



C.R.P.Nos.3063 of 2024, etc.

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 30.07.2025

CORAM :

THE HONOURABLE MR. JUSTICE N. SATHISH KUMAR

C.R.P.Nos.3063, 3064, 3065, 3066 & 3231 of 2024

and

C.M.P.No.16526 of 2024

C.R.P.No.3063 of 2024 :

K.Ravikumar

... Petitioner

Vs.

1.W.M.M.Mahmood Asia

2.W.U.Nafeesa

3.S.H.Magdoom Mohamed

4.W.M.A.S.Zeenath Munawara

All represented by Power Agent

M/s.WavooMagdoom Realtors

Partnership Firm

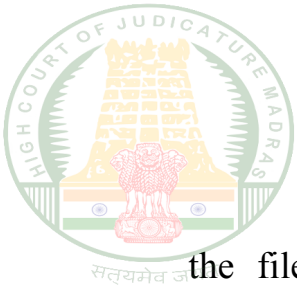
Represented by its Partner Mr.W.M.M.Maznavi

191, N.S.C. Bose Road,

Chennai – 600 001.

... Respondents

Prayer : Civil Revision Petition filed under Section 25 of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960, against the judgment and decree dated 22.04.2024 in M.P.No.3 of 2024 in R.C.A.No.58 of 2023 on



C.R.P.Nos.3063 of 2024, etc.

the file of the VII Small Causes Court cum Rent Control Appellate Authority, Chennai.

For Petitioners : Mr.Rajnish Pathiyil
For R1 to R4 : Mr.V.Sivakumar
for M/s.P.B.Ramanujam Associates

C.R.P.No.3064 of 2024 :

K.Ravikumar ... Petitioner

Vs.

1.W.M.M.Mahmood Asia

2.W.U.Nafeesa

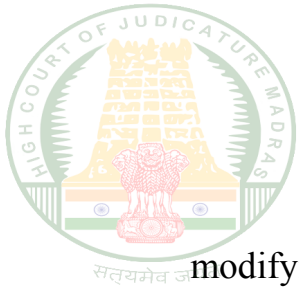
3.S.H.Magdoom Mohamed

4.W.M.A.S.Zeenath Munawara

All represented by Power Agent
M/s.WavooMagdoom Realtors
Partnership Firm
Represented by its Partner Mr.W.M.M.Maznavi
191, N.S.C. Bose Road,
Chennai – 600 001.

... Respondents

Prayer : Civil Revision Petition filed under Section 25 of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960, against the judgment and decree dated 22.04.2024 in R.C.A.No.58 of 2023 on the file of the VII Small Causes Court cum Rent Control Appellate Authority, Chennai,



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modifying the judgment and decree dated 28.11.2022 in R.C.O.P.No.1380
of 2017 on the file of the XI Small Causes Court, Chennai.

For Petitioners : Mr.Rajnish Pathiyil
For R1 to R4 : Mr.V.Sivakumar
for M/s.P.B.Ramanujam Associates

C.R.P.No.3065 of 2024 :

K.Ravikumar ... Petitioner

Vs.

1.W.M.M.Mahmood Asia

2.W.U.Nafeesa

3.S.H.Magdoom Mohamed

4.W.M.A.S.Zeenath Munawara

All represented by Power Agent

M/s.WavooMagdoom Realtors

Partnership Firm

Represented by its Partner Mr.W.M.M.Maznavi

191, N.S.C. Bose Road,

Chennai – 600 001.

... Respondents

Prayer : Civil Revision Petition filed under Section 25 of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960, against the judgment and decree dated 22.04.2024 in M.P.No.6 of 2024 in R.C.A.No.58 of 2023 on the file of the VII Small Causes Court cum Rent Control Appellate



C.R.P.Nos.3063 of 2024, etc.

Authority, Chennai, for fixation of fair rent.

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For Petitioners : Mr.Rajnish Pathiyil
For R1 to R4 : Mr.V.Sivakumar
for M/s.P.B.Ramanujam Associates

C.R.P.No.3066 of 2024 :

K.Ravikumar ... Petitioner

Vs.

1.W.M.M.Mahmood Asia

2.W.U.Nafeesa

3.S.H.Magdoom Mohamed

4.W.M.A.S.Zeenath Munawara

All represented by Power Agent
M/s.WavooMagdoom Realtors
Partnership Firm
Represented by its Partner Mr.W.M.M.Maznavi
191, N.S.C. Bose Road,
Chennai – 600 001.

... Respondents

Prayer : Civil Revision Petition filed under Section 25 of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960, against the judgment and decree dated 22.04.2024 in M.P.No.4 of 2024 in R.C.A.No.58 of 2023 on the file of the VII Small Causes Court cum Rent Control Appellate Authority, Chennai, for fixation of fair rent.



C.R.P.Nos.3063 of 2024, etc.

