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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23.07.2025

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THE HONOURABLE MR JUSTICE P.B. BALAJI

CRP.No.3167 of 2025
& CMP.No.17628 of 2025

S.Shalini

... Petitioner

Vs.

S.K.Magdoom Ali

... Respondent

Prayer: Civil Revision Petition filed under Article 227 of Constitution of India, to set aside the docket order dated 30.04.2025 in I.A.No.05 of 2023 in O.S.No.3709 of 2023 on the file of the XXII Additional City Civil Court, Chennai.

For Petitioner : Mr.P.Naveen

For Respondent : M/s.Inamdar Ameenur Rahman Salam

ORDER

The Civil Revision Petition has been filed to set aside the docket order dated 30.04.2025 in I.A.No.05 of 2023 in O.S.No.3709 of 2023 on the file of the XXII Additional City Civil Court, Chennai.

2.Heard Mr.P.Naveen, learned counsel for the petitioner and



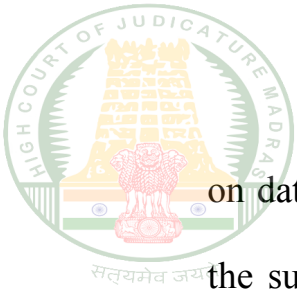
Mr. Inamdar Ameenur Rahman Salam, learned counsel for the respondent.

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3. Pending the suit for recovery of possession and arrears of rent and future damages for use and occupation, the respondent/plaintiff took out an interlocutory application, seeking attachment before judgment of the property, namely the movables belonging to the revision petitioner/tenant. In the said application, no counter affidavit was filed by the revision petitioner and the Trial Court has directed the revision petitioner to furnish security for a sum of Rs.11,02,000/- on or before 25.06.2025. The said order is under challenge in the present revision.

4. The learned counsel for the petitioner states that even according to the respondent/plaintiff, in terms of the rental agreement that has been relied on by the landlord, a sum of Rs.6,00,000/- has been paid as advance and the same is lying with the respondent/plaintiff and therefore, the Trial Court ought not to have directed security to be furnished in respect of the entire suit claim. He would therefore pray for the revision being allowed.

5. Per contra, the learned counsel for the respondent would state that as



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on date, the arrears is more than Rs.31,00,000/- and on the date of filing of the suit, the arrears being Rs.11,02,000/-, the said claim was made and in view of the said suit claim, the attachment before judgment was also restricted to the said sum of Rs.11,02,000/-. On going through the plaint, I find that the rental agreement entered into between the petitioner and the respondent has been relied on even by the respondent/plaintiff and the said agreement records the fact that the petitioner has paid an advance of Rs.6,00,000/- to the respondent/plaintiff.

6.In the light of the above, I am inclined to modify the order of the Trial Court, directing the revision petitioner to furnish security for a sum of Rs.5,02,000/- alone. It is also open to the respondent/plaintiff to move separate interlocutory applications, in order to claim the future rents that had become due and payable, pending the suit. The security shall be furnished within a period of four weeks from the date of receipt of a copy of this order. In the meantime, if any application is taken out by the respondent/plaintiff for recovering future arrears of rent or any directions in this regard, the said application shall also be disposed within a period of four weeks. In any event, considering that the suit is of the year 2023 and the



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respondent/plaintiff has sought for recovery of the premises belonging to him on the ground that there has been arrears of rent, the XXII Additional City Civil Court, Chennai, is directed to dispose of the suit within a period of three months thereafter.

7. With the above directions, the Civil Revision Petition is disposed of. There shall be no order as to costs. Connected Civil Miscellaneous Petition is closed.

23.07.2025

Speaking/Non-speaking : Yes/No

Index : Yes / No

Internet : Yes / No

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To

The XXII Additional City Civil Court, Chennai.

P.B. BALAJI.J.



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