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S.A.(MD)Nos.564 of 2019, 354 of 2021 and C.R.P.(MD)No.2314 of 2019

THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: **13.03.2024**

CORAM:

THE HONOURABLE **MRS.JUSTICE S.SRIMATHY**

S.A.(MD)Nos.564 of 2019 and 354 of 2021

and

C.R.P.(MD)No.2314 of 2019

and

C.M.P.(MD)Nos.11357 of 2019 and 1514 of 2024

S.A.(MD)No.564 of 2019:

S.Asokan

... Appellant

/Vs./

1.Maninagaram Kshathriya Hindu
Nadars Uravinmurai Pothu Mahamai
at Aruppukottai Town,
Virudhunagar District,
through its President.

2. Maninagaram Kshathriya Hindu
Nadars Uravinmurai Pothu Mahamai
at Aruppukottai Town,
Virudhunagar District,
through its Secretary.

(Respondents for themselves and in the state of
representative of Maninagaram Kshathriya
Hindu Nadar Uravinmurai Pothu Mahamai)

...Respondents

PRAYER: Second Appeal filed under Section 100 of the Civil Procedure Code,
against the Judgment and Decree dated 19.09.2019 passed in A.S.No.28 of 2017
on the file of the Subordinate Court, Aruppukottai, confirming the Judgment and



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Decree dated 23.10.2017 passed in O.S.No.114 of 2005 on the file of the Principal District Munsif Court, Arupukottai.

S.A.(MD)No.354 of 2021:

S.Asokan

... Appellant

/Vs./

1.Maninagaram Kshathriya Hindu
Nadars Uravinmurai Pothu Mahamai
at Aruppukottai Town,
Virudhunagar District,
through its President.

2. Maninagaram Kshathriya Hindu
Nadars Uravinmurai Pothu Mahamai
at Aruppukottai Town,
Virudhunagar District,
through its Secretary.

3.Maninagaram Kshathriya Hindu
Nadars Uravinmurai Pothu Mahamai
at Aruppukottai Town,
Virudhunagar District,
through its Cashier.

(Respondents for themselves and in the state of
representative of Maninagaram Kshathriya
Hindu Nadar Uravinmurai Pothu Mahamai)

...Respondents

PRAYER: Second Appeal filed under Section 100 of the Civil Procedure Code, against the Judgment and Decree dated 19.09.2019 passed in A.S.No.29 of 2017 on the file of the Subordinate Court, Aruppukottai, confirming the Judgment and Decree dated 23.10.2017 passed in O.S.No.169 of 2004 on the file of the Principal District Munsif Court, Arupukottai.



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C.R.P.(MD)No.2314 of 2019:

S.Asokan

... Petitioner

/Vs./

1.Maninagaram Kshathriya Hindu
Nadars Uravinmurai Pothu Mahamai
at Aruppukottai Town,
Virudhunagar District,
through its President.

2. Maninagaram Kshathriya Hindu
Nadars Uravinmurai Pothu Mahamai
at Aruppukottai Town,
Virudhunagar District,
through its Secretary.

(Respondents for themselves and in the state of
representative of Maninagaram Kshathriya
Hindu Nadar Uravinmurai Pothu Mahamai)

...Respondents

PRAYER: Civil Revision Petition filed under Article 227 of Constitution of India, against the Fair and Decreetal Order dated 19.09.2019 passed in C.M.A.No.5 of 2017 on the file of the Subordinate Court, Aruppukottai, confirming the Decree and Judgment dated 23.10.2017 passed in C.T.O.P.No.1 of 2005 on the file of the Principal District Munsif Court, Arupukottai.

For Appellant in the Second
Appeals and Petitioner in
Civil Revision Petition

: Mr.B.Rajesh Saravanan

For Respondents in the Second

Appeals and in Civil Revision Petition : Mr.S.C.Herold Singh



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COMMON JUDGMENT

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Both the second appeals and the civil revision petition arise out from the common judgment passed in the first appeals and hence, both the second appeals and the civil revision petition are taken together and a common judgment is passed.

