



A.S.No.300 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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Reserved on : 12.06.2025

Pronounced on: 25.06.2025

Coram:

THE HONOURABLE Dr. JUSTICE G.JAYACHANDRAN

Appeal Suit No.300 of 2023
& C.M.P.No.10987 of 2023

1. Joint Director,
Agriculture Department, Krishnagiri.

2. Agricultural Commissioner,
Chepauk, Chennai.

3. Agricultural Assistant Commissioner and
Secretary to the Government,
Agricultural Department,
Secretariat, Chennai.

... Appellants/Defendants

/versus/

R.Geetha,
W/o.J.D.Rukmankathan,
Old Door No.44, New Door No.22,
Co-operative Colony,
Tammannan Nagar,
Krishnagiri.

... Plaintiff/Respondent

Prayer:- Appeal Suit has been filed under Section 96 of the Civil Procedure Code, pleaded to set aside the judgment and decree dated 13.11.2019 in O.S.No.25 of 2018 on the file of the Principal District Judge, Krishnagiri and allow the appeal with costs.

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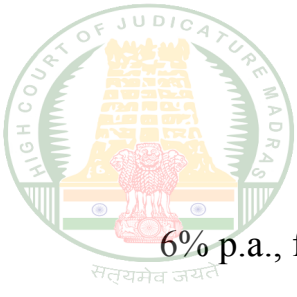
For Appellants : Mr.R.Siddharth,
Additional Government Pleader

For Respondent : Mr.N. Manoharan

J U D G M E N T

The suit was filed for recovery of rental arrears against the appellants and was allowed by the trial Court. The appellants are the officials of Agricultural Department, Government of Tamil Nadu, which was tenant under the respondent's mother from 01.02.2005 to 21.02.2014. During the subsistence of tenancy, the respondent's mother died on 10.11.2012. The respondent got the property from her mother through a *Will* dated 05.07.1999.

2. The Agricultural Department occupied the premises for nine years, between 01.02.2005 and 21.02.2014, alleging that the rent paid was not at agreed rate as fixed in the agreement. Hence, the respondent filed the suit for recovery of rental arrears. The trial Court, after examination of witnesses and documents on either side, allowed the suit. A decree was passed directing the defendants 1 to 3 to jointly and severally pay a sum of Rs.11,86,584/- to the plaintiff, with interest at



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6% p.a., from the date of suit, till the date of realisation.

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3. The appeal suit is directed against the said decree.

4. For the sake of convenience, the parties are described as plaintiff and defendants.

5. Case of the plaintiff:-

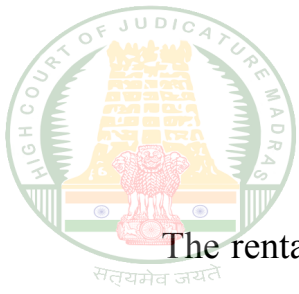
The Joint Director of the Agricultural Department, Krishnagiri (appellant herein), on behalf of his Department, entered into the premises of Govindammal (the mother of the respondent) for rent on 01/02/2005 agreeing to pay monthly rent of Rs.20,100/-. The Rental agreement was entered between Logonathan, Joint Director, as tenant and Govindammal, as Landlord. The rent was fixed at the rate of Rs.5.49/- per sq.ft., based on the prevailing rent around that area. Later, a consent letter was obtained from Govindammal stating that she agrees to receive monthly rent of Rs.20,100/- or the rent fixed by PWD, whichever is lesser. There was chain of inter-departmental communication between the Joint Director (first appellant) and the Commissioner, Agricultural



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Department (second appellant) to finalise the rent for over two years, after entering into the premises after fixing the tentative rent of Rs.20,100/- p.m.

6. The building measuring 3657 sq.ft furnished with 7 fans, 12 Tube lights and 3 bathrooms with attached toilets in the ground and first floor; AC Hall with marble flooring, 10 fans and 16 tube lights in the second floor. Based on the formula adopted under the Tamil Nadu Buildings (Lease and Rent Control) Act, the fair rent for the premises will come around Rs.22,000/-. While so, on 21.12.2010, the Commissioner, Agricultural Produce/Secretary to Government, Agricultural Department (third appellant) issued proceedings fixing the monthly rent for the building at the rate of Rs.12,410/- p.m and paid Rs.4,96,400/- in lumpsum towards arrears of rent. The rent was fixed neither based on the PWD report nor as per the Tamil Nadu Building (Lease and Rent Control) Act. Therefore, the rental arrears tendered by the Department was accepted with protest reserving right to object. Further, Govindammal made a request to hike the rent 15% every year. The first respondent issued proceedings dated 28.04.2014 to increase the rent at 15% from 01.02.2008 to 21.02.2014 and fixed rent at the rate of Rs.14,270/- per month. The fixation of revised rent also not proper and correct.