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For Petitioners : Mr.Rajnish Pathiyil
For R1 to R4 : Mr.V.Sivakumar
for M/s.P.B.Ramanujam Associates

C.R.P.No.3231 of 2024 :

- 1.W.M.M.Mahmood Asia
- 2.W.U.Nafeesa
- 3.S.H.Magdoom Mohamed
- 4.W.M.A.S.Zeenath Munawara

All represented by Power Agent
M/s.WavooMagdoom Realtors
Partnership Firm
Represented by its Partner Mr.W.M.M.Maznavi
191, N.S.C. Bose Road,
Chennai – 600 001.

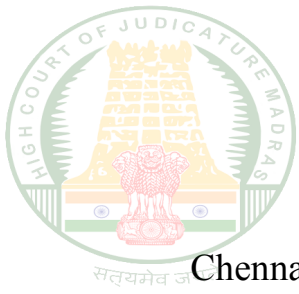
... Petitioners

Vs.

K.Ravi Kumar

... Respondent

Prayer : Civil Revision Petition filed under Section 25 of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960, against the judgment and decree dated 22.04.2024 in R.C.A.No.58 of 2023 on the file of the VII Small Causes Court cum Rent Control Appellate Authority, Chennai, partially modifying the judgment and decree dated 28.11.2022 in R.C.O.P.No.1380 of 2017 on the file of the XI Small Causes Court,



C.R.P.Nos.3063 of 2024, etc.

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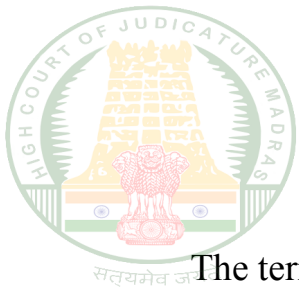
For Petitioners : Mr.V.Sivakumar
for M/s.P.B.Ramanujam Associates

For Respondent : Mr.Rajnish Pathiyil

COMMON ORDER

Challenge has been made to the judgment and decree passed by the VII Court of Small Causes, Chennai, (Rent Appellate Authority) in R.C.A.No.58 of 2023, dated 22.04.2024, modifying the order of the XI Court of Small Causes, Chennai, (Rent Controller), in R.C.O.P.No.1380 of 2017, dated 28.11.2022, and the orders passed in the miscellaneous petitions in the Rent Control Appeal, dated 22.04.2024.

2.Now, it is submitted by the learned counsel on either side before this Court that the parties have settled the matter and they have produced the joint memo of compromise, dated 30.07.2025, entered into between the parties. The parties are present today before this Court and they are identified by their respective counsel. It is seen that the parties have signed the joint memo of compromise in the presence of their respective counsel.



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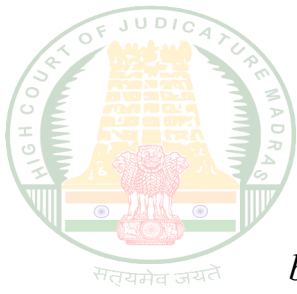
The terms of the compromise read as follows :

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“7.It is submitted that the Petitioner/Tenant shall pay in full and final settlement an amount of Rs.30,00,000/- (Rupees Thirty Lakhs only) to the Respondents, towards all claims including arrears of fair rent, interest, and any other monetary claims arising from RCOP No. 1380 of 2017.

8.It is further submitted that in the event the Petitioner fails to vacate and hand over vacant possession of the schedule mentioned premises on or before 30.11.2025 as agreed, the Petitioner shall be liable to pay the entire arrears of fair rent as fixed in the RCA order dated 22.04.2024, as tabulated supra in paragraph 4, without claiming the benefit of the present settlement.

9.It is submitted that on receipt of the said amount, the Respondents shall have no further claim whatsoever against the Petitioner in respect of the premises, and the fair rent fixed under the RCOP and RCA orders shall be treated as fully settled and satisfied. The respondents admits that there are no arrears of regular rent and that the petitioner has been prompt in payment of the rents till date. The petitioner shall stand fully discharged from any further payments and all disputes



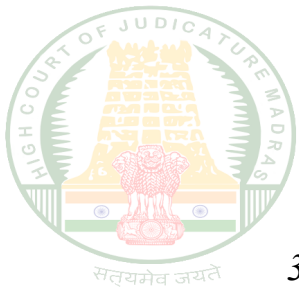
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between the parties are settled by this Memorandum of
WEB COPY *Compromise*

*10.The Petitioner/Tenant undertakes to pay the said Rs.
30,00,000/- in three equal monthly instalments, as under:*