2.(i) The Second Appeal in S.A.(MD)No.564 of 2019 is filed Judgment and Decree dated 19.09.2019 passed in A.S.No.28 of 2017 on the file of the Learned Sub Judge Court, Aruppukottai, confirming the Judgment and Decree dated 23.10.2017 passed in O.S.No.114 of 2005 on the file of the Principal District Munsif Court, Arupukottai. The suit in O.S.No.114 of 2005 is filed by respondents herein (hereinafter referred as landlord) for removal of the superstructure and to hand over the possession of the vacant land to the landlord and the suit was decreed by the Trial Court in favour of the landlord. Aggrieved over the same, the defendant in the suit namely Asokan (hereinafter referred as lessee) had filed first appeal in A.S.No.28 of 2017, on the file of the Learned Sub Court, Arupukottai, wherein the judgement of the Trial Court was confirmed and thereby dismissed the first appeal. Aggrieved over, the present second appeal in S.A.(MD).No.564 of 2019 has been filed by the said defendant lessee.



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2.(ii) The Second Appeal in S.A.(MD)No.354 of 2021 is filed against the Judgment and Decree dated 19.09.2019 passed in A.S.No.29 of 2017 on the file of the Learned Sub Judge Court, Aruppukottai, confirming the Judgment and Decree dated 23.10.2017 passed in O.S.No.169 of 2004 on the file of the Principal District Munsif Court, Arupukottai. The suit in O.S.No.169 of 2004 was filed by the lessee for declaration to declare that after the demise of lessee's father the said lessee is the tenant for rent for the ground alone and injunction restraining the landlord from interfering in carrying repair works in the superstructure in respect of the same property and the said suit was dismissed by the Trial Court. Aggrieved by the same, the lessee had filed first appeal in A.S.No.29 of 2017 and the same was dismissed confirming the judgment of the Trial Court. Aggrieved over the same the present second appeal in S.A.(MD)No.354 of 2021 has been filed by the lessee.

2.(iii) The Civil Revision Petition C.R.P.(MD)No.2314 of 2019 is filed against the Fair and Decreetal Order dated 19.09.2019 passed in C.M.A.No.5 of 2017 on the file of the Learned Sub Court, Aruppukottai, confirming the Judgment and Decree dated 23.10.2017 passed in C.T.O.P.No.1 of 2005 on the file of the Principal District Munsif Court, Arupukottai. The C.T.O.P.No.1 of 2005 is filed by the lessee under section 9 of the City Tenants Protection Act to direct the landlord to sell the suit property to the said lessee for the value fixed by the Court



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and the said petition was dismissed. Aggrieved over the lessee had preferred C.M.A.No.5 of 2017 and the same was dismissed confirming the Fair and Decretal order of the Trial Court. Aggrieved over the same the present C.R.P. (MD).No.2314 of 2019 has been filed.

3.(i) The brief facts as stated by the landlord in the plaint filed in O.S.No.114/2005 is that the landlord is a Trust having more than 500 members, the suit is filed in representative capacity. The landlord is the owner of the suit property and the property is situated in a prime location in Aruppukottai Town. The landlord had let the property for tenancy by fixing rent for the ground to the father of the lessee on 27.01.1965 for running rice mill, oil mill etc. and had paid advance of Rs.210/- and monthly rent of Rs.35/- only. The oral agreement was subsequently reduced into writing on 16.02.1966 and the same is unregistered. In the said agreement it was agreed that leaving 19*105 feet, superstructure shall be constructed and on the completion of the lease period the superstructure shall be removed. But violating the said condition the superstructure was constructed including the said area of 19*105 feet also. Based on the oral extension period in the year 1975,1984,1987 the lessee's father was in possession of the property by paying rent for the ground alone until 05.11.1997. While that being so, the lessee had filed O.S.No.160 of 1998 for a direction not to evict the lessee without following due process of law and in the suit it was averred that after the demise of



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the lessee's father there was partition in their family and the lessee Asokan was allotted the property to run the mil by paying ground rent to the landlord and the said suit was dismissed on 11.07.2001 by holding that the landlord has right to evict the lessee as per law. The lessee had paid the ground rent of Rs.1372 on 16.07.2002, thereafter had not paid any rent to the landlord. Since the property is located in prime location the landlord would be fetching more income from the property and hence the landlord had decided to construct Kalyana Mandapam and other new structures to increase the income of the Trust. However the lessee had filed suit in O.S.No.164 of 2004 and the same was pending. Further the lessee had initiated several litigation against the landlord thereby trying to retain the property belonging to the landlord. The landlord had initiated R.C.O.P.No.4 of 2002, but as per legal opinion the relief of eviction from ground alone would be available and as far as the superstructure the said eviction proceedings would not give any relief. Hence the said RCOP was withdrawn with liberty and the suit for eviction and to remove the superstructure was filed by the landlord.

