



WEB COPY



C.R.P.No.1039 of 2021

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Orders Reserved on : 20..06..2025

Orders Pronounced on : 26..06..2025

CORAM

THE HONOURABLE MR.JUSTICE N. SATHISH KUMAR

C.R.P.No.1039 of 2021

and

C.M.P.No.8281 of 2021

.....

M/s. Kilburn Electricals Ltd.,
Rep. by its Director – Mr.Subramaniam Srinivasan,*
No.374, Konnur High Road,
Chennai 600 012.

[*Amended as per the order of this court dated 23.09.2022
made in C.M.P.No.15845 of 2022 in C.R.P.No.1039 of 2021]

..... Petitioner

-Versus-

The Madras Pinjrapole,
Rep. by its Honorary Secretary,
Mr.Vittaladas Jagannathadas,
No.383, Konnur High Road,
Chennai 600 012.

..... Respondent



C.R.P.No.1039 of 2021

WEB COPY

Petition filed under Section 25 of the Tamil Nadu Buildings (Lease and Rent) Control Act, 1960 r/w Section 115 of the Code of Civil Procedure, 1908 praying to set aside the judgement and decree dated 18.12.2020 made in R.C.A.No.45 of 2015 on the file of the learned Rent Control Appellate Authority (VIII Judge, Court of Small Causes), Chennai, confirming the order of eviction and decree dated 24.09.2014 made in R.C.O.P.No.864 of 2000 on the file of the Rent Controller (XV Judge, Court of Small Causes), Chennai.

For Petitioner : *Mr.R.Parthasarathy,*
Senior Counsel for
Mr.Rahul Balaji

For Respondent : *Mr.V.Raghavachari,*
Senior Counsel for
Mr.T.Srikanth



C.R.P.No.1039 of 2021

ORDER

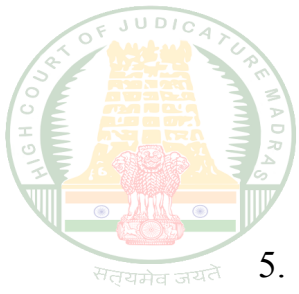
WEB COPY

Challenging the concurrent finding of eviction recorded by the Rent Controller, Chennai, and confirmed by the Rent Control Appellate Authority, Chennai, the tenant has preferred the present Civil Revision Petition before this Court.

2. The civil revision petitioner is the tenant, and the respondent is the landlord.

3. For the sake of convenience, the parties shall hereinafter be referred to according to their jural relationship, viz., the revision petitioner company as the tenant and the respondent as the landlord.

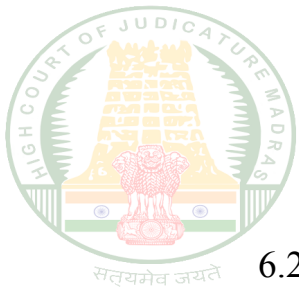
4. The landlord filed an original petition in R.C.O.P. No.864 of 2000 on the file of the learned rent controller (XV Judge, Court of Small Causes), Chennai, under Section 10(2)(i) of the Tamil Nadu Buildings (Lease and Rent) Control Act, 1960 (hereinafter referred to as "*the Rent Control Act*"), seeking eviction of the tenant on the ground of wilful default in the payment of rent. It was specifically alleged that the tenant had committed wilful default in paying rent for the period from August 1998 to May 2000, and that a sum of Rs.6,05,710/- was due towards arrears of rent.



C.R.P.No.1039 of 2021

5. The landlord-The Madras Pinjarapole averred in the original petition that they are the owner of the premises bearing Door No. 374, Konnur High Road, Chennai – 600012. They pleaded that the revision petitioner was inducted as a tenant in respect of the said premises under the respondent on a monthly rent of Rs. 28,095/-, excluding electricity charges and other statutory dues. The tenant had agreed to pay the monthly rent on or before the 10th day of every succeeding month. However, the tenant failed to pay the rent from August 1998 (in part) to May 2000, despite repeated demands made by the landlord. On this basis, the landlord contended that the tenant is liable to be evicted on the ground of wilful default in payment of rent.

6.1 The tenant-M/s. Kilburn Electricals Limited filed a counter statement denying the allegation of wilful default in the payment of rent. It was contended, *inter alia*, that they were not in arrears of rent and, on the contrary, had made substantial on-account payments from time to time in advance, to meet the urgent financial requirements of the landlord, as communicated by the latter. According to the tenant, these payments cumulatively exceeded the actual rent payable and, therefore, were liable to be adjusted against future rent liabilities.



C.R.P.No.1039 of 2021

WEB COPY

6.2 The tenant contended that they have been in possession of the demised premises as a tenant under the landlord for over 50 years, having been inducted in or around 1956, in respect of vacant land belonging to the landlord. It was further stated that the tenant had, over the course of time, constructed several buildings on the said leasehold land. The lease was periodically renewed, with mutually agreed revisions in the rent. Until recently, the monthly rent was fixed at Rs. 6,500/-.

6.3 Taking into account that the landlord is a philanthropic institution engaged in animal welfare activities, the tenant voluntarily offered to enhance the rent substantially from Rs. 6,500/- to Rs. 28,095/- per month with effect from 01.10.1996, pursuant to the finalisation of a long-term lease agreement between the parties, which was intended to be registered. The tenant asserted that the registration of the lease deed was essential for improving the usage of the land, including carrying out additional constructions, which would require significant financial investment. However, the registration of the lease agreement remained pending.

6.4 In the meantime, at the request of the landlord, the tenant made several on-account payments from time to time to meet the urgent financial needs of the landlord. Although the tenant had initially stated that further



C.R.P.No.1039 of 2021

payments would be contingent upon the completion of the lease registration, they did not adhere strictly to that position, owing to the philanthropic activities of the landlord and the tenant's deep regard for the landlord's contributions to animal welfare.

6.5 The tenant further contended that the amount payable to the landlord for the period from 01.10.1996 to 30.06.2000, spanning 45 months, at the agreed monthly rent of Rs.28,095/- per month (which was to become effective upon registration of the lease agreement), would aggregate to Rs.12,64,275/-. However, the tenant claimed that, during the corresponding period, they had already paid a total sum of Rs.15,21,025/-, thereby exceeding the amount that would have been payable under the lease terms.

6.6 It was further submitted that, if the excess payments made during earlier periods were also taken into account, the total amount lying with the landlord in excess of the rent payable would exceed Rs.24,00,000/-. On this basis, the tenant disputed the claim of arrears and opposed the petition for eviction, contending that there was no wilful default in the payment of rent.

7.1 Pending disposal of the original petition for eviction on the ground of default in payment of rent, the landlord filed M.P. No.462 of 2001 in R.C.O.P. No.864 of 2000 under Section 11(4) of the Tamil Nadu Buildings (Lease and



C.R.P.No.1039 of 2021

Rent Control) Act, 1960, seeking a direction to the tenant to pay a sum of Rs.10,83,325/-, alleged to be due towards arrears of rent for the period from part of September 1998 to November 2001. The landlord also prayed for a direction to the tenant to continue depositing monthly rent at the rate of Rs.28,095/- without default, and further requested that, in the event of non-compliance, the rent controller be pleased to stop all further proceedings in the petition and direct the tenant to vacate and hand over possession of the premises.

