



C.R.P.No.3312 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 02.04.2025

CORAM :

THE HONOURABLE MR. JUSTICE A.D.JAGADISH CHANDIRA

C.R.P.No.3312 of 2024
and C.M.P.No.17722 of 2024

B.Gayathri Devi

... Petitioner

Vs

D.Usha Rani

... Respondent

PRAYER : Civil Revision Petition filed under Section 25 of Tamil Nadu Buildings (Lease and Rent Control) Act, pleaded to set aside the fair and decreetal order dated 16.04.2024 passed in RCA No.61 of 2023 on the file of the learned Rent Control Appellate Authority/VII Judge, Small Causes Court at Chennai, modifying the fair and decreetal order dated 13.02.2023 in RCOP.No.102 of 2018 on the file of the learned Rent Controller, XI Judge, Small Causes Court, Chennai.

For Petitioner : Mr.K.Sridhar

For Respondent : Mr.N.Rajkumar



C.R.P.No.3312 of 2024

WEB COPY

ORDER

This Civil Revision Petition has been filed against the order dated 16.04.2024 passed by the VII Court of Small Causes, Chennai, in RCA No.61 of 2023, modifying the order passed by the XI Court of Small Causes, Chennai in RCOP.No.102 of 2018 dated 13.02.2023.

2. The revision petitioner is the tenant and the respondent is the landlord. The learned XI Judge, Court of Small Causes, Chennai, by an order dated 13.02.2023 in RCOP.No.102 of 2018, had fixed the fair rent for the premises at the rate of Rs.15,418/- per month. Aggrieved over the same, the petitioner/tenant had filed an appeal in RCA No.61 of 2023 before the VII Court of Small Causes, Chennai and the learned Appellate Judge, by an order dated 16.04.2024, has partly allowed the appeal and modified the order passed by the learned Rent Controller, by fixing the fair rent at the rate of Rs.12,364/- per month. Against which, the present revision petition has been filed.

3. Pending the revision petition, the parties have arrived at a settlement and

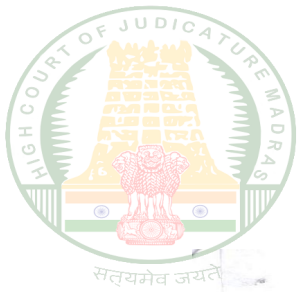


C.R.P.No.3312 of 2024

also agreed to enter into a fresh Rental Agreement, pursuant to which, the parties

have also entered into a Joint Memo of Compromise dated 02.04.2025. The Joint

Memo of Compromise filed by the parties is read as under:-



C.R.P.No.3312 of 2024

WEB COPY

1

PIE
21/4/25

IN THE HIGH COURT OF JUDICATURE AT MADRAS

C.R.P. No. 3312 of 2024

Mrs.B.Gayathri Devi
W/o. Mr. C.H.Vijayaraju
Shop No. 3, No. 20/1, 4th Cross Street,
United India Colony, Kodambakkam,
Chennai – 600 024.

Petitioner

-vs-

Mrs. D. Usha Rani
W/o. Mr. Diwakar
No. 20/11, 4th Cross Street,
United India Colony, Kodambakkam,
Chennai – 600 024

Respondent

JOINT MEMO OF COMPROMISE

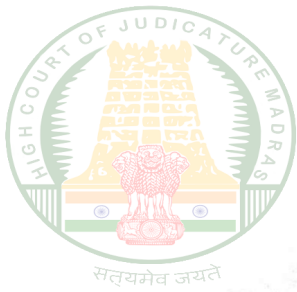
The Petitioner and the Respondent respectfully submit as follows:

1. The Petitioner is the tenant in respect of the non-residential portion in the ground floor of the premises at Shop No. 3, No. 20/1, 4th Cross Street, United India Colony, Kodambakkam, Chennai – 600 024, owned by the Respondent.
2. The Respondent filed RCOP No. 102/2018 before the Hon'ble XI Small Causes Court, Chennai seeking fixation of fair rent for the schedule premises, which was determined as ₹15,418/- per month by order dated 13.02.2023.
3. The Petitioner, aggrieved by the said order, preferred an appeal before the Hon'ble VII Small Causes Court, Chennai, in RCA No. 61/2023, wherein the fair rent was revised to ₹12,364/- per month by order dated 16.04.2024.
4. Aggrieved by the said order, the Petitioner filed the present Civil Revision Petition (CRP No. 3312/2024) before this Hon'ble Court, which is pending adjudication.