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The rental period from 01.02.2005 to 21.02.2014 ought to have been divided into batch of three years each for enhancement of rent by 15% i.e., the enhancement should have been periodical once in three years, thus from 01.02.2005 to 31.01.2008; 01.02.2008 to 31.01.2011; 01.02.2011 to 31.01.2014. In the rent is calculated in that manner, the rent payable for the first three years is at the rate of Rs.20,100/- p.m, for the second three years is at the rate of Rs.23,115/-p.m and for the third three years at the rate of Rs.26,410/- p.m. Whereas, the tenant/Agricultural Department has paid the rent for the period 01.02.2005 to 21.01.2018 Rs.12,410/- and from 01.02.2008 to 21.02.2014 Rs.14,270/- only.

7. During her lifetime, Govindammal made repeated demands to pay the appropriate rent. After her demise, the plaintiff made several requests to the defendants and gave representation in person. Thereafter, she caused a legal notice through her counsel. The defendants replied stating that necessary action will be taken, but no action taken. Hence, the suit came to be filed.



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8. Case of the Defendants:

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It is admitted that the mother of the plaintiff agreed to lease her property for rent to establish Soil Test Lab at Krishnagiri by the Agricultural Department, for a rent of Rs.20,100/- p.m and the agreement was entered between the landlady Govindammal and Loganathan, the then Joint Director of Agricultural. However, the said agreement is not valid since, prior approval from the Government was not obtained. The Department never agreed to pay rent of Rs.20,100/- p.m. The rent was calculated erroneously for 3657 sq.ft at the rate of Rs.5.49/-. Accordingly, when the proposal sent to the Government and after considering the rent paid to the Director's Office running in a private building, the Government fixed the rent at the rate of Rs.12,410/- per month and rental arrears from 01.02.2005 to 31.05.2008 (Rs.2,96,400/-) was paid to Govindammal by cheque and an acknowledgement was obtained.

9. The defendants had specifically contended that, on 01.03.2013, the plaintiff in writing agreed for the rent of Rs.12,410/-p.m. Her mother had earlier given a consent letter to accept the rent fixed by the Government. Accordingly, she received rent at the rate of Rs.12,410/- upto 31.01.2008 without any demur.



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The defendants vacated the premises on 21/02/2014 and no rental arrears is payable to the plaintiff. The suit presented on 01/02/2018, is hopelessly barred by limitation.

10. The trial court framed the following issues:-

- 1. Whether the plaintiff is entitled for recovery of rent of Rs.11,86,584/- from D.1 to D.3?*
- 2. Whether the plaintiff is entitled for the interest as prayed for?*
- 3. Whether the suit is barred by limitation?*

11. In order to prove the suit, the plaintiff was examined as P.W-1 and marked 14 Exhibits (Ex.A-1 to Ex.A-14). The defendants examined three witnesses (D.W.1 to D.W.3) and marked 9 Exhibits (Ex.B-1 to Ex B-9).

12. The trial Court held that Ex.B-4 and Ex.B-8 are not letters of Govindammal or Geetha (the plaintiff). They are documents created by the Department. Neither Govindammal nor her daughter Geetha never agreed for lesser rent as mentioned in these two documents. The trial Court, on the issue of



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limitation had considered the fact that the suit initially presented in January 2017.

It was returned for curing defects for several times and finally taken on file in the year 2018 as O.S.No.25 of 2018. The plaintiff's representation to the defendants were under consideration and the inter-departmental communication reveals, only on 24.07.2014 (Ex.B-7), they have decided not to refix the rent. The refusal to refix the rent not communicated to the plaintiff. Therefore, the limitation for recovery of arrears has to be reckoned from the date of vacating the premises. In this case, the suit is filed well within the period of limitation. As a result, the plaintiff is entitled for rent at the rate of Rs.20,100/- p.m., from 01/02/2005 with periodically enhancement of 15% every three years.

13. The point for determination:-

Whether the suit is barred by limitation.? If the suit is maintainable, whether the arrears of Rs.11,86,584/-, as calculated by the plaintiff, is correct.