7.2 In the said miscellaneous petition, the landlord, *inter alia*, pleaded that even after the filing of the original petition for eviction, and until the filing of the application under Section 11(4) of the Rent Control Act, the tenant had failed to pay any rent, except for part of the rent for August 1998 and part of September 1998. It was contended that the tenant was in arrears of rent to the extent of Rs.10,83,325/- for the period commencing from part of September 1998 up to November 2001. The landlord further asserted that, as per the terms of the lease agreement, the rent stood enhanced to Rs.32,310/- per month from October 2001 onwards.

7.3 The said application filed under Section 11(4) of the Rent Control Act was opposed by the tenant, *inter alia*, contending that the original lease



C.R.P.No.1039 of 2021

agreement dated 06.08.1982, which had been registered on 27.09.1982 as Document No.1759 of 1982 on the file of the Sub-Registrar, Purasawalkam, covered the period from 01.05.1976 to 30.04.2006. It was further submitted that a subsequent lease agreement was entered into on 02.08.1997, covering the period from 01.10.1996 to 30.09.2036, and the same was registered as Document No.740 of 2001 on the file of the Sub-Registrar, Purasawalkam, on 07.03.2001. As per the original lease agreement, the monthly rent payable was Rs.6,500/-, and under the subsequent lease agreement, the rent was revised to Rs.7,500/- per month. The tenant claimed that the entire rent amount had already been paid and that there were no arrears outstanding, much less the alleged sum of Rs.10,83,325/- as claimed in the application under Section 11(4).

8. The said 11(4) application was taken up for hearing by the rent controller. During the enquiry on the application filed under Section 11(4) of the Tamil Nadu Rent Control Act, no oral evidence was adduced by either party. However, on the side of the landlord, Exhibits P.1 to P.4 were marked. No documents were marked on the side of the tenant.

9. The learned rent controller, after hearing both parties and upon perusal of the documentary evidence adduced on the side of the landlord, allowed the



C.R.P.No.1039 of 2021

application filed under Section 11(4) of the Tamil Nadu Rent Control Act by order dated 27.02.2002.

10. Aggrieved by the said order, the tenant preferred an appeal in R.C.A. No. 181 of 2002 before the Rent Control appellate authority (Court of Small Causes), Chennai. By order dated 21.07.2005, the appellate authority directed the tenant to pay rental arrears to the tune of Rs. 22,91,410/-, as determined by the rent controller in M.P. No. 462 of 2001, on or before 01.08.2005. The appellate authority further clarified that failure to comply with the said direction would result in the stoppage of all further proceedings in the original rent control petition and an order of eviction would follow. Consequently, the appeal in R.C.A. No. 181 of 2002 was closed.

11. Still aggrieved, the tenant filed a revision in C.R.P. No. 1308 of 2005. This Hon'ble Court, upon considering the submissions made by the respective counsels, disposed of the revision by order dated 11.02.2008, directing the tenant to deposit 50% of the arrears, i.e., Rs. 8,50,000/-, within a period of twelve weeks from the date of the order. The tenant was also directed to continue paying rent at the rate of Rs. 37,300/- per month commencing from February 2008 until the disposal of R.C.O.P. No. 864 of 2000. Further, this



C.R.P.No.1039 of 2021

Court directed the rent controller (XV Judge, Court of Small Causes, Chennai) to dispose of R.C.O.P. No. 864 of 2000 on or before 30.06.2008.

12. Pursuant to the directions issued by this Court, the rent controller proceeded further with the eviction petition in R.C.O.P. No. 864 of 2000. During the trial, on the side of the landlord, one R. Suresh Kumar, who was then the Manager of the landlord institution-The Madras Pinjarapole was examined as P.W.1 and marked Exhibits P.1 to P.10. On the side of the tenant, one S. Srinivasan, who was then the Director of the tenant company, M/s. Kulburn Electricals Limited, was examined as R.W.1 and marked Exhibits R.1 to R.5.

13. The rent controller, upon considering both oral and documentary evidence adduced by both parties, allowed the original petition in R.C.O.P. No. 864 of 2000 by order dated 24.09.2024, and accordingly ordered the tenant's eviction, granting two months' time for compliance.

14. Aggrieved by the eviction order, the tenant preferred an appeal in R.C.A. No. 45 of 2015 before the Rent Control appellate authority (VIII Judge, Court of Small Causes), Chennai. By judgment dated 18.12.2020, the appellate authority dismissed the appeal, thereby confirming the eviction order passed by



C.R.P.No.1039 of 2021

the rent controller. However, the appellate authority granted an additional one month's time for eviction.

15. Aggrieved by the dismissal of his rent control appeal and the concurrent findings directing his eviction, the tenant has filed the present revision petition challenging the orders of both the rent controller and the Rent Control appellate authority.

16. From the facts and materials placed on record, it is evident that although the eviction petition was originally filed on the ground of wilful default in payment of rent for the period from August (part), 1998 to May, 2000, the real controversy that emerged between the landlord and the tenant during the pendency of the proceedings, particularly in the application filed under Section 11(4) of the Rent Control Act, centred around the determination of the quantum of monthly rent payable from the year 1988 onwards.

17. Though the pleadings in the Rent Control Original Petition filed by the landlord seeking eviction were not elaborately framed and lacked specific particulars, it is evident from the subsequent conduct of the parties that both the landlord and the tenant clearly understood the real issues in controversy. This is particularly so in the proceedings initiated under Section 11(4) of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960, wherein both



C.R.P.No.1039 of 2021

parties effectively participated and advanced arguments before the rent controller as well as the appellate authority. Hence, the absence of detailed pleadings has not caused any prejudice to either party, nor has it affected the adjudication of the core dispute on merits.

18. The appellate authority, upon consideration of the records, has rightly held that the tenant, having actively participated in the proceedings before the rent controller and having contested the matter on merits, cannot be permitted to raise an objection at the appellate stage regarding the absence or inadequacy of pleadings. The appellate authority further observed that strict rules of pleadings and proof, as mandated in regular civil suits under the Civil Procedure Code, are not rigidly applicable to proceedings under the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960. What is material is whether the parties were aware of the issues in dispute and were given a fair opportunity to present their case.

19. In this context, it is useful to refer to the decisions of the Hon'ble Supreme Court in the cases of **(1) Sree Swayam Prakash Ashramam v. G. Anandavally Amma, (2010) 2 SCC 689**, wherein it was held that the absence of specific pleadings is not fatal to the case if the parties have understood the real controversy and have gone to trial on that issue, and **(2) N.**



C.R.P.No.1039 of 2021

Dakshinamoorthy v. Alphonsea Celestine Kamala Benjamine, 2000 (3) LW

482, wherein the Hon'ble Supreme Court emphasized that in proceedings under Section 10(3)(c) of the Tamil Nadu Buildings (Lease and Rent Control) Act, parties need not be defeated on the basis of technical defects in pleadings, so long as both parties have understood the issue in dispute and have led evidence thereon. The Court held that substantial justice and fair notice to the parties prevail over rigid adherence to procedural formality.

