IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 21.11.2025

CORAM

THE HONOURABLE MR.JUSTICE P.DHANABAL

C.S.No.10 of 2022
and Application No.1146 of 2024

Sri Ranganatha Industries,
Partnership Rep.by its
Managing Partner,
Rajagopalan.

Plaintiff

Vs.

M/s.Automotive and Industrial Seals Private
Limited,
Registered Office at
No.81-A, Trichy Main Road,
Ramalinga Madalayam Upstairs, Gugai,
Salem-636 006

And also at
M/s.Automotive and Industrial Seals Private
Limited,
No.206, SIDCO Industrial Estate,
Ambattur,
Chennai-600 098.

Defendant

Prayer: Civil Suit filed under Order IV Rule 1 of the High Court Original Side Rules, read with Order VII Rule 1 of Civil Procedure Code, to pay a sum of Rs.1,37,00,000/- (Rupees One Crore Thirty Seven Lakhs only) together with interest at 24% p.a. from the date of plaint till the date of realization and to pay the cost of the suit.

For Plaintiffs :Mr.A.Ilayaperumal

For Defendants : Mr.Velayutham Pichaiya

ORDER

This Civil Suit has been filed for recovery of money by directing the defendant to pay a sum of Rs.1,37,00,000/- (Rupees One Crore Thirty Seven Lakhs only) together with interest at 24% per annum from the date of plaint till the date of realization and to pay costs.

2. The brief averments of the plaint are as follows:-

The plaintiff is the absolute owner of the property bearing Shed No.206, SIDCO Industrial Estate (North Face), Ambattur, Chennai, and the defendant is a private limited Company and doing business in the name of M/s.Automotive and Industrial Seals Private Limited in the plaintiff's property. The plaintiff and the defendant entered into an agreement of lease dated 01.10.2016 for the entire property measuring 13,417 sq.ft with building constructed thereon and the defendant has entered into the said agreement of lease to run industry for manufacturing of automotive parts, oil seals, water seals etc., As per the said agreement, a sum of Rs.25,00,000/- was fixed as advance and the monthly rent was fixed at Rs.2,30,000/- from 01.10.2016 to 30.09.2017 and from 01.10.2017 to September 2019, monthly rent of Rs.2,50,000/- was fixed and for every two years, there has been enhancement of monthly rent of 10% was increased. After entering into the said lease agreement, the defendant has not paid the advance amount, however, took possession of the suit schedule property. Further, the defendant failed to make the monthly rent regularly and there are arrears of rent from the month of April 2017 to the tune of Rs.36,00,000/- as on 30.04.2018. When the plaintiff requested the defendant to pay the arrears of rent, the defendant has not paid the same. However, he continues the tenancy in the said premises. Thereafter, the plaintiff requested the defendant to vacate the premises for starting new industry by him during the month of October 2017 and the defendant also requested three months time to vacate. Even after expiry of the three months, the defendant refused to vacate the premises and failed to pay the monthly rent from April 2017. Thereafter, the plaintiff issued a legal notice dated 10.05.2018 calling upon the defendant to vacate the property within 15 days and thereafter, the defendant issued a reply notice dated 17.05.2018 with false allegations and again, the plaintiff issued a rejoinder on 31.05.2017 and after that, on 20.06.2018, the plaintiff approached the defendant and requested to vacate the premises and to pay the arrears of rent but the defendant failed to vacate the premises. Therefore, the plaintiff filed the petition before the District Munsif cum Rent Control Authority, Ambattur, in R.C.O.P.No.45 of 2018 for eviction. After filing of the said petition, the defendant has paid a sum of Rs.3,00,000/- on various dates. After filing of the application under Section 11(4) of the Act, in the rent control proceedings, the defendant paid a sum of Rs.17,00,000/- to the plaintiff through various D.D's on various dates and thereafter, the said R.C.O.P.No.45 of 2018 was allowed and against the said order, an appeal was preferred before the learned Sub Judge cum Rent Control Appellate Authority, Poonamallee in R.C.A.No.3 of 2021 and during the pendency of the appeal, the defendant paid a sum of Rs.10,00,000/-. Thereafter, the defendant filed C.R.P.No.1492 of 2021 and the same was also dismissed. The eviction order passed by the learned District Munsif cum Rent Controller, Ambattur has not been challenged at all til today and the same has become final. The Rent Controller Authority and the Appellate Authority have categorically held that the defendant is a willful defaulter and therefore, the plaintiff is entitled to recover the monthly rents from the month of April 2017 to November 2021 which comes around Rs.1,26,50,000/- and during the pendency of the proceedings, the defendant paid a sum of Rs.10,00,000/- and thereafter, paid a sum of Rs.17,00,000/-. The defendant is doing business in the rental premises and earning several crores of ruppees for every month. However, the defendant failed to pay the rental amount, even after the eviction order passed by the Rent Controller Authority on 26.08.2021. The plaintiff requested the defendant on several occasions to pay the arrears of monthly rent but the defendant failed to pay the amount and therefore, the plaintiff filed this suit. The defendant is liable to pay the rent from April 2017 to 15.03.2023 and the total due amount would come around Rs.1,37,00,000/-.