3.(ii) In the written statement filed by the lessee in O.S.No.114 of 2005 almost the same plea that are raised in O.S.No.164 of 2004 are stated. Apart from the said pleas, the other pleas are that the suit is hit by Res-Judicata since in O.S.No.160 of 1998 the dispute between parties was ended in favour of the lessee and against the landlord. The plea that the landlord is intended to put up Kalyana



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Mandapam is denied, since already there are Kalyana Mandapam in the name of the Trust. From the withdrawal of the RCOP it is evident that the landlord is trying to interfere the peaceful possession of the lessee. The suit is liable to be dismissed in-limine for non-issuance of a Section 11 notice under the Tamil Nadu City Tenants Protection Act, since the landlord has given the ground for lease, then the said notice under section 11 ought to be issued. Further the lessee is continuously in possession of the suit property as lessee, then he is entitled to the protection under section 9 of the Act, hence the lessee had filed C.T.O.P.No.1 of 2005 along with the suit to sell the property to the lessee. Hence the said lessee prayed to allow the suit and the petition.

4.(i) The lessee had filed suit in O.S.No.164 of 2004 wherein it is stated that land belongs to the landlord, but the superstructure was put up by the father of lessee Asokan. The landlord is not a registered Trust, hence the suit is filed in representative capacity. From 27.01.1965 the lessee's father was tenant in the disputed place by paying rent to the ground alone and was running rice mill and oil mill. After his demise on 05.11.1997 the said lessee Asokan is running the same by paying increased rent of Rs.1372/- until the suit. After the demise of the father there was registered partition dated 09.02.1998, wherein the mill was allotted to the said lessee Asokan under schedule "C" item 5. However the landlord had threaten the lessee on 31.05.1998 to vacate the premises, hence



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O.S.No.160 of 1998 was filed and the same ended in favour of the lessee and the landlord had not preferred any appeal. In the meanwhile due to rain the place meant for drying the paddy was inundated and damaged the place, hence the lessee tried to repair the same on 16.07.2002, but the landlord with group of people restrained to carry the repair, installed a board stating that RCOP was filed to evict him, thereby disturbed the peaceful possession of the lessee. Further the plea of the landlord that they have intention to construct Kalyana Mandapam is denied. Hence the suit for declaration and injunction.

4.(ii) In the written statement filed by landlord almost the same plea raised in O.S.No.114 of 2005 is stated. Apart from the said pleas, the other pleas are that, the said landlord had denied that the O.S.No.160 of 1998 was ended in favour of the lessee. In the said suit the Court had rejected the plea of the lessee that the landlord is liable to pay Rs.10,000/- and further held that the landlord is at liberty to evict the lessee as per law. In O.S.No.160 of 1998 already the Court had held that the lessee is tenant and hence the prayer of declaration in the present suit in O.S.No.164 of 2004 is hit by principles of Res Judicata. It is further stated that the vacant land owner / ground owner had every right to reclaim the land and the owner of the superstructure cannot deny the same. When the tenancy with the father of Asokan came to an end in the year 1987, the landlord suggested to extend for a further period but the father stated that the family members are



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greedy and non-cooperative, hence he intended to vacate the premises and refused to extend the tenancy agreement. Further the lessee with an intention to grab the land had effected name transfer in the property tax in the Municipal records and the landlord had taken effective steps to reverse the same. Further under the guise of interim order to carry on the repairs works, the lessee had carried on further new construction in the suit property. Hence the landlord prayed to dismiss the suit in O.S.No.169 of 2004.

5. The averments in C.T.O.P.1 of 2005 filed by the lessee is that his father, Sangaralinga Nadar had taken lease of the suit vacant site long back from the landlord. And as a lessee, the lessee's father had constructed superstructures with his own funds and the lessee Asokan was paying rent as agreed. But landlord refused to accept the rent and demanded to return the property, hence the said the lessee had deposited the rent in court. After the demise of the father the lessee was allotted the rice mill and oil mill through the registered partition deed. There is no wilful default, but the landlord fraudulently attempted to take forcible possession of the suit's vacant site, prompting to file the suit. But the contention of the landlord is that the lessee had failed to pay the rent thereby violated the lease agreement, further had put up construction over the entire property instead of the agreed area and hence the lessee is not entitled to protection under the Tamil Nadu City Tenants Protection Act. Hence prayed to dismiss the CTOP.



