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C.R.P.[NPD].No.3004 of 2024
and C.M.P.No.16137 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 29.01.2025

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THE HON'BLE MR.JUSTICE N.SATHISH KUMAR

C.R.P.[NPD]No.3004 of 2024
and C.M.P.No.16137 of 2024

Saif Ullah

.. Petitioner

Vs.

Gopinath K.S

.. Respondent

Prayer: Civil Revision Petition filed under Section 227 of the Constitution of India pleased to set aside the order dated 04.07.2024 passed by the IV Additional City Civil Court at Chennai in R.L.T.A.No.64 of 2024 confirming the order dated 11.01.2023 in R.L.T.O.P.No.755 of 2021 on the file of X Small Causes Court, Chennai.

For Petitioner : Mr.N.Saravanan

For Respondent : Mr.S.Ashwini



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ORDER

This revision petition has been filed seeking to set aside the order dated 04.07.2024 made in R.L.T.A.No.64 of 2024 on the file IV Additional City Civil Court at Chennai confirming the order dated 11.01.2023 made in R.L.T.O.P.No.755 of 2021 on the file of X Small Causes Court, Chennai.

2.The revision petitioner was originally inducted as tenant in the respondent's property for a rent of Rs.15,000/- on 19.06.2013. Originally the lease period was 11 months and thereafter, the parties entered into subsequent lease agreements on 09.10.2013 , 31.05.2015 and 01.05.2016, wherein, the lease was periodically extended. It is the case of both the parties that an advance amount of Rs.15,00,000/- has been paid to the respondent/landlord. It is agreed by the both parties that in lieu of the interest on the advance, the rent has to be adjusted. Only in that context, the parties continued the relationship. After the enactment of TNRRRLT Act, 2017, the eviction petition has been filed by the respondent/landlord merely on the ground that the petitioner/tenant is not coming forward to enter into a



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new agreement as required under law. Both the Courts below found that as a lease deed has not been entered between the parties, it is the ground for eviction and irrespective of parties entering into the agreement, allowed the eviction. Challenging the same, the present Civil Revision has been filed by the petitioner/tenant.

3. When the matter came up before this Court on 20.11.2024, Mr.R.Srinivas, learned Senior Counsel would submitted that the petitioner is ready and willing to vacate the premises provided if the advance amount retained by the respondent/landlord is paid to the petitioner/tenant. Whereas, the learned counsel appearing for the respondent would submit that there was a huge damage caused to the building. According to the respondent the damages would come to the tune of Rs.13 Lakhs. As the issue was narrowed down to the issues as regards damages, this Court appointed an Advocate Commissioner to assess the damages with the assistance of a reputed Civil Engineer.

4. Pursuant to such order, the learned Advocate Commissioner filed



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his report indicating that the damages to the building would come around to a sum of Rs.5,77,650/-, which has been disputed by the respondent/landlord.

5.Be that as it may, when the matter is taken up for hearing on 28.01.2025, this Court taking note of the fact that already a civil suit in O.S.No.6313 of 2023 has been filed by the tenant for recovery of Rs.15 Lakhs, directed the respondents to deposit the considerable amount to the credit of the said civil suit.

6.Today, the respondent filed an affidavit before this Court agreeing to deposit a sum of Rs.7.5 Lakhs to the credit of the suit in O.S.No.6313 of 2023 pending on the file of XVIII Addl. City Civil Court, Chennai on or before 28.02.2025. The said affidavit is taken on record. Accordingly, the respondent is directed to deposit a sum of Rs.7.5 Lakhs to the credit of suit in O.S.No.6313 of 2023 pending on the file of XVIII Addl. City Civil Court, Chennai on or before 28.02.2025 as agreed by him before this Court, failing which the respondent will be proceeded for violation of undertaking given before this Court.



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7.As far the eviction order passed by the Court below is concerned, this Court is of the view that the law is well settled that when there was default on the part of the landlord or the tenant to enter into the agreement within a period of 575 days as per the TNRRRLT Act, a cause of action arises for eviction of premises. This position of law was settled by the judgment of this Court in S.Muruganandam Vs. J.Joseph., reported in 2022 SCC OnLine Mad 375. In such view of the matter, the order passed by the trial Court does not requires interference.

8.It is made clear that the report of the Advocate Commissioner shall be placed before XVIII Addl. City Civil Court, Chennai in O.S.No.6313 of 2023 and the Court below shall give opportunity to examine the Advocate Commissioner. It is also made clear that the tenant is directed to handover the keys of the building on or before 05.02.2025 to the landlord without fail. If the keys are not handed over, the Executing Court shall see that the vacant possession shall be handed over to the landlord within a week thereafter.



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N.SATHISH KUMAR, J.

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9.In the result, this Civil Revision Petition stands dismissed. No costs.

Consequently, connected miscellaneous petition is also closed.

29.01.2025

rst

Index : Yes/No

Internet: Yes/No

Speaking/Non-Speaking Order

To:

1.The Additional City Civil Court at Chennai.

2.The X Small Causes Court, Chennai.

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