3. The brief averments of the written statement filed by the defendant are as follows:-

The subject property is situated in Ambattur which is lying within the jurisdiction of Tiruvallur and the defendant's registered office is at Salem and the factory premise is at Ambattur and this Court has no territorial jurisdiction to entertain the suit and the cause of action arose within the jurisdiction of Thiruvallur District Court and therefore, this Court has no jurisdiction to entertain the suit. The allegation that the property measuring 13,417 sq.ft with building measuring 9745 sq.ft is not correct. The plaintiff's Managing Partner, Raja Gopalan had played fraud upon this defendant's then Managing Director, Jeba Gurunadhan, in getting the aforesaid lease agreement dated 01.10.2016. Though it has been mentioned that the extent of building is measuring to an extent of 9745 sq.ft., actually only an extent of 4000 sq.ft of building is available on field. The quantum of rent was agreed for the building measuring 9475 sq.ft only. When the extent of building available on field is less than 9475 sq.ft., the plaintiff is not entitled to claim the same quantum of rent. The rental advance was fixed at Rs.25,00,000/- and the defendant has also paid the same. The monthly rent was fixed at Rs.2,30,000/- from 01.10.2016 to 30.09.2017 and the said amount was inclusive of service tax, which is presently GST. However, the said amount was fixed for the property with building measuring 9747 sq.ft and for the property with building measuring 4000 sq.ft. The plaintiff is bound to reduce the monthly rent proportionately when the building is not even half the extent mentioned in the lease agreement. The allegation that the defendant had taken the possession of the demised premises without payment of advance is denied and the plaintiff himself made an endorsement in the lease agreement acknowledging the receipt of aforesaid sum of Rs.2,50,000/-. The plaintiff has deliberately suppressed the fact that the plaintiff has not registered himself as service provider under Service Tax Act and subsequently under GST Act. The plaintiff's demand is illegal since the extent of building available on field is less than half of what is mentioned in the lease agreement but rent is being insisted without any statutory deductions both under Income Tax Act or under Service Law/GST and the defendant is bound to deduct 10% of the monthly rent towards TDS Charges and 18% towards GST Charges. The plaintiff issued a notice dated 10.05.2018 and the same was suitably replied on 17.05.2018 and the plaintiff once again issued a rejoinder dated 31.05.2018. It is admitted that the plaintiff has filed R.C.O.P.No.45 of 2018 and the Rent Controller also allowed the application vide order dated 29.01.2021 by directing the defendant to pay a sum of Rs.31,80,000/- towards arrears of rent. The defendant paid a sum of Rs.10,00,000/- to the plaintiff on 09.04.2021 and the defendant is entitled to deduct GST and the plaintiff is not entitled for enhancement of rent.

The calculation given by the plaintiff is erroneous and the defendant is not liable to pay the suit amount. There is no cause of action for the suit and the suit is liable to be dismissed.