20. Applying the said principle to the present case, this court is therefore of the considered view that the landlord and the tenant, despite the absence of elaborate pleadings, were fully aware of the issues involved, particularly with regard to the quantum of rent and the alleged default, and have effectively participated in the proceedings before both the rent controller and the appellate authority. This court is of the view that no prejudice is shown to have been caused to either party due to any defect in the pleadings.

21. Upon a careful appreciation of the evidence, both the rent controller and the appellate authority have concurrently found that the monthly rent payable by the tenant, as per Ex.R.2—Lease Deed dated 02.08.1997 was fixed at Rs.24,430/- per month. This factual finding, based on both oral and documentary evidence, is now sought to be examined on the touchstone of



C.R.P.No.1039 of 2021

whether it is supported by legal evidence, or whether it suffers from any illegality such as misreading of the evidence, total omission or disregard of material evidence, or any form of perversity or error that has resulted in a gross miscarriage of justice.

22. In the light of the foregoing background, the questions that arise for consideration in the present revision petition are:

(1) What was the nature and quantum of the monthly rent that was mutually agreed upon between the landlord and the tenant, and paid by the tenant in respect of the demised premises from the year 1998 onwards?

(2) Whether the tenant has committed wilful default in the payment of rent by deliberately withholding payment and acting with supine indifference to the statutory obligation to regularly pay or tender the agreed monthly rent?

23. I have heard Mr.R.Parthasarathy, learned senior counsel on behalf of Mr.Rahul Balaji, learned counsel on record for the revision petitioner/tenant and Mr.V.Raghavachari, learned senior counsel on behalf of Mr.T.Srikanth, learned counsel on record for the respondent/landlord.



C.R.P.No.1039 of 2021

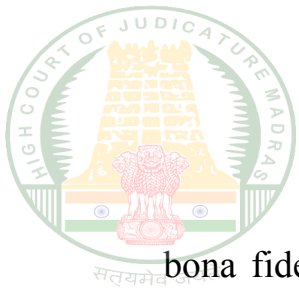
WEB COPY

Point Nos.1 and 2:

24.1 The learned senior counsel appearing for the tenant submitted that for the period from 01.10.1996 to 30.06.2000, the total amount actually paid by the tenant was approximately Rs.15,21,025/-. According to the tenant, this amounted to an excess payment of Rs.2,56,750/- over and above the rent legally due. It was further contended that this fact was categorically admitted by P.W.1, the landlord, during the course of his cross-examination. Therefore, once the payment of rent, including the alleged excess amount, has been acknowledged by the landlord, the question of wilful default does not arise, and the very basis of the eviction petition is rendered unsustainable.

24.2. The learned senior counsel placing reliance upon the judgement in the case of **K.Narasimha Rao v. T.M.Nasimuddin Ahmed [(1996) 3 SCC 45]** would submit that the landlord was bound to immediately refund that excess amount even before the arrears accrued, and having not done so, was bound to adjust it.

24.3 The learned senior counsel for the tenant further submitted that the dispute between the parties essentially pertained to the quantum of monthly rent and not to the fact of payment itself. It was contended that the tenant had a



C.R.P.No.1039 of 2021

bona fide dispute over the quantum of rent payable, and in the absence of a clear determination, the question of wilful default could not arise.

24.4 Referring to the explanation appended to sub-section (2) of Section 10 of the Rent Control Act, the learned senior counsel for the tenant submitted that in any case where the landlord seeks eviction on the ground of non-payment of rent, it is mandatory that the landlord issue a notice of demand giving the tenant a period of two months to tender the arrears. In the present case, no such notice was admittedly issued by the landlord prior to the initiation of proceedings. Therefore, in the absence of such statutory notice and considering the existence of a genuine dispute as to the quantum of rent, the tenant cannot be branded as a wilful defaulter. It was further submitted that, as per Ex.R.1-Lease Deed executed between the landlord and M/s. Macneill and Magor Limited, the monthly rent for the period from 01.05.1986 to 30.04.1996 was Rs.6,500/-. However, subsequently, under Ex.R.2-Lease Deed dated 02.08.1997, it was agreed between the parties that the monthly rent from 01.10.1996 onwards would be Rs.28,095/-, with an agreed escalation of 15% for every five years, up to 31.03.2036 on condition that the lease deed must have been registered on or before the end of July, 1997.



C.R.P.No.1039 of 2021

WEB COPY

24.5 The learned senior counsel for the tenant placing reliance upon the judgement in the case of **P.M.Punnoose v. K.M.Munneruddin [(2003) 10 SCC 610]** submitted that, in the absence of any notice of demand as required under the Explanation to Section 10(2)(i) of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960, the burden of proving wilful default rests squarely on the landlord. In the present case, no such notice was issued or served upon the tenant claiming arrears of rent. Furthermore, when there existed a genuine dispute regarding the quantum of monthly rent payable, the tenant cannot be held to have wilfully defaulted in payment or tender of rent within the meaning of Section 10[2] of the Rent Control Act. It was therefore contended that both the rent controller and the Rent Control appellate authority, in exercise of their powers under the Act, ought to have granted an opportunity to the tenant to tender or deposit the arrears, if any, before passing an order of eviction. The failure to do so has resulted in a miscarriage of justice, and hence, the order of eviction warrants interference by this Court in revision.

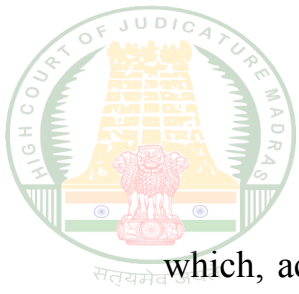
24.6 The learned senior counsel for the tenant further submitted that, as per the tenant's case and as evidenced by Ex.P.1, the monthly rent payable for the period from 01.05.1986 to 30.04.1996 was only Rs.6,500/-. Thereafter, the



C.R.P.No.1039 of 2021

premises came to be occupied by M/s. Kilburn Electricals Limited with effect from 01.04.1998. According to the learned senior counsel, it is the specific case of the tenant that, since a registered lease deed was already in existence stipulating the monthly rent at Rs.6,500/- for the earlier period, any subsequent enhancement of rent allegedly agreed upon, based on a conditional letter, cannot override the terms of the registered document. Therefore, in the absence of a duly registered instrument evidencing such enhancement, the rent payable from 1998 onwards could not have been unilaterally treated as Rs.24,430/-, particularly when the landlord's claim is founded merely based on an offer made by the tenant under Ex.P.2-letter proposing enhancement of rent. It was further submitted that such an offer, being conditional and unsupported by a registered lease deed, cannot override the terms of the earlier registered lease agreement.