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6. The suit O.S.No.114/2005 filed by the landlord was allowed, but the suit O.S.No.169/2004 and C.T.O.P.No.1/2005 filed by the lessee were dismissed. Hence the lessee had filed the A.S.No.28/2017 against the O.S.No. 114/2005 and filed A.S. No.29/2017 against the O.S.No.169/2004. Also filed C.M.A.No.5/2017 against the C.T.O.P.No.1/2005. Both the appeals and the CMA was dismissed. Hence two second appeals and Civil Revision Petition are filed before this Court and they are taken up together and the present common judgement is passed.

7. The second appeal in S.A.(MD)No.354 of 2021 is tagged along with S.A.(MD)No.564 of 2019. And the second appeal in S.A.(MD)No.564 of 2019 is admitted on the following substantial questions of law:-

“(i) Whether giving 15 days notice under Section 106 of Transfer of Property Act by the Plaintiff is legally valid when admittedly, the defendants is running a Rice Mill (Manufacturing) at the suit property?

(ii) Whether putting entire burden of proof on the defendant by the Lower Court is perverse?

(iii) Whether finding of Lower Appellate Court that giving notice under Section 11 of the Madras City Tenants Protection Act, 1921 is not necessary as the plaintiff gave notice under Section 106 of Transfer off Property Act is correct in the circumstance of this case?



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(iv) *Whether the dismissal of appeal by the First Appellate Court is perverse as it had not discussed and considered the facts and prayer of this suit by a common judgment?*

(v) *Whether the finding of previous suit between the same parties binds them in subsequent suit?*

(vi) *Whether a party can plead and lead evidence against his own pleading in previous suit?*

(vii) *Whether the First Appellate Court can pass a Decree and Judgment without framing points for determination as contemplated under Order 41 of C.P.C.?"*

8. The first substantial question of law raised is that issuance of “15 days-notice for manufacturing activities” is against section 106 of the Transfer of Property Act. In the said section it is stated that if the premises is used for manufacturing purpose or agricultural purpose, then one year notice ought to be issued to vacate the premises. In the present case, the landlord had contented, that the manufacturing had requested the father of the Asokan to executed agreement to extend the lease for further period, but the father had refused to execute the agreement due to the family circumstances. Then from the date of refusal to execute the agreement to extend the lease by the lessee’s father, the notice period to evict starts. It is seen that the father died on 05.11.1997 and it can be taken that



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the notice is prior to 05.11.1997. Further it is seen that the said lessee Asokan was directed to vacate the premises when he had failed to pay rent after the last rent paid on 16.07.2002. When the lessee Asokan had failed to pay the rent for the ground from August 2002, then the lessee Asokan has no right to squat in the property. But he had successfully squatted in the property for the past 22 years, but the section 106 contemplates only one year notice. When the lessee had squatted for more than 22 years, the lessee has not right to claim any notice for a period of one year under section 106. In such circumstances, the contention of the lessee Asokan that 15 days-notice is not sufficient fails. Further this Court is inclined to grant further time to vacate the premises until 30.10.2024. Therefore, said substantial question of law is held against the lessee Asokan and in favour of the landlord.

9. The third substantial question of law is issuance of notice under section 11 of Tamil Nadu City Tenants Protection Act to the lessee. The provision is extracted hereunder:

“11. Notice before institution of suits or applications against tenants.

- No suit in ejectment or applications under section 41 of the Presidency Small Cause Courts Act, 1882 (Central Act XV of 1882) shall be instituted or presented against a tenant until the expiration of three months next after notice in writing has been given to him requiring him to surrender possession of the land and building, and offering to pay compensation for the building and trees, if any, and stating the amount thereof.”



