



C.R.P.(MD)No.2002 of 2022

WEB COPY

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 24.10.2024

CORAM

THE HONOURABLE MRS.JUSTICE S.SRIMATHY

C.R.P.(MD)No.2002 of 2022

and

C.M.P.(MD)No.9188 of 2022

Subramanian

Vs.

... Petitioner

1.The Idol of A/M.Mariyamman Temple,
represented by its Executive Officer,
No.2, Kariyamanickam Village,
Maannachanallur Taluk,
Trichy District.

2.Senthilkumar,
represented by its Trustee of Arulmigu
Mariyamman Temple,
No.2, Kariyamanickam Village,
Maannachanallur Taluk,
Trichy District.

... Respondents

(Respondent No.2 is impleaded as per the order of
this Court, dated 30.08.2024, made in CMP(MD)No.
11798 of 2024 in CRP(MD)No.2002 of 2022)



C.R.P.(MD)No.2002 of 2022

WEB COPY

PRAYER : Civil Revision Petition is filed under Section 115 of C.P.C., against the order, dated 05.08.2022, passed in E.P.No.172 of 2019 in P.No.250 of 2016 on the file of the Revenue Court, Lalgudi.

For Petitioner : Mr.T.Vadivelan
For R1 : Mr.C.Gunaseela Rupan
For R2 : Party in Person appeared

ORDER

The present civil revision petition is filed by the cultivating tenant against the order, dated 05.08.2022, passed in E.P.No.172 of 2019 in P.No.250 of 2016 on the file of the Revenue Court, Lalgudi.

2. The land in question belongs to Arulmigu Mariyamman Temple. The Petition No.250 of 2016 was filed by the landlord temple represented by the Executive Officer to evict the revision petitioner, since there is a default in paying the rent / lease amount to the temple. Admittedly, the revision petitioner is a cultivating tenant under the temple as per the records. The revision petitioner is in possession of the land situated in S.F.No.199/1 to the extent of 6 cents and



C.R.P.(MD)No.2002 of 2022

WEB COPY

S.F.No.200/1 to the tune of 44 cents, totally 50 cents. According to the agreement between the parties, the revision petitioner ought to pay 2 kalams per year. One kalam is Rs.800/- and two kalams is Rs.1,600/- per year.

3. This Court vide order dated 30.09.2024 had recorded the arrears amount as Rs.1,06,000/- and the revision petitioner was directed to pay the same in two instalments. The revision petitioner had paid Rs.56,000/- to the respondent counsel herein vide demand draft in D.D.No.540081, dated 15.10.2024. The revision petitioner has filed the photo copy of the demand draft before this Court. The landlord is directed to accept the demand draft.

4. According to the respondent herein the revision petitioner is liable to pay the increased rent and as per records the revision petitioner is liable to pay Rs. 1,21,205/-. But there was a dispute between the parties for the increased rent and as per old rate the revision petitioner is liable to pay Rs.1,06,000/- alone. Further the temple had not issued any notice for increase of rent and no written agreement was executed for the increased rent. Therefore, the revision petitioner is not liable



C.R.P.(MD)No.2002 of 2022

WEB COPY

to pay the increased rent. Based on the order of this Court the revision petitioner had already paid Rs.56,000/-, the balance of Rs.50,000/- shall be paid on or before 31.01.2025.

5. Further, this Court is directing the landlord to execute a fresh lease agreement with the tenant for the subsequent periods. However, it is made clear that the petitioner is entitled to extension of lease agreement to the land situated in S.F.Nos.199/1 and 200/1 only to the extent of 50 cents alone. Since the revision petitioner had encroached the land in S.F.No.199/4, the temple is entitled to recover the possession of the land in S.F.No.199/4. However, the revision petitioner had cultivated the land and he would complete the cultivation during the month of January. Therefore, the revision petitioner is directed to hand over the possession of land situated in S.F.No.199/4 on or before 31.01.2025. If there is any default in handing over, the revision petitioner is not entitled to extension of lease for S.F.Nos.199/1 and 200/1 also.



C.R.P.(MD)No.2002 of 2022

WEB COPY

6. In the fresh lease agreement all the relevant clauses may be incorporated including exemption clause whenever there are natural calamities. Fresh lease agreement may be entered into for the period from 01.07.2025 to 30.06.2026 and extension may be executed for every year.

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

24.10.2024

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

Tmg

To

1.Revenue Court, Lalgudi.

2.The Section Officer,
Vernacular Records Section,
Madurai Bench of Madras High Court,
Madurai.



WEB COPY



C.R.P.(MD)No.2002 of 2022

S.SRIMATHY, J.

Tmg

C.R.P.(MD)No.2002 of 2022

24.10.2024