



CRP NO. 437 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 20-03-2025

CORAM

THE HONOURABLE MR JUSTICE A.D.JAGADISH CHANDIRA

CRP No.437 of 2025 & CMP No.2639 of 2025



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Muthukumarasamy,
M/s. Pooja Gold Smith, Shop No.4, No.66, Tana Street, (Facing
Perumal Naicken Street), Purasawalkam, Chennai - 600 007.

Petitioner(s)

Vs.

Sri Purushadaniya Parasvanatha Jain
Swethambar Moorthipujak Sangh, Rep. by its Secretary, Harakh Chand
Golecha, No.65-66, Tana Street, Purasawalkam, Chennai -600 007.

Respondent(s)

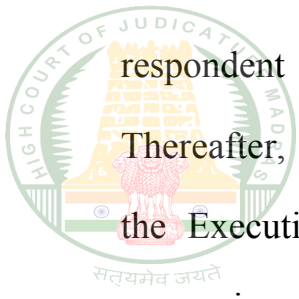
For Petitioner(s): Mr.V.Hari Ganesh

For Respondent(s): Ms.A.Dipthi Munoth

ORDER

This Civil Revision Petition has been filed praying to set aside the order dated 04.12.2024 passed in E.P.No.717 of 2024 in RLTOP No.77 of 2023 on the file of XII Small Causes Court, Chennai(Rent Court).

2.The revision petitioner is the tenant and the respondent is the landlord. The respondent herein had filed RLTOP No.77 of 2023 seeking eviction under Section 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017. The trial Court, by an order dated 18.03.2024, had directed the petitioner to vacate and hand over the vacant possession of the schedule premises to the

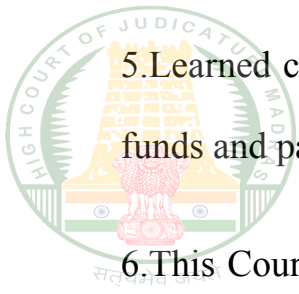


respondent within two months from the date of receipt of a copy of the

Thereafter, the respondent has filed an execution petition in E.P.No.717 of 2024 and the Executing Court, by an order dated 04.12.2024, has ordered for delivery of possession. Aggrieved over the same, the petitioner has filed the present civil revision petition.

3. When the matter was listed on 18.02.2025, it was represented by the learned counsel for the petitioner that the parties have arrived at a settlement and pursuant to which, the parties had entered into a joint memo of compromise. Thereafter, this Court, based on the joint memo of compromise dated 18.02.2025, disposed of the revision and directed to list the matter for reporting compliance on 13.03.2025 for compliance of clause (5) of the Joint Memo of Compromise.

4. The learned counsel for the respondent would submit that the respondent had agreed for compromise only on the undertaking given by the petitioner that he would clear the arrears of rent and pay Rs.2,26,000/- towards the arrears of rent within a period of four weeks i.e., on or before 10.03.2025 whereas the petitioner has failed to comply with the condition and he has also not entered into any fresh agreement. He would further submit that due to non compliance of the undertaking, the respondent has not withdrawn the execution petition in E.P.No.717 of 2024 pending on the file of XII Court of Small Causes, Chennai and she would pray that the order passed by this Court dated 18.02.2025 may be recalled and the revision may be dismissed.



5.Learned counsel for the petitioner would submit that the petitioner is unable funds and pay the said amount.

6.This Court, based on the joint memo of compromise dated 18.02.2025 filed by both parties, had disposed of the civil revision petition on the same day itself and directed the matter to be listed on 13.03.2025 for reporting compliance of the Clause (5) of the Joint Memo of Compromise. Now, it is reported that since the petitioner/tenant had not keep up his undertaking, E.P.No.717 of 2024 has not been withdrawn. Only on the undertaking and assurance given by the petitioner, the civil revision petition was allowed based on the joint memo of compromise. Since the petitioner has not complied with the terms of the compromise, the order passed by this Court dated 18.02.2025 is recalled and the civil revision petition stands dismissed. The respondent is at liberty to proceed with the execution petition. No costs. Consequently, connected miscellaneous petition is closed.

20-03-2025

Note: Issue order copy on 21.03.2025

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To

XII Small Causes Court, Chennai.



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A.D.JAGADISH CHANDIRA,J.

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