D. V. Gayathri Devi

1

[Signature]



C.R.P.No.3312 of 2024

WEB COPY

2

5. During the course of proceedings before this Hon'ble Court, the parties, at the instance of the Court, held discussions and arrived at an amicable settlement on the following terms:

a) The Petitioner has today paid a sum of ₹6,00,000/- (Rupees Six Lakhs only) to the Respondent by means of Demand Draft dated 24.03.2025 bearing No.030129 drawn on Union Bank of India, Kodambakkam Branch, Chennai. towards arrears of fair rent.

b) The Petitioner and Respondent have executed a fresh rental agreement dated 02.04.2025 fixing a monthly rent of ₹11,000/- (Rupees Eleven Thousand only) and the period of lease shall be commencing from 01.05.2025 and expiring on 30.04.2028.

c) The Petitioner has paid an advance deposit of ₹33,000/- (Rupees Thirty-Three Thousand only) to the Respondent, by means of Demand Draft dated 24.03.2025 bearing No.030130 drawn on Union Bank of India, Kodambakkam Branch, Chennai. equivalent to three months' rent, which shall be refunded upon termination of the lease, subject to adjustments.

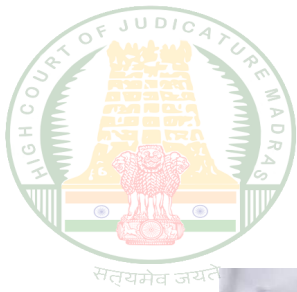
d) The Petitioner shall withdraw the present CRP No. 3312/2024 before this Hon'ble Court, and both parties agree not to revive any previous claims or disputes relating to the subject matter.

e) Both parties agree to register the lease deed before the Rent Authority as per the Tamil Nadu Regulation of Rights and Responsibilities of Landlord and Tenants Act, 2017, and the Petitioner shall bear the charges for the registration.

6. The parties have entered into this compromise voluntarily, without coercion or undue influence, and agree to abide by the terms herein.

2

B. V. Chaitan Dev



C.R.P.No.3312 of 2024

WEB COPY

3

7. In light of the above settlement, the Petitioner seeks leave of this Hon'ble Court to withdraw the present Civil Revision Petition in terms of the above compromise.

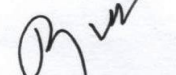
It is therefore humbly prayed that this Hon'ble Court may be pleased to record the present Memo of Compromise, permit the withdrawal of the Civil Revision Petition (C.R.P. No. 3312 of 2024), and pass such further orders as may be deemed fit and proper in the circumstances of the case.

Dated at Chennai on this 2nd day of April 2025.

B. V. Gopal Kumar
PETITIONER


RESPONDENT


COUNSEL FOR PETITIONER


COUNSEL FOR RESPONDENT

Petitioner Residence
No. 12, Gagan Street
Puliyur Puram
Kodambakkam
Chennai - 600024

4. Learned counsel appearing for both sides submitted that both the parties undertake to abide by the terms entered into in the Joint Memo of Compromise filed by them and executed a fresh agreement fixing a monthly rent of Rs.11,000/-

6 / 9



C.R.P.No.3312 of 2024

and their lease period commence from 01.05.2025 to 30.04.2028. Thereby, they

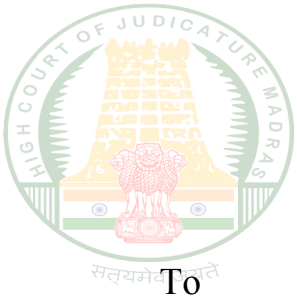
prayed that the revision may be disposed based on the Joint Memo of Compromise.

5. Having heard the learned counsel appearing for both sides and perused the materials available on record including the new rental agreement dated 02.04.2025, taking into consideration the Joint Memo of Compromise dated 02.04.2025 filed by both the parties and recording the submissions made by the learned counsels on both sides, this Civil Revision Petition shall stands disposed of. Consequently, the connected miscellaneous petition is also closed. No costs.

6. The Joint Memo of Compromise dated 02.04.2025 filed by the parties shall form part of the Court records.

02.04.2025

Index:Yes/No
Speaking/Non-speaking order
Internet:Yes
Neutral Citation:Yes/No
ham



C.R.P.No.3312 of 2024

To
WEB COPY

1. The Rent Control Appellate Authority/VII Judge,
Small Causes Court, Chennai.
2. The Rent Controller, XI Judge,
Small Causes Court, Chennai.



WEB COPY



C.R.P.No.3312 of 2024

A.D.JAGADISH CHANDIRA, J.

**C.R.P.No.3312 of 2024
and C.M.P.No.17722 of 2024**

**02.04.2025
1/2**