24.7 The learned senior counsel for the tenant further submitted any amount paid more than Rs.6,500/- per month was made voluntarily under Ex.P.2, which is only an offer letter addressed by the tenant proposing to enhance the rent to Rs.24,430/-, motivated by the charitable nature of the landlord's institution engaged in animal welfare. Crucially, the said offer was conditional upon the execution and registration of a long-term lease agreement,

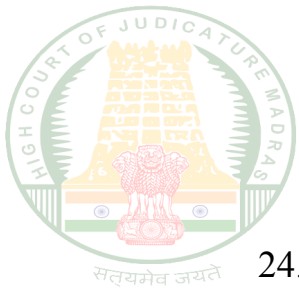


C.R.P.No.1039 of 2021

which, according to the tenant, was to be completed by the end of July 1997.

However, it is admitted that the second lease agreement marked as Ex.R.2 was not registered within the agreed time. Therefore, it is the tenant's contention that Ex.P.2 cannot be construed as having rescinded or nullified the earlier lease agreement (Ex.R.1), and that in the absence of a duly registered lease in respect of the enhanced rent, the original contractual rent of Rs.6,500/- continues to govern the tenancy. Accordingly, the claim of default based on the alleged enhanced rent is misconceived and unsustainable, the learned senior counsel contended.

24.8 At any rate, according to the learned senior counsel for the tenant, no oral evidence is admissible to contradict or vary the terms of the earlier registered lease agreement marked as Ex.R.1, in view of the bar imposed under Sections 91 and 92 of the Indian Evidence Act, 1872. It was further submitted that P.W.1, during his testimony, has unequivocally admitted that for the period from 01.10.1996 to 30.06.2000, the total rent payable was Rs.12,64,275.00 whereas the tenant had actually paid a sum of Rs.15,21,025/-. This, according to the tenant, clearly demonstrates that there was no default in payment of rent, but in fact, an excess amount of Rs.2,56,750/- had been paid, which completely negatives the allegation of wilful default.



C.R.P.No.1039 of 2021

WEB COPY

24.9 The learned senior counsel for the tenant further submitted that the statement of accounts filed under Ex.R.3 and Ex.R.4 would clearly establish that the monthly rent had been paid at the rate of Rs.24,430/- regularly from 01.06.1998. However, the tenant contends that since the subsequent long-term lease agreement, which was intended to validate the enhanced rent, was not registered within the stipulated time, the earlier registered agreement alone would continue to govern the relationship between the parties. Consequently, the tenant claimed to have adjusted the excess amount paid towards rent for the period from 05.06.2000 to 15.01.2004, treating such excess as advance or excess payment in the absence of a binding, registered lease agreement reflecting the revised rent. There was no deliberate or conscious intention on the part of the tenant to withhold rent, as the tenant had been making payments regularly. The dispute between the parties was solely regarding the correct quantum of rent payable. In such circumstances, and particularly in the absence of any statutory notice demanding arrears and in light of the admitted excess payment made by the tenant, the finding of wilful default is wholly unsustainable in law and cannot be upheld.

24.10 It was further submitted that when a registered lease agreement already exists between the parties, as evidenced by Ex.R.1, the landlord is



C.R.P.No.1039 of 2021

estopped from leading oral evidence to contradict, vary, add to, or subtract from the terms expressly recorded in the written instrument. In particular, the landlord cannot deny the agreed rent stipulated under the registered lease deed and seek to demand a higher rent by asserting conditions or terms that are not recorded in the said agreement. Such an attempt would be impermissible in law in view of the bar under Section 91 and Section 92 of the Indian Evidence Act, 1872.

24.11. According to the learned senior counsel for the tenant the above aspects of the matter were not appropriately considered either by the rent controller or by the Rent Control appellate authority. Both the rent controller and the appellate authority failed to properly appreciate the existence of a bona fide and genuine dispute regarding the quantum of monthly rent payable. In light of the admitted payments made by the tenant, including the excess amount, and in the absence of any clear finding of wilful default, the authorities below ought to have exercised their discretion to grant reasonable time to the tenant to pay or tender the rent up to date. Their failure to do so has resulted in a miscarriage of justice, warranting interference by this Court in the exercise of its revisional jurisdiction.



C.R.P.No.1039 of 2021

24.12 In support of his contention that a tenant cannot be held to be a wilful defaulter when there exists a genuine dispute regarding the quantum of rent payable, the learned senior counsel for the tenant placed reliance on the judgement of the Hon'ble Supreme Court in *M/s Chordia Automobiles v. S. Moosa & Ors.*, (2000) 3 SCC 282, wherein the Hon'ble Supreme Court interpreted the term 'wilful default' under Section 10(2) of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960, and held that 'wilful default' signifies a deliberate and intentional omission to perform a legal duty, carried out with full knowledge of its legal consequences. It was further observed that a tenant cannot be automatically branded as a wilful defaulter merely because there has been non-payment of rent. To constitute wilful default, there must be a conscious, deliberate, and intentional refusal to pay rent, despite demand or notice.

24.13. The learned senior counsel for the tenant further submitted that the revisional jurisdiction of this Court under the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960, permits re-appreciation of evidence and interference with the concurrent findings of the authorities below, where such findings are not supported by legal evidence, or where the orders suffer from perversity, illegality, or result in manifest injustice.

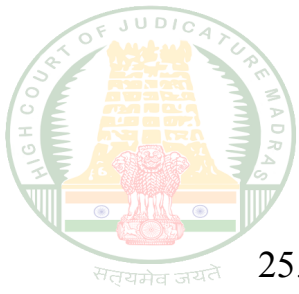


C.R.P.No.1039 of 2021

24.14 In support of this submission, reliance was placed on the decision of the Hon'ble Supreme Court in *Hindustan Petroleum Corporation Limited v. Dilbahar Singh*, (2014) 9 SCC 78, wherein the Supreme Court held that although revisional powers are limited, the High Court is not precluded from interfering where the findings are wholly perverse, based on no evidence, or ignore material evidence, thereby causing grave injustice."

24.15 The learned senior counsel for the tenant submitted that admission made by P.W.1 during the course of his evidence regarding the quantum of rent paid by the tenant and the excess amount received, supports the tenant's defence and negates the allegation of wilful default.

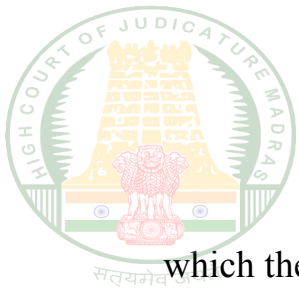
24.16 The learned senior counsel for the tenant, in support of his above submission, placed reliance on the judgment of the Hon'ble Supreme Court in **United India Insurance Company Limited v. Samir Chandra Chaudhary, [(2005) 5 SCC 784]**, wherein it was held that an admission is the best piece of evidence that can be relied upon by the opposite party - while such an admission may not be conclusive, it nevertheless carries significant evidentiary value and is generally decisive of the matter unless it is successfully withdrawn or shown to be erroneous.



