



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 16-04-2025

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THE HONOURABLE MRS JUSTICE T.V.THAMILSELVI

SA No. 283 of 2025

and

CMP No. 8413 of 2025

M/s.Royal Meridian Impex (i) Pvt Ltd

Rep. by its Chairman/Managing

Director Mr.M.Arul Kumaran,

Appellant(s)

Vs

1. P.K.Thara

Rep. by her power agent T.Anuradha,

2. T.Anuradha,

Power Agent of P.K.Thara

Respondent(s)

PRAYER: - Second Appeal filed under Sec.100 of Civil Procedure Code, praying to set aside the Judgement and decree dated 10.04.2024 made in AS No.130/2023 on the file of XVII Addl. Judge, City Civil Court, Chennai confirming the Decree and Judgement dated 06.04.2023 made in OS No.4352/2022 on the file of XIX Asst. City Civil Court, Chennai

For Appellant(s): Mr. R.Rajamahendran



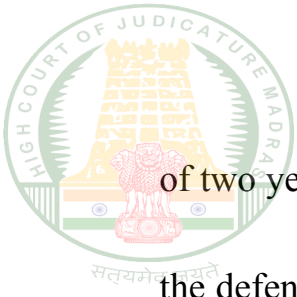
JUDGMENT

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Challenging the concurrent findings of courts below rendered in the judgement and decree passed in A.S.No. 130 of 2023 dated 10.04.2024 on the file of XVII Addl. Judge, City Civil Court, Chennai confirming the judgement and decree dated 06.04.2023 made in O.S.No.4352 of 2022 on the file of XIX Asst. Judge, City Civil Court, Chennai, the plaintiff had preferred this Second Appeal.

2. For the sake of convenience, the parties are denoted as per the ranking in the suit before the trial court.

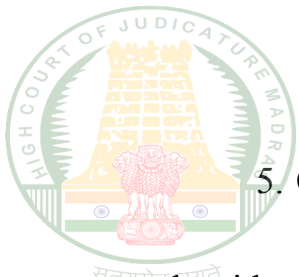
3. Before the trial court, the plaintiff filed a suit seeking for the relief of permanent injunction restraining the defendants from interfering and disturbing with the plaintiff's peaceful possession and enjoyment of suit premises except under due process of law against the defendants. The plaintiff entered a lease agreement on 15.12.2015 for five years with the 1st defendant in respect of suit premises for monthly rent of Rs.35,000/- with security deposit of Rs.3,50,000/- with 10% increase in rental amount. Subsequently, it was renewed for the period



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of two years and the plaintiff had paid the rent regularly without any default, but the defendants did not issue any receipt. While being so, the 2nd defendant, who is power holder of 1st defendant demanded to vacate without giving any prior notice. Hence, they come forward with the present suit.

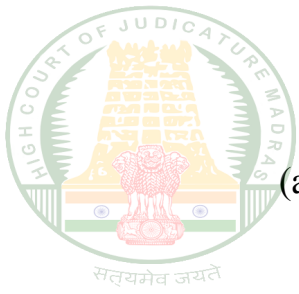
4. The defendants contested the suit by filing their written statement admitting the lease entered between them on 15.12.2015 for a period of five years and thereafter, for the period of two years, it was renewed. After that, the plaintiff not paid rent promptly and without their consent, the plaintiff altered the premises. Moreover, two months termination notice was issued only on 26.08.2022. According to plaintiff, he prayed for permanent injunction not to disturb peaceful possession and enjoyment of suit property except under due process of law and he would further content that the defendants have disconnected water connection and other amenities with the intention to evict him unlawfully. Those allegations are denied by the defendants. According to defendants, lift service was stopped due to some electrocution and they have not taken any illegal recourse to evict him.