4. Based on the above said pleadings, after hearing both sides and perusing the pleadings and records, this Court framed the following issues on 13.04.2022:-

"i. Whether the defendant is liable to pay a sum of Rs.1,26,50,000/- (Rupees One Crore Twenty Six Lakhs and Fifty Thousand only) together with interest at the rate of 24% per annum from the date of plaint till the date of realization as sought for in the plaint?

ii. Whether the defendant is bound to deduct 10% of the monthly rent towards the TDS Charges when the annual rent in excess of Rs.2,40,000/-?

iii. Whether the plaintiff is entitled to get an enhanced rent on the basis of unregistered lease agreement?

iv. Whether the plaintiff has any cause of action against the defendant?

v. Whether the plaintiff is entitled for the costs of the suit?

vi. To what other relief, the plaintiff is entitled to?"

5. After framing issues, the plaint was amended as the claim was enhanced to Rs.1,37,00,000/-, therefore the first issue is recast as follows:

(i) *Whether the defendant is liable to pay a sum of Rs.1,37,00,000/- (Rupees One Crore Thirty Seven Lakhs only) together with interest at the rate of 24% per annum from the date of plaint till the date of realization as sought for in the plaint?*

6. For effective disposal, this Court frames the following additional issue:

Whether this Court has territorial jurisdiction to entertain the suit?

7. The learned counsel appearing for the plaintiff would submit that the plaintiff is the owner of the factory building bearing Shed No.206, SIDCO Industrial Estate (North Face), Ambattur, Chennai and the same was purchased from Tamil Nadu Small Industries Development Corporation Limited through the Sale Deed dated 29.08.1990. While so,

the defendant approached the plaintiff for running industry to manufacture of automotive parts, oil seals and water seals etc., An agreement of lease was executed between the parties for the property measuring 13,417 sq.ft with building constructed thereon and measuring 9745 sq.ft on the thereabouts in SIDCO Industrial Estate, Ambattur, Chennai. As per the agreement, advance was fixed at Rs.25,00,000/- and the monthly rent of Rs.2,30,000/- was fixed from 01.10.2016 to 30.09.2017 and from 01.10.2017 to September, 2019, monthly rent of Rs.2,50,000/- was fixed and thereafter, there will be enhancement of monthly rent of 10% for every two years. Though there is a clause for payment of advance amount of Rs.25,00,000/-, the defendant has not paid the said amount and he has also failed to pay the monthly rents properly and there are arrears of monthly rent of Rs.36,00,000/- from April 2017 as on 30.04.2018. Inspite of repeated requests and demand made by the plaintiff, the defendant neither repaid the amount nor vacated the premises. The plaintiff also requested the defendant to vacate the premises and the plaintiff himself wanted to run the Industry in the aforesaid property, but the defendant failed to vacate the premises and thereby, the plaintiff filed the eviction petition before the Rent Control Authority and the same was also allowed. During the pendency of the eviction proceedings, the defendant paid a sum of Rs.3,00,000/-. As on the date of the plaint, there are arrears of monthly rent from April 2017 till November 2021. In the meantime, after filing of Section 11(4) application, the defendant paid a sum of Rs.17,00,000/- to the plaintiff through various Demand Drafts on various dates. During the pendency of the appeal before the Rent Control Appellate Authority, the defendant paid a sum of Rs.10,00,000/- and thereafter, has not paid any amount. The plaintiff is entitled to recover the arrears from April 2017 to 15.03.2023 and the total amount would come around Rs.1,37,00,000/- after deducing a sum of Rs.17,00,000/- Therefore, the defendant is liable to pay the suit amount. In order to prove the case of the plaintiff, the plaintiff examined P.W.1 and marked Ex.P1 to Ex.P41. On the side of the defendant, D.W.1 was examined and Ex.D1 was marked. The defendant admitted the lease agreement and the quantum of rent and therefore, they have to pay the suit amount. Therefore, he prayed for decreeing the suit.

