisdiction. Accordingly, the petition in C.M.P.No.92325 of 2000 is dismissed.”

11. On perusing the aforesaid judgment, it is seen that the Learned Single Judge has held that in the present facts and circumstances of the case, the additional documents cannot be accepted. Hence receiving the additional documents depends upon the facts and circumstances of each case and hence the plea of reception of additional documents cannot be straight away rejected. And it ought to be analyzed whether the circumstances necessitate to receive the additional documents. Further, in the present case, an attempt was made to implead the said Muraitharars so that the said Muraitharars can produce the said resolution, amendment of Bylaw and also can clarify whether the tenants were paying rents to the said Muraitharars. Unfortunately, the same was declined and the same would be violative of principles of natural justice. Therefore, this Court is



WEB COPY

of the considered opinion that the reception of additional documents depends upon the facts and circumstances of each case and in the present case the facts necessitate to receive the same.

12. Further this Court is of the considered opinion if there is a dispute in the management, especially, when there are two groups claiming right over the sangam, the tenants cannot be made to suffer due to the said disputes. If the alleged Muraitharars are interfering in the smooth management of the sangam, the said Executive Committee ought to have initiated legal action against the said Muraitharars. Infact the tenants have stated that the Muraitharars are collecting the rent in the counter filed before the Court below, in the grounds of appeal the tenants had disclosed that the Muraitharars consists of six families and the general body meeting was convened on 30.07.2006 and the six families were granted power under Resolution No.6 and the said amendment was incorporated in the Bylaws. But the said Executive Committee had not taken any steps to cancel the alleged resolution, amendment of the said Bylaw and not obtained any injunction order restraining the said Muraitharars from acting as rival management. The



Executive Committee failed to take any legal proceedings against the said Muraitharars, but alleging the tenant alone cannot be accepted.

13. However, the Executive Committee had initiated criminal action against the said Muraitharars especially against Selva Muniyasami and Balaji Karthikeyan as accused 1 and 2 by preferring FIR wherein it was numbered as C.C.No.219 of 2018 on the file of the Judicial Magistrate No.1, Ramanathapuram. The said accused had preferred quash petition in CrI.O.P.(MD)No.15034 of 2022 and vide order dated 14.03.2024 the Hon'ble Court had disposed the same wherein it was held "without going into the merits of the case permitted the accused to file protest petition before the Trial Court at appropriate time" and disposed the said quash petition. Apart from the above criminal prosecution, the sangam has not preferred any litigation to quash the alleged Resolution No.16 and amendment.

14. In fact, learned Senior Counsel appearing for the respondent sangam submitted that the said Muraitharars are unknown to the Bylaws framed by the original society and such concept of Muraitharars is unknown to any law or



customary practice. If it is so, the society ought to have initiated action against the six families who are claiming as Muraitharars and restrained them from acting as Muraitharars. Even in the petition filed by the sangam, the sangam has stated that the tenants are creating receipts by colluding with the persons, who are acting against the association, which means that the sangam is aware of the certain persons who are acting against the sangam. But has not prevented the said six families from claiming the power and right as Muraitharars. As on date there is no injunction order against the said Muraitharars. Hence the Executive Committee cannot blame the tenants.

15. At this juncture, it was pointed out by the learned Senior Counsel appearing for the sangam that among the five tenants, one of the tenants namely, B.Gopi belongs to the same Nadar community and he has claimed himself to be a member of one of the six families, claiming as Muraitharars. This fact is not denied by the said Gopi. Hence the said Gopi by claiming himself as Muraitharar has created a situation that he a tenant under Muraitharar and he is paying the rent to the Muraitharar. In short, the Gopi is paying rent to himself, which is absurd



and therefore no relief can be granted to the said B.Gopi. It is pertinent to state that except the said B.Gopi, the other tenants are belonging to different communities/ religion.

16. As far as other tenants are concerned, this Court tried to settle the issue amicably between the parties. At this juncture the Learned Counsel appearing for the tenants submitted that the rent paid for all these years would be collected from the said Muraitharars and pay back to the respondent. And further submitted even though the said amount is paid to the Muraitharars, the said Muraitharars had maintained accounts for the said payment and further deposited the said amount in bank fixed deposit, hence the said amount is available with accrued bank interest. The respondent also accepted the said offer. Hence this Court directed the parties to submit their terms of compromise. Both had circulated the terms of compromise but disagreed to certain terms of agreement.

17. On perusing the said compromise the landlord had sought arrears of rent from the revision petitioners. As per the contention of the landlord the tenants are



occupying the shop from the year of 2000 at Rs.360/- per month. Thereafter rent was increased to Rs.540/- and the same was paid by the tenants without default until 2012. Thereafter there was increase in rent to Rs.2000/- and the dispute arose between the parties and there was default in paying the rent. Hence there is arrears of rent from 2012 onwards. This Court is of the considered opinion if the rent is increased every five years the same would meet the end of justice. Therefore from 2013 to 2017 the rent is fixed at Rs.750/- per month. Then from 2018 to 2022 the rent is fixed at Rs.1000/-. Then for the years 2023 and 2024 the rent is fixed as Rs.1,300/-. Thereafter, the rent for the period from 2025 onwards the parties are directed to renew the agreement as per Bylaw and prevailing practice. Each revision petitioner shall calculate the arrears as stated supra and pay the same to the respondent landlord. If need be, the landlord may grant installments in paying the arrears.

18. Therefore, based on the above observations and offer submitted by either party the following orders are passed:



C.R.P.(MD)Nos.2042 to 2046 of 2024

WEB COPY

i. The revision petitioner in C.R.P.(MD)No.2043 of 2024 namely B.Gopi is directed to handover the possession of the said premises to the respondent within a period of one week. Also directed to receive back the rent amounts already paid by him to the said Muraitharars all these years and pay the same to the respondent along with the bank accrued interest. Hence the impugned order of eviction is confirmed as far as B.Gopi is concerned.

ii. The other revision petitioners are directed to receive back all the rent amounts paid by them to the said Muraitharars all these years and pay the same to the respondent along with the bank accrued interest.

iii. Each revision petitioner shall calculate the arrears as stated supra and pay the same to the respondent. Also, the tenants may seek installments in paying the arrears.



C.R.P.(MD)Nos.2042 to 2046 of 2024

WEB COPY

iv. Thereafter, the rent for the period from 2025 onwards the said four revision petitioners and the respondent are directed to renew the agreement as per Bylaw and practice prevailing thereunder.

19. With the above observations and directions, the civil revision petitions in C.R.P.(MD)Nos.2042, 2044 to 2046 of 2024 are disposed of with a direction to the petitioners pay the rent and arrears by collecting it from Muraitharars and further, renewal of agreement. The C.R.P.(MD)No.2043 of 2024 is dismissed confirming the eviction order, but the petitioner I sliable to pay the rent and arrears by collecting it from Muraitharars as stated supra. No costs. Consequently, connected miscellaneous petitions are closed.

10.12.2024

NCC : Yes / No
Index : Yes / No
Internet : Yes

Tmg



C.R.P.(MD)Nos.2042 to 2046 of 2024

WEB COPY

To

1. Sub Court cum Rent Control Appellate Authority,
Ramanathapuram.
2. District Munsif Court cum Rent Controller,
Ramanathapuram.
3. The Section Officer,
Vernacular Record Section,
Madurai Bench of Madras High Court,
Madurai.



WEB COPY



C.R.P.(MD)Nos.2042 to 2046 of 2024

S.SRIMATHY, J.

Tmg

C.R.P.(MD)Nos.2042 to 2046 of 2024

10.12.2024