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The Learned Counsel appearing for the lessee Asokan had submitted that the said provision states that notice directing the tenant to surrender possession is necessary and relied on the judgment rendered in ***S.A. Ramachandran Vs. S.Neelavathy*** reported in ***AIR 1997 SC 1735***. But the Appellate Court had considered the judgment and distinguished the judgment on facts. In the judgment cited supra the relevant portion is extracted hereunder:

“The appellants in the instant case, at no stage, was allowed to invoke the provisions of section 9 of the Act as he had filed an application under that Section beyond time. His application for condonation of delay was rejected not only by the Trial Court but also by the High Court in Revision. The occasion to invoke the provisions of section 9 therefore, did not come. In the meantime, the appellant filed the additional written statement and pleaded that the suit was liable to be dismissed for want of notice under section 11 of the Act. Since the application filed by the appellant was beyond time and was rejected, the appellant cannot be said to have taken advantage of section 9 of the Act and consequently it cannot be said that by filling an application under section 9, he waived his right to object to the irregularity or illegality in the institution of the suit.”

On perusing the judgment in ***S.A.Ramachandran’s case*** it is seen that the said judgment was rendered based on the facts of the said case, wherein the Supreme Court had held that the section 9 petition was dismissed on limitation and hence the tenant was not given an opportunity to put forth his case. As rightly pointed out by the Appellate Court, the said judgment is rendered based facts of that case.



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10. The Learned Counsel appearing for the landlord had relied on the judgment dated 14.10.2009 passed in *M/s.Hindustan Petroleum Vs. Gnanamani Ammal Chatram through its Hereditary Trustees Murugappan and others* reported in *2009 (5) Law Weekly 474* wherein it is held that if the tenant had filed an application under section 9 of the Act, he is estopped from raising issuance of notice under section 11. The said judgment had followed the judgment passed in *Hamsa Patel and two others Vs. S. Balakrishnan and another* reported in *1997 (1) CTC 367*. In the present case, the lessee had already filed a suit in O.S.No.160 of 1998 for the prayer not to evict in the year 1998 itself. Then again he had filed the suit in O.S.No.164 of 2004 for the prayer to declare the superstructure belongs to the lessee and injunction to restrain from interfering to carry on repair works in the superstructure. The landlord had filed suit in O.S.No.114 of 2005 for eviction and the lessee had filed petition under section 11 in C.T.O.P.No.1/2005. Further it is seen that the O.S.No.114/2005 was filed on 28.03.2005, whereas the C.T.O.P.No.1/2005 was filed on 01.06.2005, three months after the suit. Therefore, the proposition when the lessee had filed section 9 petition, cannot insist on section 11 notice would depends on facts and circumstances of each case. In the present case, when the lessee Asokan had filed petition under section 9 Tamil Nadu City Tenants Protection Act, then he is estopped from raising the plea of section 11 notice based on the several litigations between the parties as stated supra. When the lessee already have knowledge of eviction proceedings through



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the aforesaid litigations, then a separate notice under section 11 is unnecessary.

Based on these facts the Appellate Court had rightly come to the conclusion that there is sufficient notice of eviction, hence a separate notice under section 11 is not necessary. Further this is supported by the judgement rendered in Hindustan's case as stated supra. Therefore, this Court is of the considered opinion that separate notice under section 11 is not necessary, since in the present case already the lessee has notice of eviction. Hence the substantial question of law is answered against the lessee and in favour of the landlord.

11. As far as the substantial question of law of burden of proof is concerned, the fact that the entire land belongs to the landlord and the superstructure belongs to the tenant are admitted facts. When the crucial facts are admitted, then there is no question of burden to prove for the admitted facts. Further it is cardinal principles is whoever raises the plea are bound to prove the same. In the present case the lessee had raised the plea that the landlord is not Trust and hence the Tamil Nadu City Tenants Protection Act is applicable to the present case. But the landlord had deny the same. Hence the initial burden is on the lessee to prove that the landlord Uravinmurai is not Trust. Once the initial burden is discharged, then only the burden of proof would shift to the landlord to prove that they are Trust. This Court has already held that once section 9 petition is filed, notice under section 11 is not necessary. Therefore the issue of



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applicability of Tamil Nadu City Tenants Protection Act is left open. Hence this Court is of the considered opinion that the said substantial question of law is unnecessary. Hence the same is left open.

12. The substantial question of law whether the dismissal of appeal by the First Appellate Court is perverse as it had not discussed and considered the facts and prayer of this suit by a common judgment and whether a party can plead and lead evidence against his own pleading in previous suit, is concerned the lessee had not specifically stated which issue was not discussed and which pleading is against the evidence. On perusal of the judgment the Appellate Court had discussed the issue of section 11 and 9 petition and issue of Trust. The Appellate Court further held that the tenant had pleaded that there was written agreement dated 16.02.1966 between the father and the landlord, but the same was not produced. After the demise of the father the son Asokan has not executed any written agreement. In such circumstances, this Court is of the considered opinion that the lessee had not specifically stated which issue is not discussed. And which pleading is against the evidence. Hence the substantial question of law is held as not proved.