8. The learned counsel appearing for the defendant would submit that as per the terms of the lease agreement, the tenancy was to commence from 01.10.2016 to 30.09.2021. It was agreed that the defendant had paid a sum of Rs.10,00,000/- towards security deposit and Rs.15,00,000/- towards additional interest free security deposit to be refunded at the time of termination of lease. For the period commencing from 01.10.2016 to 30.09.2017, the lessee shall pay every sum of Rs.2,30,000/- inclusive of service tax and on completion of 12 months (i.e.,) from 01.10.2017 to September 2019, an increased rent of Rs.2,50,000/- inclusive of service tax will be paid to the lessor. Then it will be renewable with increase of 10% for every two years. As per clauses 12 and 14 of the agreement, the lessees are entitled to deduct income tax or other taxes even during the subsistence of the lease and the lessees are evicted for any reason whatsoever, the lessor shall indemnify the lessees for any pecuniary loss, damages and expenses incurred by the

lessees together with interest thereon at 15% per annum from the date of such eviction. As per clause 20 of the agreement, if any dispute arises in regard to the construction of any terms of this agreement, the same shall be decided by the arbitration. Therefore, based on the said terms of the agreement, the defendant occupied the leased property in October 2016, but, the actual utilized space was 9745 sq.ft instead of 13,417 sq.ft. A promise made by the plaintiff that he would put up the building in the remaining area did not fructify till the eviction of the defendant from the premises. Therefore, the doctrine of suspension of rent is invoked for rejection of that portion of rent which was not utilized by the defendant. The production unit in the premises was interrupted due to various reasons such as spread of COVID-19, disconnection of power supply etc., which had resulted in heavy loss to the defendant during the relevant years. Therefore, the defendant is entitled to invoke doctrine of suspension of rent. The eviction order was passed by the Rent Controller by order dated 26.08.2021. In pursuance of the said order, the defendant was evicted from said premises on 15.03.2023. In the suit amount, the applicable tax and other taxes have not been deducted and therefore, the plaintiff is not entitled to the suit amount and the suit is liable to be dismissed.

9. This Court heard both sides and perused the materials available on record.

Issue No.IV and additional issue:

10. Since the additional issue and issue No.IV are in respect of territorial jurisdiction and cause of action, both the issues were taken as first. The plaintiff has filed the suit for recovery of money against the defendant. According to the plaintiff, the defendant approached the plaintiff for leasing out the property. Both of them agreed and the agreement of lease was executed between the parties and the execution of the lease agreement was not denied. Thereafter, according to the plaintiff, the defendant has not paid the rent amount properly as agreed in the lease agreement and thereby, the plaintiff filed the suit. As per the plaint, the

cause of action arouse on various dates and there are pleadings in respect of cause of action within the jurisdiction of this Court. The defendant in the written statement raised a plea that there is no cause of action for the suit, since the premises was situated outside the jurisdiction of this Court and the defendant's office is situated at Salem and therefore, there is no cause of action arose within the jurisdiction of this Court and this Court has no territorial jurisdiction to entertain the suit. It is an admitted fact that the property is situated outside the jurisdiction of the Court, but however, the cause of action according to the plaintiff arouse within the jurisdiction of this Court where the lease agreement which was marked as Ex.P1 was entered into on 01.10.2016 at Chennai and the plaintiff also filed an application before this Court to grant leave to file the suit and this Court also granted leave and the same has not been challenged by the defendant. Therefore, the cause of action arouse at Chennai and this Court has territorial jurisdiction to entertain the suit. Therefore, issue No.IV and additional issue is answered accordingly.

11. Issue No.2:

Whether the defendant is bound to deduct 10% of the monthly rent towards TDS Charges when the annual rent in excess of Rs.2,40,000?

The defendant raised a plea that as per the agreement, the monthly rent was fixed at Rs.2,30,000/- from 01.10.2016 to 30.09.2017 and from 01.10.2017 to September 2019, a sum of Rs.2,50,000/- inclusive of service tax was fixed and therefore, the defendant is bound to deduct 10% of the amount towards TDS charges, when the amount exceeds Rs.2.4 Lakhs per year. This Court also perused Ex.P1/Lease Agreement where in Clause 3 it has been stated as follows:-

"3. It is hereby agreed that the Lessee shall pay the rent as follows:-

a. For the period commencing from 01.10.2016 to 30.09.2017, the lessee shall pay, every sum of Rs.2,30,000/- (Rupees Two Lakhs Thirty Thousand Only) inclusive of *service Tax.*

b. On completion of 12 months, that is from 1st October 2017 on September 2019, an increased rent of Rs.2.5 Lakhs (Rupees Two Lakhs Fifty Thousand Only) inclusive of Service Tax will be piad to the lessor.

c. Then it will be renewable with increase of 10% for every two years."