C.R.P.No.1039 of 2021

25.1 Per contra, the learned senior counsel for the landlord would submit that there existed a registered lease agreement dated 06.08.1982 between the landlord and the tenant, wherein the tenant had agreed to pay a monthly rent of Rs.6,500/- for the period from 01.05.1986 to 30.04.1996. Subsequently, it is contended that there was a mutual understanding between the parties for enhancement of rent, pursuant to which the tenant, of his own volition, issued a letter dated 21.07.1997 marked as Ex.P.2, agreeing to pay a revised rent of Rs.24,430/- per month. Prior to this, on 04.05.1989, the landlord had issued a communication asserting that in a joint meeting between the parties, a consensus had been reached regarding rent enhancement and had also demanded arrears of rent. However, the tenant had not complied with the said demand at that stage. Nevertheless, by virtue of Ex.P.2, the tenant unequivocally agreed to pay rent at the rate of Rs.24,430/- per month, with retrospective effect from April 1988. It is further submitted that rent at the said enhanced rate was regularly paid by the tenant, covering the arrears from 01.05.1988, as evidenced by Ex.R.3. The tenant continued to remit the rent at the rate of Rs.24,430/- per month consistently thereafter.

25.2 Further, according to the learned senior counsel for the landlord, the parties entered into another agreement for a long-term lease (Ex.R.2) under



C.R.P.No.1039 of 2021

which the monthly rent was fixed at Rs.28,095/- for the period from 01.10.1996 to 30.09.2001, with a stipulation for a 15% enhancement for every succeeding block of five years, continuing up to 30.09.2035. It is, however, submitted that although the tenant had, under Ex.P.2—letter, agreed to pay rent at the rate of Rs.24,430/- per month, he failed to pay or tender the rent during the pendency of the proceedings. This default is substantiated by the statement of accounts filed by the tenant himself, marked as Ex.R.3 and Ex.R.4.

25.3 It is further submitted that even after the deposit of 50% of the arrears of rent (Rs.8,50,000/-) as directed by this Court in C.R.P.(NPD) No.1308 of 2005 by order dated 09.01.2008, the tenant failed to pay the agreed monthly rent as per the arrangements mutually arrived at between the parties. Despite having paid rent at the rate of Rs.24,430/- per month, the tenant has now taken a complete ‘U-turn’, seeking to rely on the earlier lease agreement dated 06.08.1982 marked as Ex.R.1, to contend that the monthly rent payable was only Rs.6,500/-.

25.4 This conduct, according to the learned senior counsel for the landlord, clearly demonstrates a lack of bona fides on the part of the tenant. The tenant, being under a statutory obligation to pay or tender the agreed monthly rent regularly, cannot be permitted to take undue advantage of the



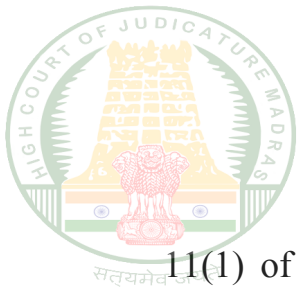
C.R.P.No.1039 of 2021

earlier agreement to justify his default. His act of squatting on the premises without paying the agreed monthly rent amounts to a wilful default, which must be adjudicated upon in light of his conscious failure to honour the payment terms, without any legitimate justification. Furthermore, the unilateral claim made by the tenant that excess payments were adjusted and retained by the landlord is devoid of merit and reflects a deliberate and wilful default in payment of rent.

25.5 In essence, the learned senior counsel for the landlord prays this court to reject the tenant's contention regarding excess payment and uphold the binding nature of the mutually agreed enhanced rent, applying the principle of estoppel under Section 115 of the Indian Evidence Act.

25.6 The learned senior counsel for the landlord in support of his submissions placed reliance on the following judgements of the Hon'ble Supreme Court **(i) N.S.M. Ahmad Jamalia Beevi v. D. Shah, (1997) 6 SCC 597;** **(ii) Maragathammal v. Kamalammal (2006) 8 SCC 152;** and **Mariyam Begum v. Basheerunnisa Begum, (2001) 8 SCC 230.**

25.7 In the case of **N.S.M. Ahmad Jamalia Beevi v. D. Shah, (1997) 6 SCC 597**, the Hon'ble Supreme Court categorically held that failure to deposit rent, without any valid reason or explanation, constitutes a breach of Section



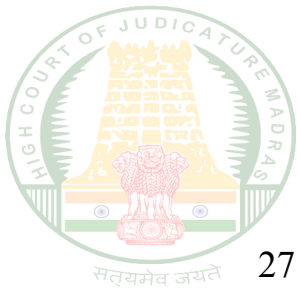
C.R.P.No.1039 of 2021

11(1) of the Rent Control Act and is a valid ground for eviction. The Court further held that such non-payment amounted to wilful default, thereby disentitling the tenant to the statutory protection under the Rent Control legislation. This decision reinforces the principle that the benefits of rent control cannot be claimed by a tenant who defaults in fulfilling the essential obligation of paying or depositing rent within the time prescribed by law.

25.8 In the case of **Maragathammal v. Kamalammal (2006) 8 SCC 152** Default in payment of rent, when deliberate and without any valid explanation, amounts to wilful default and is a valid ground for eviction under Section 10(2)(i) of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960

25.9 In case of **Mariyam Begum v. Basheerunnisa Begum, (2001) 8 SCC 230**, the Hon'ble Supreme Court held that a tenant's failure to deposit the rent during the pendency of proceedings, despite being directed to do so as a pre-condition to contest, amounts to wilful default, and such a tenant is liable to be evicted.

26. I have considered the rival submissions and also perused the available oral and documentary evidence.



C.R.P.No.1039 of 2021

27. Before proceeding further, this Court deems it appropriate to remind itself of the limited scope of interference available under its revisional jurisdiction. It is well settled that this Court is not entitled to reappreciate the evidence as if sitting in appeal. Interference is warranted only where the findings of the Rent Controller or the Appellate Authority are unsupported by any legal evidence, or where the impugned orders suffer from perversity, patent illegality, or result in manifest injustice. The correct test is not whether this Court would have arrived at a different conclusion, but whether the findings of fact are supported by any legal evidence on record.

28. The jural relationship between the respondent and the revision petitioner, as that of landlord and tenant, is not in dispute. The landlord initiated the rent control proceedings on the specific plea that the monthly rent for the demised premises was Rs.28,095/-, and that the tenant had failed to pay rent at the said rate for the period commencing from August 1998 to May 2000, despite repeated demands and claims for rent made by the landlord.

29. The rent payable for the period from the part of August, 1998 to May, 2000 at the rate of Rs.28,095/- per month worked out to be Rs.6,05,710/-. Though the default in payment of rent was alleged for the period, the fact remains that during the pendency of the original petition for eviction, in the

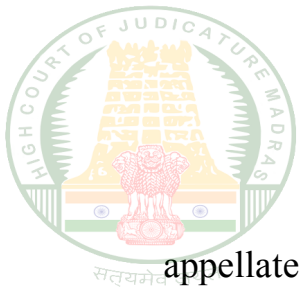


C.R.P.No.1039 of 2021

application under Section 11(4) of the Rent Control Act, the landlord claimed huge arrears of rent to the tune of Rs.10,83,325/- for the period from part of September 1998 to November 2001.