14. Ex.A.1 is the lease agreement dated 01/02/2005. Govindammal as lessor and the Government of Tamilnadu, as lessee, entered into the agreement with specific covenant that the lease for the premises on a monthly rent to be



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Rs.20,100/-, as fixed by PWD Certificate No:9/05-06. It was further agreed that to pay the rent on or before 15th of succeeding month. On behalf of the Government of Tamilnadu, the Deputy Director of Agriculture, Krishnagiri had signed with date as 31/12/2005 and affixed his sealed in the agreement. This deed was attested by two other officers of Agricultural Department, in the rank of Assistant Director of Agriculture and Deputy Director of Agriculture

15. Thus, it is amply established by the plaintiff that the Government of Tamil Nadu, through its Officers of Agricultural Department, entered into the lease agreement and occupied the premises from 01/02/2005, with an undertaking that they will pay rent of Rs.20,100/- per month on or before 15th of every succeeding month. It is a fact not disputed that the rent for the premises was paid for the first time on 30.03.2009 only. A sum of Rs.4,96,400/- paid towards the rent for the period 01/02/2005 to 31/05/2008 at the rate of Rs.12,410/- per month. This conduct of the Government is contrary to their agreement, both on the promised rent and promised date of payment. Hence, Govindammal had received this amount with protest.



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16. In the written statement of the first defendant at paragraph No.10,

it is averred that Govindammal under Rs.20/- stamp paper, dated 15.10.2010, agreed to the monthly rent of Rs.12,410/- and receive Rs.1,48,920/- towards the rent for 12 months period from 01/03/2010 to 28/02/2011. It is further alleged that during her lifetime, she never protested for the fixation of the rent at the rate of Rs.12,410/- pm. This averment is baseless and misleading, since the defendants have not produced the so called acceptance document dated 15.10.2010. The document available on record is an undated letter of Govindammal (Ex.A-5) in which it is stated that she (Govindammal) is ready to lease her premises for a period of three years for rent of Rs.22,000/- p.m., or for the fair rent fixed by PWD, whichever is lesser. This undated letter goes to show that the undertaking given by her been taken into consideration by the Government and only thereafter Ex.A-1 lease agreement is entered mentioning the PWD had certified that the fair rent as Rs.20,100/-per month.

17. The appellants rely on Ex.B.4, consent letters purportedly given by Govindammal. The first letter, typed in English and signed by Govindammal states that she give consent to receive Rs.12,410/- as rent from 01/03/2010 to



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28/02/2011 as fixed by PWD *vide* its Certificate No.9/05-06, dated 05/08/2005. In

WEB COPY this letter, then the Joint Director of Agriculture had also signed with date as 06.12.2010. The other two letters are acknowledgement and acceptance of Rent for the said period. In one letter, the date is mentioned as 26.10.2010 in another letter the Joint Director has signed with date 02.11.2010. The trial Court had given reasons why these documents are fabricated by the appellants to deny the lawful claim of the landlady. To add, it is on record that the appellants, who occupied the premises of Govindammal on 01/02/2005 promising to pay Rs.20,100/- as rent p.m., based on the certificate issued by PWD, had not paid a single rupee as rent for years together. For the period 01/02/2005 to 31/05/2008, the defendants have paid a sum of Rs.4,96,400/- which has been received under protest and lawyer notice Ex.A.9 dated 05.06.2009 and the interim reply of the Commissioner of Agriculture Ex.A.10 speaks at length about the protest.

18. Contrary to her protest, it is claimed by the defendants that Ex.B.4 consent letter given by Govindammal. There are valid reasons to hold that Ex.B.4 is a created document as observed by the trial Court. Even otherwise, these letters are not valid since they were obviously given under duress. Obtained after putting



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the landlady at peril, without paying the rent in time and under duress to give the consent letter else she will never get the rent.

19. Further, Ex.A-9 notice dated 05/06/2009 from Govindammal through her lawyer addressed to the officials in the Agricultural Department including the appellants herein discloses she immediately on receiving a truncated amount as rent lodged her protest through this notice and demanded to pay the agreed rent of Rs.20,100/- p.m., with 15% increase after three years. On receipt of this notice, the Commissioner of Agriculture (second appellant) had informed Govindammal that the matter been sent to the Government and instructions awaited. Final reply will be sent on receipt of instructions from the Government. Ex.A.10, the interim reply of the Commissioner dated 01.07.2009 belies the content in the written statement that Govindammal consented by lesser rent.

20. Further, another letter from Govindammal reiterating her claim for payment of agreed rent of Rs.20,100/- for the first three years ending 01/02/2008 and 15% enhanced rent thereafter been received by the Commissioner of Agriculture and he had responded to it by inter-department letter Ex.A-6



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addressing his Joint Director, stating that the certificate already issued by PWD is expired after three years, so to obtain fresh certificate for PWD and forward for further action.

