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CRP(NPD) No.3277 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Date : 30.07.2025

CORAM:

**THE HON'BLE MR.JUSTICE N.SATHISH KUMAR**

C.R.P (NPD) No.3277 of 2025

Harinath

... Petitioner

..Vs.

Apoorva Dadha

.. Respondent

**Prayer:** This Civil Revision Petition is filed under Section 25 of the Tamilnadu Buildings (Lease and Rent Control) Act, 1960 to set aside the fair and decreetal order dated 02.04.2024 made in RCA No.71 of 2021 on the file of the learned VIII Judge, Small Causes Court, Chennai, confirming the order of eviction dated 01.03.2021 on the file of the learned XII Judge, Small Causes Court, Chennai, made in RCOP No.1246 of 2015.

|                |                                                     |
|----------------|-----------------------------------------------------|
| For Petitioner | : Mr.Samir S.Shah<br>for M/s.Shah and Shah          |
| For Respondent | : Mr.M.Arunkumar<br>for M/s.Sampathkumar Associates |



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## **ORDER**

Challenge has been made to the order of the Appellate Authority allowing the rent control proceedings for eviction on the ground of willful default and the revision petitioner ceased to occupy the schedule property continuously for more than four years.

2. The respondent has filed rent control proceedings under Section 10 (2) (i) & 10(2) (vi) of Tamil Nadu Buildings (Lease and Rent Control) Act, 1960, whereby contending that the tenant was originally inducted to the premises by M/s. Dadha Estates Pvt. Limited and thereafter, the tenancy was attorned in favour of one M/s.Pokran Investments Pvt. Ltd., The tenant was paying the rent to M/s.Pokran Investments Pvt. Ltd. Thereafter, by a letter dated 01.11.2003, M/s.Pokran Investments Pvt. Ltd., attorned tenancy in favour of the landlord and the tenant was paying the rent to the landlord. The landlord has also filed an application for fixation of fair rent in RCOP No.909 of 2005 on 28.04.2005 and the same was allowed. But, the tenant has failed to pay the fair rent fixed by the Court. That apart, the premises was also kept vacant for more than 4 years. In the counter, it is admitted that



though originally he was inducted as tenant by M/s.Pokran Investments Pvt. Ltd., subsequently, as per their letter, the petitioner/tenant has paid rent to the landlord Apoorva Dadha with effect from 01.11.2003. Thereafter, he received a legal notice from the Income Tax Department informing him that the monthly rents have been attached and not to pay the monthly rent to the landlords. Now, the landlord claimed ownership and they have also break open the premises and removed the furnitures. Hence, the tenant is not liable to pay the rental arrears as he was prohibited by the statutory authorities. However, the Rent Controller allowed the petition and the same was confirmed by the Appellate Authority. Challenging the same, the present revision has been filed.

3. The learned counsel for the petitioner would submit that there is no jural relationship between the landlord and the tenant. Therefore, both the courts have not gone into that issue. Though it is fairly submitted that the possession had already been lost in the execution proceedings, the petitioner's only contention is that he was not a tenant under the respondent.

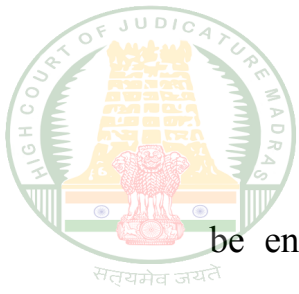
4. I have perused the entire materials.



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5. The contention that the revision petitioner is not a tenant, has no legs to stand. From the counter filed by the revision petitioner indicates that though he was originally inducted as tenant and paid rent to the M/s.Pokran Investments Pvt. Ltd., on their instructions, the tenancy has been attorned in favour of the respondent and he was paying the rent continuously to the respondent. Another curious aspect is that the respondent has in fact filed RCOP No.909 of 2005 for fixation of fair rent which has also been contested by the revision petitioner herein and the fair rent has been fixed. Having taken the stand that he was paying rent to the landlord and the fair rent proceedings also reached its finality, at this stage, the contention that he is not a tenant is not legally tenable.

6. As per the definition of the landlord, Clause 2(6) of the Tamil Nadu Buildings (Lease and Rent Control) Act,1960, "landlord" includes the person who is receiving or is entitled to receive the rent of a building, whether on his own account or on behalf of another or on behalf of himself and others or as an agent, trustee, executor, administrator, receiver or guardian or who would so receive the rent or



CRP(NPD) No.3277 of 2025

be entitled to receive the rent if the building were let to a tenant".

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According to the definition, even a person receiving the rent is a landlord, when the tenant himself has admitted that he is paying the rent to the landlord, the initiation of execution proceedings and on perusal of records indicate that the execution proceedings have also been completed and possession was also taken by the landlord. Hence, I do not find any merits in the writ petition.

7. In the result, this Civil Revision Petition is dismissed. No costs. Consequently, connected miscellaneous petition is closed.

**30.7.2025**

Index:Yes/No  
Internet:Yes/No  
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To

1. The VIII Judge, Small Causes Court, Chennai,
- 2.The XII Judge, Small Causes Court, Chennai,



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CRP(NPD) No.3277 of 2025

**N.SATHISH KUMAR,J**  
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**C.R.P (NPD) No.3277 of 2025**  
**and CMP No.18140 of 2025**

**30.07.2025**