30. The tenant has categorically denied the allegation of wilful default in the payment of rent. It is the specific case of the tenant that they had merely offered to pay an enhanced rent of Rs.24,430/- per month, subject to the execution and due registration of a subsequent lease agreement that was proposed to be entered into between the parties on or before the end of July, 1997. However, as the said lease agreement was not registered within the stipulated time, the said offer did not culminate into a binding contract. Consequently, the tenant contends that the original terms of tenancy as set out in the registered lease deed marked as Ex.R1, executed in the year 1982, would continue to govern the parties. The tenant asserts that in the absence of a validly executed and registered subsequent lease agreement, the enhanced rent cannot be enforced, and therefore, no question of default, much less wilful default, would arise.

31. The rent controller by order dated 27.02.2002, allowed the Section 11(4)-application filed in M.P.No.462 of 2001 on merits and on appeal at the instance of the tenant, by judgement dated 04.06.2022, the rent control



C.R.P.No.1039 of 2021

appellate authority dismissed the appeal in R.C.A.No.181 of 2002 thereby confirmed the order of the rent controller. Aggrieved by the concurrent findings recorded by the rent controller and the rent controller appellate authority on the 11(4) application, the tenant moved a revision petition in C.R.P.No.1308 of 2005 which was disposed of by this court by order dated 09.01.2008, in the following terms:

“4. The Contest before the rent controller and before the appellate authority was, whether the tenant has to pay Rent at the rate of Rs.6,500/- or Rs.24,000/- p.m. from 1988 to 1996. If it is calculated at the rate of RS.24,000/-, the petitioner tenant has to pay a sum of Rs.23,04,00/- . If it has to be calculated at the rate of Rs.6,500/- p.m., the petitioner herein is liable to pay Rs.6,04,000/-. Instead of deciding the matter on merits, it would be more appropriate to direct the learned rent controller to dispose the main R.C.O.P. within a reasonable time. To this course, the learned counsel appearing for the petitioner as well as the respondent has no objection. But, however, the question is, till such period, what should be rent payable and also what should be the arrears payable by the petitioner. Both the counsel fairly conceded that 50% of the arrears of the amount could be directed to be deposited by the petitioner.



C.R.P.No.1039 of 2021

WEB COPY

5. Considering the submissions made by the learned counsel appearing for the petitioner as well as the respondent, the following order is passed:

(a) The petitioner shall pay 50% of the amount viz., Rs.8,50,000/- (Rupees Eight Lakhs and Fifty Thousand only) to the respondent within a period of 12 weeks from this date.

(b) The petitioner shall also continue to pay the rent at the rate of Rs.37,300/- p.m. from the month of February, 2008 till the disposal of R.C.O.P.No.864 of 2000.

(c) The learned rent controller (XV judge, Court of Small Causes) is directed to dispose R.C.O.P.No.864 of 2000 on or before 30th June, 2008.

6. With the above observations, the civil revision petition is ordered.”

32. The lease agreement marked as Ex.R.1, dated 06.08.1982, is a registered document executed between the landlord and M/s. Macneill and Magor Limited. According to the revision petitioner/tenant, they had subsequently taken over the said company and thereby claimed to have



C.R.P.No.1039 of 2021

assumed the rights and obligations under the said lease agreement. As per the terms and conditions stipulated in Ex.R.1, it was mutually agreed that the monthly rent payable for the demised premises would be a sum of Rs.6,500/- for the lease period commencing from 01.05.1986 to 30.04.1996. It was, however, the specific case of the landlord that despite the lease agreement (Ex.R.1), the monthly rent was enhanced to Rs.24,430/- and the tenant continued to pay the same to the landlord.

33. In light of the rival contentions, this Court has carefully examined the documentary evidence placed on record by both parties. Notably, under Ex.P.7, letter dated 04.05.1989 issued by the landlord, it is evident that the landlord had expressly communicated the enhancement of rent and demanded a sum of Rs.1,80,000/- towards arrears of rent. R.W.1 admitted in his cross-examination that, under Ex.P.2—letter, he paid the monthly rent at the enhanced rate of Rs.24,430/- pursuant to certain arrangements. R.W.1 has also admitted the receipt of Ex.P.7—letter from the landlord demanding enhanced rent. The letter also conveyed the revised rent structure – (1) The present rent for old area to be increased from Rs.6,500/- to Rs.10,000/- from 01.04.1987; (2) The rent for the extra portions as measured at Rs.0.65 per square feet for 22,200 square feet for which rent works out to Rs.14,300/- to be payable from 01.07.1987; (3)



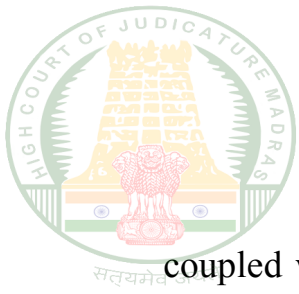
C.R.P.No.1039 of 2021

Deposit of Rs.1,00,000/- to be paid; (4) Rs.60,000/- to be paid for construction of straw shed. The landlord in the said letter has also conveyed that as on 04.05.1989, Rs.20,000/- towards the balance rent for March 1989 is due from the tenant.

34. This document (Ex.P.7) notably, was never disputed or controverted by the tenant at any point in time. The tenant's failure to respond or raise any objection to the said demand, particularly within the framework of a continuing tenancy, amounts to acquiescence and substantially reinforces the landlord's claim regarding the enhanced rent.

35. Furthermore, in Ex.P.9—being Forms No. 37 and 37-A filed by the landlord before the Income Tax Department, the landlord declared the existence of a lease agreement, stating the apparent monthly rent as Rs.24,430/-, with a clause for 15% escalation every five years up to 31.03.2036. Though these declarations are unilateral and self-generated, they reflect the landlord's consistent stand regarding the enhanced rent. When read in conjunction with Ex.P.7, and in the absence of any contemporaneous objection from the tenant, they lend further credence to the landlord's version.

36. Thus, the tenant's failure to deny or respond to the landlord's written communication demanding arrears of enhanced rent under Ex.P.7—letter,



C.R.P.No.1039 of 2021

coupled with the absence of any rebuttal evidence and the fact that the tenant paid the enhanced rent at the rate of Rs.24,430/- for a period, indicates that the tenant had, in fact, accepted the revised rent structure, either expressly or by conduct.

37. The tenant company – M/s. Kilbun Electrical Limited had, on their own accord, sent a letter dated 21.07.1997 addressed to the Secretary, *The Madras Pinjrapole*, which has been marked as Ex.P2. The relevant portion of the letter is extracted below for ready reference:

Lease of 37/374 Konnur High Road, Madras-12.

Considering that your is an philanthropic institution engaged in noble activity of animal welfare, in 1988, we offered to enhance the rent from Rs.6,500/- to Rs.24.430/- per month, when the long term agreement as finalized is executed and registered, effective April 1988 so that we will in turn be able to derive better utility, enabling further investment in buildings.

