



A.S.No.39 of 2020

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 07.11.2025
PRONOUNCED ON: 24.11.2025

CORAM

THE HONOURABLE DR.JUSTICE A.D.MARIA CLETE

A.S. No.39 of 2020

K.Mangesh Kumar
S/o.Kundalic Rao,
No.130/19, East Sannadhi Street,
Chidambaram,
Chidambaram Taluk,
Cuddalore District.

... Appellant

Vs.

1. The District Collector,
Manjakuppam,
Cuddalore District,
Cuddalore 607 001.

2. The Tahsildar,
Kacheri Theru,
Chidambaram,
Chidambaram Taluk,
Cuddalore District.

... Respondents

PRAYER in AS: Appeal Suit filed under Section 96 of the Code of Civil Procedure, to set aside the judgment and decree dated 12.03.2019 passed in O.S.No.82 of 2017 on the file of the learned II Additional District and



A.S.No.39 of 2017

Sessions Judge, Chidambaram in respect of the dismissed portion and pass such further or other orders as are deemed fit and thus render justice.

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For Appellant: Mr.R.Gururaj, Advocate

For Respondents: Mr.M.Murali, Government Advocate

J U D G M E N T

Heard.

2.This appeal is directed against the judgment and decree dated 12.03.2017 passed by the learned II Additional District Judge, Chidambaram, in O.S. No. 32 of 2017.

3.For the sake of brevity, the parties are referred in this appeal as referred in the suit.

4.Briefly stated, the plaintiff's case is as follows: The plaintiff is the landlord of the terraced premises at Door No. 130, East Car Street,



Chidambaram Town. The defendant took the premises on lease for locating the Chidambaram Taluk Office. Following negotiations, the monthly rent was fixed at Rs. 1,58,290 on the basis of the Public Works Department's assessment. The tenancy commenced on 18.02.2015 and has continued till date.. The defendants were irregular in paying rent; on 07.04.2016 they made part-payments of Rs. 3,00,000 and Rs. 1,00,000, totalling Rs. 4,00,000. As on 17.03.2017, the total rent due for 25 months at Rs. 1,58,290 per month aggregated to Rs. 39,72,250; after deducting the part payment of Rs. 4,00,000, the balance due was Rs. 35,72,250. Despite receipt of legal notices of demand, the defendants did not respond. The suit was therefore instituted for arrears of rent up to 18.07.2017, amounting to Rs. 42,07,810, with liberty reserved to claim rent for subsequent periods.

5. Briefly stated, the second defendant (whose plea is adopted by the first defendant) contends that the premises were taken on 16.03.2015 and vacant possession was handed over on 31.03.2017. The plaintiff, it is said, refused to sign the handing-over letter dated 31.03.2017; an endorsement was recorded and a notice affixed at the premises. The Taluk Office was inaugurated on 04.03.2017 and commenced functioning in the new building



from 27.03.2017. There was no written lease, and the defendants deny any agreement to pay Rs. 1,52,290 per month. It was mutually agreed that rent would be finalised only after Government approval. Initially, the plaintiff allegedly requested Rs.1,00,000/- as monthly rent. The PWD later fixed the rent at Rs. 1,52,290, which, they say, exceeds Government norms even in developed urban areas and was therefore unacceptable to the Government. The plaintiff had, they assert, agreed to accept part payments pending the Government's final determination of rent.

6. In reply to the Written statement, the plaintiff denies that the defendants vacated the premises on 31.03.2017. He terms as false the plea that he refused to accept a surrender letter, noting that no such letter was thereafter sent and the keys were never returned, whether by post or otherwise. He states there was no reason for him to refuse possession and characterises the defendants' version as a concoction to evade liability. He further avers that articles and records of the Taluk Office remain on the premises. The objection that the PWD-assessed rent is excessive is described as an afterthought, raised only after prolonged occupation and after the suit was filed. He denies ever agreeing to a monthly rent of Rs. 1,00,000 and

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asserts that the arrears claimed are payable.

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7. Brief Facts of the Second Defendant's Additional Written Statement:

The defendants allege that the plaintiff deliberately, refused to take possession on 31.03.2017 with mala fide intention. He reiterates that in 2014 the plaintiff initially demanded Rs. 1,00,000 per month. They deny that any Taluk Office records or articles remained on the premises and asserts that the office shifted to its own building on 04.02.2017. The plaintiff allegedly issued a consent letter agreeing to accept rent as fixed by the Government and is therefore estopped from claiming the higher sum of Rs. 1,52,290 per month. The defendants express willingness to pay rent at the Government-approved rate.