13. As far as the substantial question of law of whether the finding of previous suit between the same parties binds them in subsequent suit is concerned,



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this Court is of the considered opinion if the facts are same and the finding is rendered between the same parties, then the findings rendered in the earlier suits would bind the parties. In the judgment dated 27.10.2005 rendered in **Ramadhar Shrivasa Vs Bhagwandasa** reported in **(2005) 13 SCC 1**, the Hon'ble Supreme Court had held as under:

“In the case on hand, it is clear that in the earlier suit, the Court had recorded a clear finding that defendant - Bhagwandasa was neither the owner of the property nor he could show any right as to how he was occupying such property except as a tenant of Hiralal. If Bhagwandasa was claiming to be in lawful possession in any capacity other than a tenant, he 'ought' to have put forward such claim as a ground of defence in those proceedings. He ought to have put forward such claim under Explanation IV to section 11 of the Code but he had failed to do so. The doctrine of constructive res judicata engrafted in Explanation IV to section 11 of the Code thus applies to the facts of the case and the defendant in the present suit cannot take a contention which ought to have been taken by him in the previous suit and was not taken by him. Explanation IV to section 11 of the Code is clearly attracted and defendant-Bhagwandasa can be prevented from taking such contention in the present proceedings.”

In the present case, the lessee had filed suit in O.S.No.160 of 1998, wherein it is held that the lessee is not entitled to Rs.10,000/- which the lessee claimed as advance amount. Further it is held that the landlord is at liberty to evict the lessee. In such circumstances, the finding of the earlier suit that the landlord is entitled to evict the lessee is binding on the lessee. Hence the substantial question of law is answered against the lessee Asokan and in favour of the landlord.



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14. As far as the substantial question of law of whether the First Appellate Court can pass a Decree and Judgment without framing points for determination as contemplated under Order 41 of C.P.C., is concerned it is seen that the Appellate Court had framed points for consideration as “whether the decree and judgment of the Trial Court is sustainable or not and to what reliefs”. This Court is of the considered opinion that the said points for consideration is general in nature and not specific. The Appellate Court ought to have framed specific question for consideration. However the same would not vitiate the finding rendered by the Appellate Court. Further this Court had considered the judgment and the issues raised by the lessee. Therefore, even though this substantial question of law is in favour of the lessee Asokan, but the other substantial question of law are against the lessee Asokan, hence no relief could be granted to the lessee under this substantial question of law.

15. The Learned Counsel appearing for the lessee submitted that some compensation payable to the lessee may to be considered. It is seen that the lessee had not paid rent from August 2002 onwards that too a meagre amount of Rs.1372/- and hence the lessee is a defaulter and he is not entitled to any equity relief. Further originally the lease is only for 19*105 feet, but the father of the lessee had occupied the entire land admeasuring on east-west on north 270 feet, south 230 feet, on north-south on west 105½ feet, east 103 feet. The lessee



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Asokan had attempted to usurp the property by effecting name change in the Municipal records. The above acts of the lessee would indicate that the lessee is deliberately deny the valuable right of the owner of the property and hence the lessee may not be entitled to any equity relief of compensation for entire superstructure. Hence this Court is not inclined to grant compensation even for the superstructure constructed in the land admeasuring 19*105 area alone.

16. For the reasons stated supra, the second appeals in S.A.(MD)No.564 of 2019 and S.A.(MD)No.354 of 2021 are dismissed and the Civil Revision Petition in C.R.P.(MD)No.2314 of 2023 is also dismissed. The lessee shall vacate the premises on or before 01.10.2024. Consequently, connected Civil Miscellaneous Petitions are closed. No costs.

13.03.2024

Index : Yes / No
NCC : Yes / No

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To

1. Principal District Munsif Court, Arupukottai.
2. Subordinate Court, Aruppukottai.
3. The Section Officer,
Vernacular Section,
Madurai Bench of Madras High Court,
Madurai.



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S.SRIMATHY, J.

Tmg

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