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C.R.P.No.3007 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 07.10.2025

CORAM:

THE HONOURABLE MR.JUSTICE M.JOTHIRAMAN

C.R.P.No.3007 of 2025

and

C.M.P.No.16878 of 2025

Mr.Lourdhunathan Jayapauldas

... Petitioner

Versus

Mr.A.N.Balaji
Son of A.Narasiman
No.10, Indra Gandhi Road
Rajaipuram, Thriuvallur – 602 001

Represented by his Power Agent
Mr.J.Rajappa
Son of K.R.Jagannathan
No.10/F-3, Bharadiyar 2nd Street
South Pazhavandangal
Chennai – 600 114

... Respondent

Prayer:- Civil Revision Petition filed under Article 227 of the Constitution of India against the order dated 28.03.2025 made in I.A.No.6 of 2025 in O.S.No.8533 of 2022 on the file of XVI Additional City Civil Judge, Chennai.

For Petitioner : Mr.B.Narenkumar



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For Respondent : Mr.V.P.Raju

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ORDER

The unsuccessful defendant has preferred the present revision against the order dated 28.03.2025 passed in I.A.No.6 of 2025 in O.S.No.8533 of 2022 by the XVI Additional City Civil Judge, Chennai.

2. The above suit was filed for recovery of arrears of rent totalling to Rs.10,49,767/- together with interest at 24% p.a from the date of plaint till the date of realisation. The revision petitioner/defendant has filed an interlocutory application in I.A.No.6 of 2025 under Order VII Rule 11 of the Code of Civil Procedure,1908 seeking rejection of plaint. Upon hearing either side, the Court below vide order dated 28.03.2025 dismissed the application on the ground that the plaint *prima facie* discloses the cause of action and the question of limitation is a mixed question of fact and law. Aggrieved over the same, the defendant has instituted the present Civil Revision Petition.



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3. The learned counsel appearing for the revision petitioner would submit that Court below erred in holding that the plaint discloses cause of action and a plain reading of plaint shows that there is no cause of action and the plaintiff has not pleaded in the plaint regarding the period for which the defendant is liable to pay the rent after setting off the dues paid by him. It is only averred in the plaint that petitioner/defendant is a chronic defaulter in paying the rent and he had committed default since January 2016. The Court below also erred in not considering the provision of Section 52 of Limitation Act , which prescribes three years as the limitation to file the suit for recovery of rent amount whereas in the case on hand, the plaintiff claims payment of arrears of rent from 2016 onwards and the date of demand notice i.e., 24.04.2021 cannot be taken for computation of period of limitation. The learned counsel would further that the suit for recovery of rent is not continuing cause of action and it should not be equated with continuous breach, since every time the default occurs, new cause of action arises which is substantially different from continuous breach.



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4. Per contra, the learned counsel appearing for the respondent/plaintiff would submit that as per Section 22 of the Limitation Act, the delay can be condoned when the breach of contract is a continuous one and in the case on hand, the defendant committed default in payment of rent as he was continuously breached the contract and he is liable to pay the rent. The plaintiff has clearly pleaded in the plaint about the arrears of rent as well as cause of action for the institution of the suit and therefore, there is no necessity to interfere with the order of the Court below.

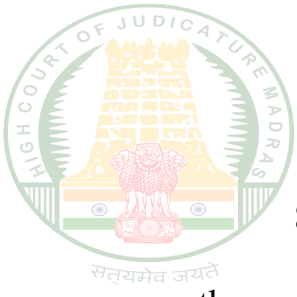
5. This Court carefully considered the rival submissions and also perused the materials available on record.

6. It is seen from Paragraph 21 of the plaint that the cause of action for the suit arose at the time of renting the suit property when the plaintiff and the defendant entered into an oral rental agreement on 30.09.2015. It is also stated that the defendant deposited a sum of Rs.1,50,000/- on 30.09.2015 as rental advance which will be repaid at the time of termination of tenancy. In the plaint, it has also been averred that on 30.09.2015, the defendant had



agreed for enhancement of rent at 5% of the prevailing rent for every consecutive renewal of the tenancy. Though the defendant agreed to pay the maintenance charges to the Chitra Avenue Flat Owners Association and agreed to deposit the monthly rent regularly into the plaintiff's ICICI Bank account, subsequently he committed default and even after several demands and requests through phone, e-mail and Whatsapp he has not paid the arrears and on the other hand, the defendant sent a legal notice to the plaintiff with untenable reasons and did not vacate the rental premises. The contention of the revision petitioner that there is no disclosure of cause of action and the arrears of rent cannot be claimed beyond the period of limitation can be gone into only during the course of trial. It is well settled that for rejection of plaint, the court must only look at the plaint to see whether it discloses the cause of action and the plea of the defendant cannot be looked into.

7. On a perusal of the plaint, *prima facie* it discloses a cause of action and the contention of the revision petitioners/defendant can be considered during the trial. Hence, there is no reason for this Court to interfere with the order of the Court below and this civil revision petition is liable to be dismissed.



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8. Accordingly, the Civil Revision Petition is dismissed. It is brought to the notice of this Court that the defendant has filed written statement, necessary issues were framed, plaintiff's side evidence completed and the case is now posted for defendant's side evidence. Considering the stage of the suit, the Court below shall dispose of the case as expeditiously as possible. Consequently, the connected miscellaneous petition is closed. There shall be no order as to costs.

07.10.2025

Index : Yes/No
Speaking order : Yes/No
Neutral Case Citation : Yes/No
gpa

To

XVI Additional City Civil Judge
Chennai.



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M. JOTHIRAMAN, J.

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