We have, from time to time, made substantial payments – on account to meet your requirements. However, in the absence of registration of the lease agreement, we



WEB COPY



C.R.P.No.1039 of 2021

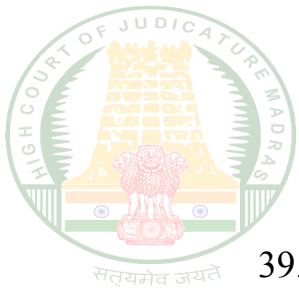
could not improve the usage and had to take up additional constructed area elsewhere to meet our requirements.

Now that it has been agreed to by all concerned, that the lease agreement will be registered before the end of July, 1997, we will be pleased to give the benefit to the Madras Pinjrapole at Rs.24,430/- per month from April, 1988. After adjusting on account payments so far made balance amount will be paid upon completion of registration.

As requested we are pleased to forward herewith cheque No.011968 dated 21/07/1997 for Rs.1,00,000/- (one lakh) towards rental advance, which may please be acknowledged.

Assuring you of our best co-operation.”

38. Though the first paragraph of the said letter may indicate that it was merely an *offer* for enhancement of the monthly rent from Rs.6,500/- to Rs.24,430/-, the third paragraph of the very same letter unequivocally records that it was agreed between the parties that the rent would be at the rate of Rs.24,430/- per month with effect from April, 1988.



C.R.P.No.1039 of 2021

WEB COPY

39. The letter marked as Ex.P.2, though couched in conditional terms, clearly reflects that the tenant agreed to pay an enhanced monthly rent of Rs.24,430/- per month. However, as per the tenant's version, the enhanced rate of rent was to come into effect only upon the registration of the second lease agreement entered between the parties, which was to be completed on or before the end of July 1997. It is an admitted fact that the said lease agreement was presented for registration only on 27.08.1997 and was not registered immediately due to the tenant's failure to pay the requisite stamp duty. The lease deed was, therefore, treated as a pending document. Eventually, upon payment of the necessary stamp duty by the tenant, the lease agreement (Ex.R.2) was registered on 07.03.2001 as Document No.740 of 2001 on the file of the Office of the Sub-Registrar, Purasawakkam.

40. Be that as it may, the registration of the document marked as Ex.R.2 would relate back to the date of its execution. However, the fact remains that under the second lease agreement (Ex.R.2), the tenant had agreed to pay a monthly rent of Rs.28,095/- for the period from 01.10.1996 to 30.09.2001, with a clause providing for a 15% increase in rent every five years, extending up to 30.09.2035. A perusal of Ex.R.2 clearly reveals that the tenant company agreed to pay the enhanced rent at the rate of Rs.28,095/- from 01.10.1996,



C.R.P.No.1039 of 2021

notwithstanding the fact that the lease agreement was formally executed only on 02.08.1997. It is also evident that the rent was paid in accordance with the agreed terms and continued thereafter.

41. In the meanwhile, as seen from Ex.P.2—the conditional letter dated 21.07.1997, the tenant had commenced payment of enhanced rent at the rate of Rs.24,430/- per month and continued to pay the same to the landlord. This fact is substantiated by the tenant's own documents, marked as Ex.R.3 and Ex.R.4.

42. A careful perusal of the statements of account filed by the tenant (Ex.R.3 and Ex.R.4) reveals that the tenant had started paying rent at the enhanced rate of Rs.24,430/- from May 1988 onwards and continued to pay the same for some time. Thereafter, the monthly rent was further enhanced to Rs.28,095/- as per the second lease agreement, and this rate continued until 30.05.2000. However, during the pendency of the rent control proceedings, the tenant stopped paying rent from 05.06.2000 and did not resume payment until 15.01.2004. Subsequently, the tenant claimed to have adjusted the rent against an alleged excess amount already paid, which he contended was contrary to the terms of the original lease agreement (Ex.R.1). According to the tenant, since the second lease agreement (Ex.R.2) was not registered on or before the end of July 1997, the monthly rent payable by them remained at Rs.6,500/- and not



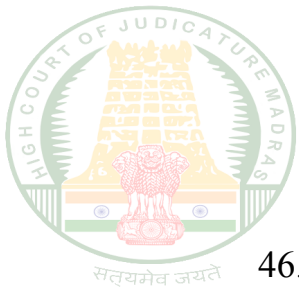
C.R.P.No.1039 of 2021

Rs.24,430/-, as per the condition stipulated under the letter dated 21.07.1997
(Ex.P.2).

43. It is relevant to note that, although the terms agreed upon between the landlord and the tenant under a registered lease agreement would ordinarily govern their rights and obligations, the subsequent conduct of the parties also assumes significance and cannot be disregarded while determining the nature of the tenancy and the agreed terms.

44. The conduct of the tenant in voluntarily addressing a letter offering enhancement of the monthly rent from Rs.6,500/- to Rs.24,430/- with effect from April 1988, and thereafter remitting rent at the enhanced rate, which was duly accepted by the landlord, clearly evidences a mutual arrangement between the parties that was acted upon. This conduct clearly attracts the principle of estoppel under Section 115 of the Indian Evidence Act, 1872, as the tenant, having enjoyed continued possession and acted upon the agreed terms, cannot now dispute the financial obligations arising therefrom.

45. The tenant, having derived the benefit of continued possession under the said arrangement, cannot now be permitted to approbate and reprobate namely, to accept the benefit of possession under one arrangement while simultaneously disowning the financial obligations arising therefrom.



WEB COPY

46. When the tenant had substantially acted upon the conditional letter marked as Ex.P.2, the mere delay in the presentation and registration of the second lease agreement cannot, by itself, nullify or dilute the binding effect of Ex.P.2. The parties had mutually agreed to an enhanced monthly rent of Rs.24,430/-, and the tenant had, in fact, paid rent at that rate for several years. Once the arrangement was acted upon and the enhanced rent was both paid by the tenant and accepted by the landlord, the tenant cannot now be permitted to resile from the agreed terms or take undue advantage of the delay in the formal execution and registration of the second lease agreement.

47. It is also pertinent to note that the second lease agreement (Ex.R.2) was presented for registration on 27.08.1997, with a delay of only 27 days from the stipulated deadline of 31.07.1997. Such a minor delay, in the absence of any demonstrated prejudice, cannot enure to the benefit of the tenant so as to dispute the binding nature of the agreed terms, particularly when those terms have been substantially acted upon by both parties.

48. That apart, the second lease agreement marked as Ex.R.2 remained pending for registration due to the tenant's failure to pay the requisite stamp duty. Upon payment of the deficit stamp duty and registration charges by the tenant, the lease agreement was eventually registered on 07.03.2001.



C.R.P.No.1039 of 2021

Notwithstanding the delay in registration, it is undisputed that both the landlord and the tenant had mutually agreed that the monthly rent would be Rs.24,430/-, and that the tenant had continuously paid rent at the said rate for several years. However, at a later stage, the tenant unilaterally began adjusting the rent, purporting to treat a portion of it as excess payment beyond what was allegedly agreed under Ex.R.1, and did so without any notice to, or consent from, the landlord.

