



C.R.P.(MD)No.2080 of 2024

WEB COPY

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 18.10.2024

CORAM

THE HONOURABLE MRS.JUSTICE S.SRIMATHY

C.R.P.(MD)No.2080 of 2024

and

C.M.P.(MD)No.11853 of 2024

Ganesa Nadar

... Petitioner

Vs.

1.K.S.Shyam Babu

2.G.Manikandan

... Respondents

PRAYER : Civil Revision Petition is filed under Section 115 of C.P.C., against the order, dated 19.06.2024, passed in E.P.No.78 of 2023 in R.L.T.O.P.No. 125 of 2020 on the file of the I Additional District Munsif Court, Madurai Town.

For Petitioner : Mr. Kumar
For M.Shakulhameed
For R1 : Mr.A.R.Sethupathy



C.R.P.(MD)No.2080 of 2024

WEB COPY

ORDER

The present civil revision petition is filed against the order, dated 19.06.2024, passed in E.P.No.78 of 2023 in R.L.T.O.P.No.125 of 2020 on the file of the I Additional District Munsif Court, Madurai Town.

2. The revision petitioner is the tenant. The first respondent is the owner of the property. The second respondent is also a tenant and son of the revision petitioner.

3. The R.L.T.O.P.No.125 of 2020 was filed to evict the tenant under the ground of default in payment of rent and the said petition was allowed. Thereafter the Landlord had preferred E.P.No.78 of 2023 to execute the judgment. The present revision petitioner has preferred an appeal in an unnumbered appeal in R.T.A.No. ____ of 2023 along with condone delay application in I.A.No.1353 of 2023 to condone the delay of 234 days. In the meanwhile, delivery was ordered in



C.R.P.(MD)No.2080 of 2024

WEB COPY

the execution proceedings. Against the order of delivery, the present civil revision petition is preferred.

4. The contention of the revision petitioner is that he had taken the premises for lease under oral agreement by paying an amount of Rs.3,00,000/- as refundable amount. But the contention of the landlord is that an oral rental agreement was entered into between the landlord and the second respondent, who is the son of the revision petitioner, and he paid Rs. 50,000/- as advance and fixed the monthly rent as Rs.4,250/-. The rental agreement was entered from May 2018. However, there is a default in payment of rent. Hence, the R.L.T.O.P.No.125 of 2020 was filed for vacating the tenant.

5. The Learned Counsel appearing for the revision petitioner vehemently contended that the second respondent son has left the family long ago. Therefore, there cannot be any rental agreement between the first respondent and the second respondent.



WEB COPY

6. The issue between the revision petitioner and the landlord is whether it is a lease agreement or rental agreement. There is no consensus in the contract between the landlord and tenant, since the revision petitioner claims it is oral lease agreement and the landlord claims it is oral rental agreement. When there is no consensus in the contract, then the tenant ought to be evicted. Therefore, this Court is of the considered opinion that the revision petitioner, being a tenant, is bound to vacate the premises when the landlord is seeking the premises.

7. As far as the advance amount is concerned, according to the landlord, it is a rental agreement wherein an advance of Rs.50,000/- was paid and the rent is Rs.4,250/- and there is default in paying the rent. But according to the revision petitioner Rs.3,00,000/- was paid as refundable amount for the lease agreement. Therefore, the question to be considered is whether the landlord ought to refund Rs.50,000/- or Rs.3,00,000/-. Therefore, the case is remitted back to Additional District Munsif Court, Madurai Town to answer the issue whether the advance amount that should be returned by the landlord is Rs.50,000/- or Rs.3,00,000/-.



C.R.P.(MD)No.2080 of 2024

WEB COPY

8. Based on the aforesaid discussion and observations, the revision petitioner / tenant is directed to vacate the premises on or before 31.01.2025. The Additional District Munsif Court, Madurai Town, also directed to answer the question and complete the proceedings in R.L.T.O.P.No.125 of 2020 on or before 31-01-2025.

9. The Learned Counsel appearing for the revision petitioner prayed until the completion of the remand the tenant may be allowed to stay in the premises. This Court is of the considered opinion that since both the issues are separate and independent to each other there cannot be any direction that on completion of proceedings, the tenant shall be vacated. In other words, whether the RLTOP is completed or not, the tenant is bound to vacate on or before 31.01.2025. Both the parties shall cooperate as per the above directions.

10. The challenge in the present revision petition is delivery of possession. Thus, the impugned order is kept in abeyance until 31.01.2025. If the tenant fail to



C.R.P.(MD)No.2080 of 2024

WEB COPY

vacate within 31.01.2025, then the landlord is at liberty to proceed further as per the order of delivery.

11. With the above said observations, the civil revision petition is disposed of. No costs. Consequently, connected miscellaneous petition is closed.

18.10.2024

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

Tmg

Note: Issue order copy on 23.10.2024.



C.R.P.(MD)No.2080 of 2024

WEB COPY

To

- 1.I Additional District Munsif Court,
Madurai Town.
- 2.Additional District Munsif Court,
Madurai Town.
- 3.The Section Officer,
Vernacular Records Section,
Madurai Bench of Madras High Court,
Madurai.



WEB COPY



C.R.P.(MD)No.2080 of 2024

S.SRIMATHY, J.

Tmg

C.R.P.(MD)No.2080 of 2024

18.10.2024