8. The trial court framed the requisite issues and partly decreed the suit, awarding Rs. 20,50,000 with interest, after fixing the monthly rent at Rs. 1,00,000 for the period from 16.03.2015 to 31.03.2017. Aggrieved thereby, the plaintiff has preferred this appeal, reiterating the grounds urged before the trial court.



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9.Points for Determination in this Appeal:

- 1.What was the subsisting period of tenancy between the parties?
- 2.What was the monthly rent payable by the defendants to the plaintiff?
- 3.What is the total amount due and payable by the defendants to the plaintiff?
- 4.Whether the judgment and decree of the trial court warrant interference/are liable to be set aside?

Point No. 1:

10.The plaintiff asserts that the tenancy commenced on 12.02.2015 and continues even now. The defendants contend it began on 16.03.2015 and terminated on 31.03.2017. As to commencement, Ex. A4 records date of occupation on 16.03.2015. Apart from the plaintiff's self-serving assertion, evidence has been produced to support the claim that the tenancy commenced on 12.02.2015. Therefore, the commencement of tenancy is rightly determined as 16.03.2015.

11.The next issue concerns termination/surrender of tenancy. The



defendants contended that they surrendered vacant possession on 31.03.2017 by tendering the surrender letter (Ex. B3) to the plaintiff in person. The plaintiff allegedly refused to accept it, after which they affixed the notice on the outer wall of the premises and videographed the act. The Village Administrative Officer who accompanied the officials and tendered the letter was examined as D.W.2. The evidence shows that the refusal was followed by substituted service through affixture.

12. It is pertinent that the Taluk Office building nearby was inaugurated on 04.03.2017 and operations commenced in the new premises on 27.03.2017, a fact within the plaintiff's knowledge as a local resident. Though the plaintiff contended that no registered communication was sent, the mere absence of a registered notice does not alter the legal effect when the plaintiff refused to receive the surrender letter tendered in person.

13. On these facts, an implied surrender within the meaning of Section 111(f) of the Transfer of Property Act, 1882 stands established. Accordingly, it is concluded that the tenancy period existed from 16.03.2015 to 31.03.2017.



Point No. 2:

14. The plaintiff contended that the monthly rent was Rs. 1,58,890, as fixed by the Public Works Department, and that the defendants accepted this rate. The defendants deny any such agreement and stated they agreed to pay only the amount sanctioned by the Government. The defendants also rely on Ex. B1a photocopy of the plaintiff's letter offering the premises for temporary accommodation of the Taluk Office at a rent of Rs. 1,00,000 per month. The plaintiff satisfactorily explained the non-production of the original, stating it had been forwarded with the rent-sanction proposal.

15. Under Ex. B1, the plaintiff expressly agreed to lease the premises at Rs. 1,00,000 per month. Subsequently, though the PWD initially fixed the rent at Rs. 1,58,890/-, the Revenue Department refused to sanction it as the rate was higher compared to similar buildings in the vicinity. Thereafter, upon reconsideration, the PWD revised the rent to Rs. 1,00,000/-, in consonance with the plaintiff's initial acceptance (Ex. B6).

16. It is therefore established that the tenancy commenced at a monthly



rent of Rs. 1,00,000 and that is the legally payable rate.

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Point No. 3:

17. The plaintiff claimed Rs. 42,07,810 as arrears of rent. On determination:

(i) Tenancy period: 16.03.2015 to 31.03.2017 = 24½ months

(ii) Monthly rent payable: Rs. 1,00,000

(iii) Total rent payable: $24.5 \times 1,00,000 = \text{Rs. } 24,50,000$

(iv) Amount (Part) already paid: Rs. 4,00,000

18. Thus the balance amount payable: Rs. 24,50,000 - Rs. 4,00,000 = Rs. 20,50,000. Accordingly, the arrears of rent payable by the defendants are Rs. 20,50,000.

Point No. 4:

19. In light of the foregoing findings, no ground is made out to interfere with the trial court's judgment and decree. The trial court's findings are well-supported by evidence and require confirmation.



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20. In the result this appeal is dismissed with cost.

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Index: Yes / No

Speaking Order / Non-speaking Order

Neutral Citation: Yes / No

To

1. The II Additional District And Sessions Judge,
Chidambaram.
2. The District Collector,
Manjakuppam,
Cuddalore District,
Cuddalore 607 001.
3. The Tahsildar,
Kacheri Theru,
Chidambaram,
Chidambaram Taluk,
Cuddalore District.
4. The Section Officer,
V.R. Section,
High Court of Madras,
Chennai 600 104.



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DR. A.D. MARIA CLETE, J

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