49. Though the earlier lease agreement marked as Ex.R.1 was a registered document, it is evident that the landlord and tenant subsequently abandoned and waived the same by entering into a fresh agreement, under which they mutually agreed to revised terms, including the payment of enhanced rent. It is also significant to note that the tenant, in fact, paid rent at the enhanced rate in accordance with the revised terms for several years without protest or demur.

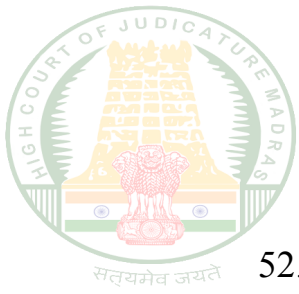
50. The conduct of the tenant clearly demonstrates that the earlier lease agreement marked as Ex.R.1 was, in effect, waived by mutual consent of the parties. Upon issuance of the conditional letter marked as Ex.P.2, the tenant voluntarily commenced payment of the enhanced rent without any protest, and such payments were accepted by the landlord. In view of the above, the tenant



C.R.P.No.1039 of 2021

is bound by his own conduct and is estopped from resiling from the subsequently agreed terms. This conclusion is further reinforced by the principle embodied in Section 115 of the Indian Evidence Act, 1872. The conduct of the tenant in making payment of rent as agreed under Ex.P.2 for several years clearly indicates that the earlier terms stipulated under Ex.R.1 stood waived by the tenant. Hence, having acted upon the revised terms for a considerable period, the tenant is estopped by his conduct from now turning back and disputing them.

51. While it is true that, under Sections 91 and 92 of the Indian Evidence Act, 1872, oral evidence cannot be adduced to contradict or vary the terms of a registered document, the subsequent conduct of the parties and their course of dealings cannot be ignored in assessing the true nature of the arrangement. When the parties have substantially acted upon the terms of Ex.P.7 and Ex.P2 by mutually agreeing to and giving effect to enhanced rent obligations, the tenant cannot now be permitted to contend that the rent payable must be determined solely on the basis of the earlier lease agreement i.e., Ex.R.1. The tenant is estopped from asserting that the enhanced rent was not binding, particularly when such rent was paid without protest and accepted by the landlord over a prolonged period.



C.R.P.No.1039 of 2021

WEB COPY

52. When a tenant takes the plea of adjustment of rent, and such plea is later found to be factually untenable, the failure to remit rent even during the pendency of proceedings would squarely amount to wilful default. It is a statutory obligation of the tenant to pay rent regularly and punctually, irrespective of any pending disputes. The landlord is under no legal duty to issue a demand each month or to initiate proceedings under Section 11 of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960, for every instance of default. Having paid the admitted rent without protest for a considerable period, the tenant, during the pendency of the rent control proceedings, suddenly took a 'U-turn' and unilaterally began adjusting amounts under the pretext of alleged excess payment, without actually remitting the agreed monthly rent. Such conduct, in the opinion of this Court, is not only in breach of the statutory obligation but also evidences wilful default.

53. Such conduct on the part of the tenant clearly constitutes wilful default and appears to be a calculated attempt to take undue advantage of the delay in the presentation of the second lease agreement for registration, which was contractually due by the end of July 1997. It is well settled that the act of presenting a lease deed for registration is a mutual obligation. While the tenant attributes the delay to the landlord's alleged failure to furnish the requisite



C.R.P.No.1039 of 2021

income tax clearance certificate, the landlord, in turn, contends that the tenant failed to tender the necessary stamp duty. In such circumstances, where both parties share responsibility for the procedural delay, the tenant cannot be permitted to take undue advantage of it, particularly when the rents have been paid as per Ex.P.2 for many years.

54. The mere fact that the second lease agreement was presented for registration only on 22.08.1997 cannot, by itself, constitute a valid ground for the tenant to deny the admitted arrears of rent. This is particularly so when the tenant has continued to occupy the premises belonging to a philanthropic institution engaged in the noble cause of animal welfare, and has withheld payment of rent under the guise of legally untenable defences.

55. The respondent/tenant, having enjoyed the benefits of continued possession under the revised terms including, possibly, an extended duration of tenancy or other favourable conditions, cannot be permitted to approbate and reprobate. In other words, he cannot accept the benefits arising from the arrangement and subsequently challenge its validity solely on the ground that the lease deed was not registered.

56. The Hon'ble Supreme Court and various High Courts have consistently held that where a tenant voluntarily pays enhanced rent without

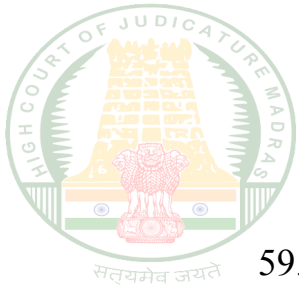


C.R.P.No.1039 of 2021

protest, and such rent is accepted by the landlord, the tenant is bound by his conduct and is estopped from subsequently taking a contrary position.

57. In the present case, the tenant seeks to resile from the agreed arrangement solely on the technical ground of non-registration, despite having paid the enhanced rent and continued in possession under the revised terms. Such a plea is not only untenable but is also contrary to well-settled legal principles governing estoppel and conduct-based obligations in tenancy matters.

58. Upon re-appreciation of the entire evidence on record, this Court finds no illegality or perversity in the concurrent findings recorded by the appellate authority, which determined that the tenant was liable to pay monthly rent of Rs.24,430/- from April 1988 until September 1996, and at Rs. 28,095/- thereafter, with subsequent increases as mutually agreed upon by the landlord and tenant under Ex.R2. This factual finding, being supported by cogent documentary evidence, is neither perverse nor contrary to law, and therefore, does not warrant any interference by this Court in exercise of its revisional jurisdiction. The point Nos.1 and 2 are answered accordingly against the tenant.



C.R.P.No.1039 of 2021

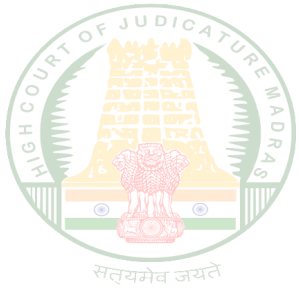
59. In view of foregoing discussions, this Court finds no merit in the revision petition, and the same is liable to be dismissed

In the result, the revision petition stands dismissed. No costs.

Consequently, connected MP is closed.

Index : yes / no
Neutral Citation : yes / no
kmk

26..06..2025

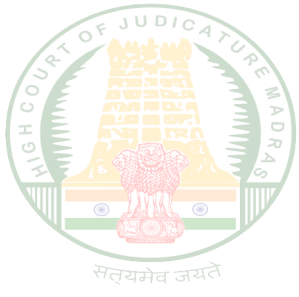


C.R.P.No.1039 of 2021

WEB COPY

To

- 1.The VIII Judge (Rent Control Appellate Authority),
Court of Small Causes, Chennai.
- 2.The XV Judge (Rent Controller), Court of Small Causes), Chennai.



WEB COPY



C.R.P.No.1039 of 2021

N.SATHISH KUMAR.J.,
kmk

Pre-delivery Order
in
C.R.P.No.1039 of 2021

26..06..2025