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5. On considering both side submissions as well as evidence adduced on the side of both parties, the trial judge held that there is no cause of action arose to file the present suit, besides he committed wilful default nearly about three months in payment of rent even before filing the suit and the same was admitted by P.W.1 and also not proved that the defendants attempted to evict him unlawfully. Considering the said evidence, the trial judge dismissed the suit as the plaintiff deliberately failed to prove the cause of action. Furthermore, the trial judge held that defendants also already taken steps to evict him through due process of law, thus tenancy was terminated as per the terms of lease agreement. Against which, the plaintiff preferred an appeal in A.S.No. 130 of 2023, wherein the first appellate judge independently analysed the facts and evidence on record and finally concludes that the reasons assigned by the plaintiff for the cause of action as such is unbelievable, unsustainable one. Therefore, the findings of the trial judge is confirmed and dismissed the appeal. Challenging the said findings, the plaintiff preferred this Second Appeal.

6. The learned counsel for appellant prayed to set aside the findings of the courts below by raising the following grounds :-



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- (a) The trial court failed to appreciate that the documentary and oral evidence let in by the appellant. That the appellant has lodged a police complaint before the Sub-Inspector of Police, R1 Mambalam Police Station vide CSR No.219 of 2022 dated 06.06.2022 to prove the respondents' unlawful acts against the appellant to vacate the appellant.
- (b) The trial court failed to note that the respondents during the pendency of the suit in June 2022 and in August 2022 issued a legal notice and e-mail as 2 months notice to vacate the suit premises. Further, the lower court failed to note both notices are issued obviously by the relative to the respondents 1 and 2 but not as a landlord/power agent entered in rental agreement with the tenant is not a lawful person to issue the above said two notices are not valid before the eye of law and the order passed by the trial court is liable to be set aside.
- (c) The trial court has erred in law by misinterpretation of two notices issued by a person, who has not entered into any rental agreement with the appellant and has no right to issue such kind of notices to the appellant to vacate and hand over the rented premises. The lower court erred in law and passed an order vide para.21 in page 9 as “From the appreciation of the above admission of plaintiff and consideration of Ex.B4 and



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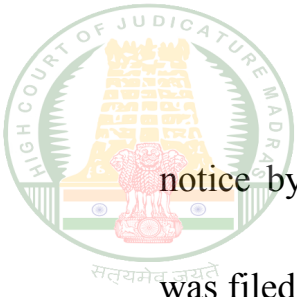


Ex.B5 it is clearly manifest that the defendants had contemplated legal action and taken recourse under law to terminate the tenancy and take possession of the suit” is liable to be set aside.

(d) The judgement of the trial court is completely biased and it suffers from grave legal and factual infirmities. Reason being the lower court passed an order with wrong inference based on the respondents allegations (1) as appellant made alteration of the suit premises without permission and conducted other business named 'Ocean Traders” not supported by filing of any exhibits by the respondents (2) lift service disconnected due to over supply of power and appellant illegally drawn power from common power supply also were not supported by filing of any exhibits by the respondents.

7. Heard and considered the submissions made by learned counsel for appellant and perused the materials available on record.

8. Considering the entire facts and circumstances, it would clearly reveals that there is landlady and tenancy relationship between plaintiff and 1st defendant and the same is an admitted fact. According to the 1st defendant/landlady, the plaintiff has not paid the rent promptly, thus she issued a



notice by terminating the tenancy on 26.08.2022. Thereafter, the present suit was filed by the plaintiff stating that amenities were unlawfully disconnected by

1st defendant/landlady, but there is no proof to that effect before the trial court.

Therefore, the trial judge rightly dismissed the suit as there is no cause of action arose and the same was confirmed by the first appellate judge, which needs no interference by this court. Hence, there is no substantial question of law involved for consideration of this Second Appeal. Accordingly, this Second Appeal is dismissed as no merit. No costs. Consequently, connected Civil Miscellaneous Petition is closed.

16-04-2025

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Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No

To

1. XVII Addl. City Civil Court, Chennai

2. XIX Asst. City civil Court, Chennai

3. Section Officer, VR Section, Madras High Court.



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