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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 19.10.2024

CORAM

THE HON'BLE MRS.JUSTICE S.SRIMATHY

C.R.P(MD)No.2522 of 2024
and
C.M.P(MD)No.14491 of 2024

S.Arunachalam

...Petitioner

Vs.

V.Muralikirishnan

... Respondents

PRAYER: Civil Revision Petition is filed under Article 226 of the Constitution of India to set aside the impugned Judgment and Decree in RTA No.09/2023, dated 15.04.2024 on the file of the Rent Control Appellant Authority/VI Additional District Court, Madurai, by confirming the Judgment and Decree of the Learned Principal Rent Controller/Principal District Munsif, Madurai, in R.L.T.O.P No.42 of 2022, dated 04.03.2023.

For Petitioners : Mr.R.Santhanam

For Respondent : Mr.R.V.Rajkumar

ORDER

This Civil Revision Petition is filed to set aside the impugned Judgment and Decree dated 15.04.2024 passed in RTA No.09/2023, on the file of the Rent Control Appellant Authority/VI Additional District Court, Madurai,



which had confirmed the Judgment and Decree of the Learned Principal Rent Controller/Principal District Munsif, Madurai, in R.L.T.O.P No.42 of 2022, dated 04.03.2023.

2. The revision petitioner herein is a tenant and the respondent herein is a landlord. The landlord is having several shops. Two shops were let to the revision petitioner based on the agreement from 30.11.2000. The tenant has paid Rs.3,75,000/- as advance and in terms of agreement it is agreed that if there is any default in paying rent, the same would be deducted from the advance amount. Until 2017, the rent was fixed as Rs.8,000/- which is inclusive of maintenance amount. Electricity charges would be paid separately. Since there was default in paying the rent and also the tenant had misused the premises, the landlord had filed the petition to evict the tenant. The petition was allowed on default of payment of rent but the ground of misuse was rejected. Aggrieved over the same the tenant had filed appeal and the same was dismissed. Hence the present CRP is filed by the tenant.

3. The contention of the tenant is that the landlord had failed to execute and register the lease deed which is mandated under Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act 2017.



Hence the landlord cannot evict the tenant. It is seen that the said Act had stated that the landlord and the tenant are mandated to execute and register the lease agreement. But the contention of the tenant is that in reality, the tenant cannot demand for such execution and registration of the lease agreement. If demanded the landlord would evict the tenant immediately. This Court is of the considered opinion that the tenant cannot take advantage of not registering of lease agreement and hence the said ground is rejected.

4. The landlord had filed petition to evict the tenant on the ground that the tenant had misused the shop, but the said ground is rightly rejected by the Tribunal.

5. The next ground raised by the landlord is that the tenant had defaulted in paying the rent. In order to consider the same this Court analysed the documents and evidence. Both the landlord and tenant had admitted that initially the advance amount was Rs.3,75,000/- but subsequently an additional amount of Rs.75,000/- was paid. Hence an advance amount of Rs.4,50,000/- is available.



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6. According to the landlord there was default from January 2013 onwards but the same was disputed by the tenant. But the tenant had admitted that there was default during COVID-2019 period and subsequent periods.

7. On perusal of documents and evidence it is seen that initially the rent was fixed at Rs.8,000/-. It is seen even though the landlord had increased rent the tenant was paying rent only Rs.8,000/- until January 2022. Hence it is the contention of the landlord that there are arrears of rent since the increased rent is not paid by the tenant. In order to consider this the parties were directed to submit calculation memo and both the landlord and the tenant had filed calculation memo before this Court indicating arrears of rent.

8. In the calculation memo the tenant had stated that the increased rent from February 2022 per shop is Rs.5,000/- and the maintenance amount is Rs.1,720/- totally the tenant is liable to pay Rs.6,720/- per shop. The tenant is having two shops and hence he is liable to pay Rs.13540/-. According to the tenant he is liable to pay Rs.1,48,940/- for the period from February 2022 to December 2022 at the rate of Rs.13,540/- per month. Then from January 2023 to December 2023 the tenant is liable to pay Rs.1,62,480/-, but from April 2023 the basic amenities were disconnected hence he is not liable to pay the



maintenance amount for 8 months. After deducting the same the tenant is liable to pay Rs.1,34,940/-. Thereafter, from January 2024 to September 2024 the tenant is liable to pay Rs.90,000/- without maintenance amount.

9. The above calculation memo is disputed by the landlord and submitted that the tenant is at default from 2013 onwards. Hence the rent of Rs. 8,000/- is calculated from January 2013 to December 2016 for 48 months it comes to Rs.3,84,000/-. After deducting from the advance amount of Rs. 3,75,000 the tenant is liable to pay Rs.9000/-. After 17 years the rent was increased as Rs.20,160/- and hence the tenant is liable to pay Rs.20,160/- from January 2017 to February 2022 for 62 months is Rs.12,49,920/- and the EB charge Rs.46,380/-. And further from March 2022 to October 2024 for 33 months Rs.6,65,280/-. And totally the tenant is liable to pay Rs.19,61,580/- [Rs. 12,49,920/- + Rs.6,65,280/- + Rs.46,380/-].

10. Even though there was written lease agreement from 30.11.2000, subsequently there is no written agreement for increased rent. Generally, the tenant is liable to pay increased rent and the increase may be 15% for every two years or three years. Therefore, this Court is of the considered opinion that the tenant had defaulted in paying rent, the tenant has



no ground at all and hence this Court is not inclined to entertain this Civil Revision Petition and the tenant is liable to be evicted.

11. Since it is a commercial place, the landlord ought to grant sufficient time to the tenant for vacating the premises. Therefore, the tenant is directed to vacate the premises and handed over the same to the landlord on or before 31.03.2025. However, the tenant is liable to pay rent for the period from November 2024 onwards at new rent of Rs.18,000/- per month until he vacates the premises. The tenant is liable to pay arrears of rent of Rs.8,00,000/-. If there is any default in payment, the landlord is at liberty to proceed with the EP for the new rent fixed by this Court.

12. With the above observations, this Civil Revision Petition is disposed of. No Costs. Consequently, connected miscellaneous petition is closed.

19.10.2024

NCC : Yes / No
Index : Yes / No
Internet : Yes / No
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- To
1. The VI Additional District Court, Madurai.
 2. The Principal Rent Controller/Principal District Munsif,
Madurai.
 3. The Section Officer,
Vernacular Section,
Madurai Bench of Madras High Court,
Madurai.



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S.SRIMATHY, J.

KSA

Order made in
C.R.P(MD)No.2522 of 2024

19.10.2024