21. Therefore, the averment in the written statement that the Rental agreement (Ex.A-1) is not valid and the landlady voluntarily agreed for a lesser rent than what is mentioned in the lease agreement are all false, misleading and unfair for the Government Officials, who are expected to be model tenants.

22. Having agreed to pay Rs.20,100/- rent p.m., as per the certificate of P.W.D, the appellants cannot take a plea that there is no valid lease agreement or the landlady herself had agreed for a lesser rent. The letters purported to have been given by Govindammal and her daughter (the plaintiff) are of no force to act, since it were obtained under duress.

23. The only remaining defence is the question when the limitation for recovery of arrears of rent commence in this case.



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24. As per Ex.A-1, the appellants took possession of the property from 01/02/2005. The occupation in the private building is officially formalised by the Government only on 09/01/2013 *vide* Ex.B-8, the proceedings of the Joint Director, Agricultural department. The appellants were tendering rent in piecemeal, without adhering to the terms of the lease. The last payment of rent was on 29.03.2014, after the defendants vacated the premises on 21.02.2014. The payments of rent made by the appellant before institution of the suit are as below:-

Period	Date of Payment	Amount (in Rs)
01.02.2005 to 31.05.2008	30.03.2009	4,96,400.00
01.06.2008 to 31.08.2009	30.03.2009	1,86,150.00
01.09.2009 to 28.02.2010	16.07.2010	74,460.00
01.03.2010 to 28.02.2011	11.01.2011	1,48,920.00
01.03.2011 to 29.02.2012	31.03.2012	1,48,920.00
01.03.2012 to 31.01.2013	30.03.2013	1,36,510.00
01.02.2013 to 21.02.2014	29.03.2014	1,58,227.00

25. From the plaint endorsements, it appears that the plaint was presented on 02.01.2017 and been returned several times for multiple defects. Ultimately, the defects were cured and taken on file on 01.02.2018 as O.S.No.25 of 2018, by the Principal District judge, Krishnagiri.



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26. It is pertinent to note that the appellants were not in the habit of paying rent every month. The defendants were not ready to pay the rent as fixed under the lease agreement (Ex.A-1) dated 01/02/2005. When the defendants tendered rent at the rate of Rs.12,410/- p.m in the month of March 2009, immediately, it was protested. The appellants made the landlady to believe that her grievance had been addressed to the Government. There are enough documents to prove the communications between the parties regarding the dispute in rent. Finally, the appellants, after vacating the premises had made a payment of Rs.1,58,227/- on 29.03.2014. After vacating the premises, the Joint Director of Agriculture had addressed the Director of Agriculture, on 28.04.2014 to revise the rent at the rate of Rs.14,270/-, from 01.02.2008 and to issue proceedings. Thereafter, the Secretary to the Government had informed the Director of Agriculture through letter dated 24.07.2014 (Ex.B.7) that there is no necessity to re-fix the rent since Government Order dated 09.03.2010 already issued by the Agricultural Department at the rate of Rs.12,410/- for the period 01.06.2008 to 31.08.2009 without any enhancement. Even though, there is no evidence to show that the plaintiff was informed about the refusal to pay the difference in rent, even assuming she had knowledge about the refusal, the cause of action for claiming



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arrears of rent commences only on the date when the appellants finally refused to pay the agreed rent. After giving due credit to the amount paid i.e., Rs.13,49,587/- the plaintiff had raised demand of arrears of rent and presented the suit on 02/01/2017.

27. Article 52 of the Limitation Act, prescribes three years period for recovery of rental arrears. The limitation commences from the date on which the arrears becomes due. In the instant case, the arrears had become due on 24/07/2014, the date on which the Government, through its Secretary to the Agricultural Department, declined to pay the rent as agreed earlier under Ex.A-1. Since the plaint presented on 02.01.2017, within the period of three years, the suit is not hit by limitation.

28. In view of the above discussion, the judgment and decree of the trial Court passed in O.S.No.25/2018 is upheld. Accordingly, the Appeal Suit is dismissed with costs. Consequently, connected Miscellaneous Petition is closed.

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Index

:Yes.

Neutral citation

:Yes/No.

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To,

- 1.The Principal District Judge, Krishnagiri.
- 2.The Section Officer, V.R.Section, High Court, Madras.



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Dr.G.JAYACHANDRAN,J.

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Delivery judgment made in
Appeal Suit No.300 of 2023

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