



C.R.P.PD.No.914 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 06.03.2025

CORAM

THE HONOURABLE MS. JUSTICE P.T.ASHA

C.R.P.PD.No.914 of 2025

and

C.M.P.No.5304 of 2025

R.Nagoor Meeran

... Petitioner

Vs

Harish Samtani
"Alsa Eden Grove"
No.44, North Boag Road,
Thiyagaraya Nagar,
Chennai-600 017.

... Respondent

PRAYER: Petition filed under Article 227 of the Constitution of India against the fair and decretal order dated 07.02.2025 in I.A.No.1 of 2024 in O.S.No.622 of 2024 on the file of XVI Additional City Civil Court, Chennai.

For Petitioner : Mr.A.M.Ilango



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ORDER

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Challenging the dismissal of his application for rejecting the
plaint in O.S.No.622 of 2024, the defendant is before this Court.

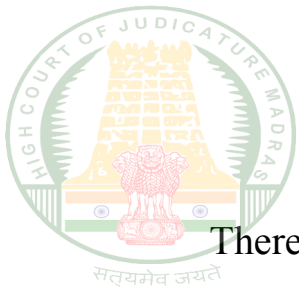
2. The parties are referred to in the same array as in the Suit. The plaintiff had filed a suit O.S.No.622 of 2024 on the file of the XVI Additional City Civil Court, Chennai for a direction to the defendant to vacate and hand over vacant possession of the suit schedule property and to pay a sum of Rs.1,25,000/- per month towards damages for use and occupation for the period commencing from the date of filing of the suit and till the date of handing over of possession.

3. The plaintiff would submit that he had inducted the defendant as a tenant in the suit property under an un-registered Lease Agreement dated 29.12.2021. The lease was a period of 11 months. The defendant had paid a sum of Rs.16,00,000/- towards the interest free deposit and the agreed rental was a sum of Rs.75,000/- per month. The plaintiff would submit that though the lease period had expired and he



had requested the defendant to vacate and handover the vacant possession of the property, he had not come forward to do so but had requested for an extension of the lease period. Accordingly, the lease period was renewed from 01.12.2022 to 31.10.2023. The renewed rent was a sum of Rs.1,25,000/- per month and the interest free deposit was enhanced to Rs.18,00,000/-. The petitioner had also informed the defendant that he was going to sell the property and was looking out for prospective buyers and therefore, he had requested the defendant to vacate the property and it was on this assurance that the lease was renewed.

4. Meanwhile, the plaintiff had borrowed money from M/s.Sundaram Home Finance Limited by pledging the suit schedule property and the loan was being repaid with the rents paid by the defendant. When the plaintiff had visited the suit property, he came to see that there were several businesses opened in the property and it was then the plaintiff came to learn that the defendant had subleased the property to several individuals by partitioning the suit premises.



Therefore, there was a breach of the declaration on 03.01.2022.

Thereafter, the plaintiff had found a suitable buyer for the property who had insisted upon the plaintiff handing over the vacant possession of the property. Therefore, the plaintiff had terminated the lease and called upon the defendant to vacate the premises. Since he has not come forward to vacate the suit premises and had stopped paying the rents, the plaintiff had come forward with the suit in question.

5. The defendant herein filed, on entering appearance, had taken out an application for rejecting the plaint on the grounds that the Lease Deed is an unregistered document and that there was an oral promise to lease the property for 10 years. Since the lease has not been registered, the consequences of Sections 17 and 49 of the Registration Act would apply. He would contend that he has been paying the rents to date.

6. The plaintiff had filed a counter *inter-alia* contending that none of the reasons for rejecting the plaint have been set out in the plaint. That apart, the lease was only for a period of 11 months which



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does not require registration. Therefore, he has sought for dismissal of the application.

7. The XVI Additional Judge, City Civil Court, Chennai, by his order dated 07.02.2025, was pleased to dismiss the said application with costs. Aggrieved by the same, the defendant is before this Court.

8. The only ground on which the rejection of the plaint was called for is that the Lease Deed has not been registered and therefore, the document is inadmissible in evidence. The Lease Deed in question is for a period of 11 months and under Section 17 of the Registration Act, it is not compulsorily registrable. Therefore, the ground for seeking rejection cannot be sustained. That apart, the plaintiff has made out several causes of action for filing the suit.

9. Therefore, in the light of the above, I see no reason to interfere with the order passed by the learned XVI Additional Judge, Civil Civil Court, Chennai insofar as it relates to the order holding that no grounds



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for rejecting the plaint have been made out. However the learned Judge has directed the payment of costs. Therefore, the civil revision petition is partly allowed only with reference to the order directing payment of costs. No costs. Consequently, connected miscellaneous petition is closed.

06.03.2025

srn

To

The XVI Additional Judge,
City Civil Court,
Chennai.



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P.T. ASHA, J.,

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