<i>Sl. No.</i>	<i>Name</i>	<i>Date</i>	<i>Cheque No.</i>	<i>Amount (Rs.) After TDS</i>
1	M.M.Shahul Hameed Murshid	30/09/2025	006319	Rs.2,50,000/-
2	W.M.A.S.Zeenath Munawara	30/09/2025	006320	Rs.1,75,000/-
3	W.M.M.Mahmood Asia	30/09/2025	006321	Rs.1,66,667/-
4	W.U.Nafeesa	30/09/2025	006322	Rs.2,41,667/-
5	M.M.Shahul Hameed Murshid	31/10/2025	006323	Rs.2,50,000/-
6	W.M.A.S.Zeenath Munawara	31/10/2025	006324	Rs.1,75,000/-
7	W.M.M.Mahmood Asia	31/10/2025	006325	Rs.1,66,667/-
8	W.U.Nafeesa	31/10/2025	006326	Rs.2,41,667/-
9	M.M.Shahul Hameed Murshid	30/11/2025	006327	Rs.2,50,000/-
10	W.M.A.S.Zeenath Munawara	30/11/2025	006328	Rs.1,75,000/-
11	W.M.M.Mahmood Asia	30/11/2025	006329	Rs.1,66,667/-
12	W.U.Nafeesa	30/11/2025	006330	Rs.2,41,667/-

*10.It is submitted that the Petitioner undertakes to
vacate and hand over vacant possession of the Schedule
mentioned premises to the Respondents on or before*



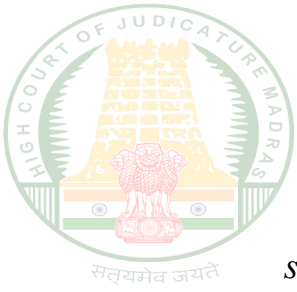
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30.11.2025. *In the event of his failure to do so, the Respondents shall be entitled to take recourse to such remedies as are available to them in law.*

11.It is submitted that the Petitioner further undertakes to pay monthly rent of Rs.1,00,000/- till the date of handing over possession. However, the Respondents have agreed not to charge any rent for the months of 1st September 2025 to 30th November 2025 and have waived their claim for rent for the said period as a part of the compromise that has been arrived at. The Respondents have also inspected the premises and found the same to be in good condition, save and except for normal wear and tear. They have expressed full satisfaction with the upkeep and maintenance of the premises by the Petitioner.

12.It is submitted that the parties agree that the existing advance/security deposit of Rs.20,00,000/- shall stand adjusted in favour of the Respondents towards the claim of fair rent calculated above, and the Petitioner shall have no claim for refund of the same. Since the advance/Security deposit is being adjusted towards claim of fair rent it would also become exigible to Income Tax and hence the petitioner is bound in law to deduct TDS. Accordingly, the Petitioner would remit only a



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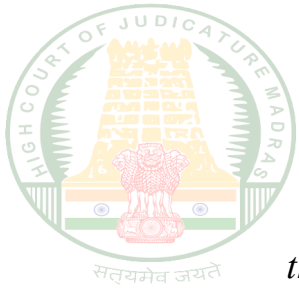
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sum of Rs.25,00,000/- as mentioned in Para 7 supra and remit a sum of Rs.5,00,000/- as TDS with the Income Tax Department in the same manner as is being hitherto done.

13.It has now been informed by the Respondents to the Petitioner that the Respondents have already filed a petition under the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (RLTOP), seeking recovery of possession of the schedule mentioned premises. The Petitioner agrees to submit an affidavit of undertaking agreeing to vacate the premises by 30.11.25; however, the Petitioner does not accede to any other reliefs in the said RLTOP and the Respondents waives all other reliefs in view of this settlement.

14.It is submitted that this compromise shall be binding on both parties, their heirs, legal representatives, executors, administrators, and anyone claiming through them.

It is therefore prayed in pursuance of the Joint Compromise Memo arrived between the Petitioner/Appellant/Tenant and the Respondents/Respondents/Landlords this Hon'ble Court may be pleased to pass appropriate Orders in



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the Revision Petitions by recording the compromise and pass such further or other orders as this Hon'ble Court may deem fit in the circumstances and thus render justice.”

3.It is submitted by the learned counsel on either side that the tenant has agreed to pay in full quit a sum of Rs.30,00,000/- (Rupees Thirty Lakhs only) and to vacate and hand over vacant possession to the landlord on or before 30.11.2025. The learned counsel for the landlord would submit that the cheques have been received by the landlord. The said submission is recorded. It is further submitted by learned counsel on either side that the tenant has agreed to pay a sum of Rs.1,00,000/- towards rent for the month of August, 2025 alone and the rents for the months of September, October and November, 2025, have been given up by the landlord. The said submission is also recorded. Learned counsel on either side would therefore, pray that these revisions can be disposed of in terms of the compromise.



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4. Accordingly, these Civil Revision Petitions are disposed of in terms of the joint memo of compromise, dated 30.07.2025, entered into between the parties. The terms of the compromise, dated 30.07.2025, shall form part of the order. No costs. Consequently, connected miscellaneous petition is closed.

30.07.2025

mkkn

Internet : Yes

Index : Yes / No

Speaking order : Yes / No

Neutral Citation : Yes / No

To

1. The VII Judge,
Court of Small Causes,
Chennai.

2. The XI Judge,
Court of Small Causes,
Chennai.

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



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N. SATHISH KUMAR, J.

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3066 & 3231 of 2024**



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30.07.2025