



WEB COPY



C.R.P.No.2151 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 16.04.2025

CORAM

THE HONOURABLE Ms. JUSTICE P.T. ASHA

C.R.P.No.2151 of 2024
and CMP.No.11411 of 2024

Hilal Basha

... Petitioner

Vs.

Masa Abdullah Basha

... Respondent

Prayer : Civil Revision Petition filed under Article 227 of the Constitution of India, praying to set aside the fair and final order passed in I.A.No.1 of 2024 in O.S.No.2601 of 2023 on the file of the V Assistant City Civil Court, Chennai, dated 26.04.2024.

For Petitioner : Mr.V.Sivakumar

For Respondent : Mr.T.Jayaramaraj

ORDER

Challenging the order dated 26.04.2024 passed in I.A.No.1/2024 in O.S.No.2601/2023 on the file of V Assistant City Civil Court, Chennai, the revision petition is filed.



WEB COPY

2. The revision petitioner is the defendant in the suit. The suit in O.S.No2601 of 2023 was filed before the City Civil Court, Chennai by the respondent-plaintiff to direct the defendant to quit and deliver vacant possession of the scheduled mentioned premises on the ground of non-cooperation in registering the lease agreement and willful default in paying the monthly rents. The revision petitioner/defendant was set exparte on 12.01.2024 for non-filing of written statement. Thereafter, the defendant had taken out an application in I.A.No.1 of 2024 to set aside the exparte order passed against him and to permit him to defend the case.

3. It is contended by the revision petitioner/defendant that the non-filing of written statement was neither willful nor wanton. According to him, the suit was posted for filing of written statement on 12.01.2024, on which date, he was out of station and hence, could not sign the written statement and present it before the Court.

4. The plaintiff/respondent who is the owner of the premises would submit that the revision petitioner had not paid the rents for quiet a period, which had accumulated to arrears of rent to the tune of Rs.2,24,000/-, and



WEB COPY

that he and his wife are solely dependant on the rental amounts so received, for their livelihood and their day to day expenditure. Accordingly, the said I.A was filed by the defendant/tenant only with an intention to prolong the suit proceedings. That apart, the defendant had appointed an Advocate who had come on vakalath as early as 12.06.2023, and the defendant who ought to have filed the written statement within 30 days, had not even attempted to file the written statement even after a lapse of 240 days. Hence, the plaintiff/land owner seeks dismissal of the said I.A.

5. The learned Judge by order dated 26.04.2024 has dismissed the I.A.No.01 of 2024, on the ground that the reason stated by the petitioner that he was out of station was not acceptable. However, the defendant/revision petitioner did not care to file his written statement for more than 7 months. Therefore, there is no bonafide on the part of the defendant to entertain the application filed by him.

6. Heard the learned counsel on either side.

7. When the revision was taken up for hearing on 04.06.2024, the



C.R.P.No.2151 of 2024

WEB COPY

learned counsel for the respondent/plaintiff has filed a counter *inter alia* contending that the defendant had defaulted in paying the monthly rent of Rs.16,000/- from February 2023 to May 2024, which comes to Rs.2,56,000/- , and adding interest to it, the accumulated rental arrears is Rs.3,17,440/-.

8. The learned counsel for the revision petitioner on instructions would submit that the defendant/revision petitioner undertakes to pay the principal arrear amount of Rs.2,56,000/-. Accordingly, on two occasions i.e., on 18.06.2024, initially he made a payment for Rs.2,00,000/- and on 10.07.2024, he made a payment for balance Rs.56,000/- by way of demand draft bearing No.023948 dated 09.07.2024 drawn on Bank of India.

9. After subsequent adjournments, the matter was taken up for hearing today (16.04.2025). The revision petitioner/defendant has filed an affidavit of undertaking dated 15.04.2025, intimating that he had entered into a rental agreement with respect to the subject property on 05.03.2022 and the rents were paid by him till March 2025, and that he would vacate the premises on or before 30.9.2025. The said affidavit is taken on file and the same is recorded.



C.R.P.No.2151 of 2025

WEB COPY

10. Recording the statement of the revision petitioner that he would vacate the premises on 30.09.2025, the civil revision petition is disposed of. It is needless to state that till the handing over of possession to the landowner/respondent, the revision petitioner/tenant shall pay the monthly rent on or before 10th of every succeeding English calendar month and even a single default would entitle the respondent to execute the decree to evict the revision petitioner from the schedule premises. No costs. Consequently, connected miscellaneous petition is closed.

16.04.2025

Index : Yes / No
Internet : Yes / No
Neutral Citation : Yes / No
ds

To:

- 1.The V Assistant Judge
City Civil Court, Chennai.
- 2.The Section Officer
VR Section, High Court, Madras.



WEB COPY



C.R.P.No.2151 of 2024

P.T. ASHA, J.

ds

C.R.P.No.2151 of 2024

16.04.2025