Therefore, a bare reading of the said lease agreement makes it clear that the defendant has to pay a sum of Rs.2,30,000/- from 01.10.2016 to 30.09.2017 and from 01.10.2017 to September 2019, a sum of Rs.2,50,000/- inclusive of service tax. If any amount is due payable by the plaintiff towards the Government for taxes, it is for him to pay the amount and the defendant cannot deduct the amount and it is between the Government and the plaintiff and therefore, the defendant is not bound to deduct 10% towards TDS Charges. As per clause 12 of the agreement, the lessees are entitled to deduct income tax or other taxes which by law they are bound to deduct out of rent set out above , however, the defendant has not filed any calculation memo about the deduction of tax and therefore, if there is any arrears of tax, it is for the plaintiff to face the consequences from the concerned Government Authorities. Accordingly, the issue No.2 is answered.

12.Issue No.3:

Whether the plaintiff is entitled to get an enhanced rent on the basis of unregistered lease agreement?

According to the plaintiff, as per the lease agreement, from 01.10.2016 to 30.09.2017, the rent was fixed at Rs.2,30,000/- and from 01.10.2017 to September 2019, the rent was fixed at Rs.2,50,000/- and thereafter, the agreement will be renewable with increase of 10% for every two years, therefore, the plaintiff is entitled to 10% of increase from October 2019 till the date of handing over the possession. As per records, it is seen that the premises was handed over to the plaintiff on 17.03.2022. In this context, it is relevant to refer clause 3 of the agreement. As per clause 3(a) of the agreement, an amount of

Rs.2,30,000/- was fixed from 01.10.2016 to 30.09.2017 and as per clause 3(b), from 01.10.2017 to September 2019, a sum of Rs.2,50,000/- was fixed and as per clause 3(c), it will be renewable with increase of 10% for every two years. Therefore, on renewal, increase of 10% has to be paid by the defendant, but there is no renewal of the agreement. As per clause 1 of the agreement, time was fixed for five years which was commenced from 01.10.2016 to 30.09.2021. There was no renewal and the rent control proceedings are pending before the concerned Authorities. Though the time was fixed for five years, as per clause 3(c) of the agreement, 10% increase will be made only on renewal and therefore, there is no records to show that the lease agreement was renewed. In the absence of any renewal, the plaintiff is not entitled to increase of 10% for every two years in the rent on the basis of that agreement.

13. Issue No.1

Whether the sole defendant is liable to pay a sum of

Rs.1,37,00,000/- (Rupees One Crore Thirty Seven Lakhs only) together with interest at the rate of 24% per annum from the date of plaint till the date of realization as sought for in the plaint?

(i) The plaintiff has filed the suit as against the defendant for payment of Rs.1,26,50,000/- with interest at the rate of 24% interest per annum, subsequently the amount he prayed for payment of Rs.1,37,00,000/-. As per the calculation memo filed by the plaintiff/Ex.P35, on 01.09.2016, a sum of Rs.19,00,000/- was paid as advance amount and from 01.10.2016 to 30.09.2017, the rent payable is Rs.25,30,000/-, in which, the rent paid is Rs.13,80,000/- and due is Rs.11,50,000/- and from 01.10.2017 to 30.09.2019, the due rent is Rs.60,00,000/- (Rs.2,50,000 X 24) and from 01.10.2019 to 30.07.2021, the due rent (2,75,000 X 22) and enhanced rent of 10% is Rs.60,50,000/- and the rents paid during the pendency of 11(4) petition are Rs.3,00,000/- on 19.07.2019, Rs.1,50,000/- on 30.09.2019, Rs.1,00,000/- on 04.10.2019, Rs.1,50,000/- on 09.12.2020, Rs.5,00,000/- on 08.04.2021 and Rs.5,00,000/- on 09.04.2021. Therefore, the defendant paid a sum of Rs.17,00,000/- in total and the remaining amount would come to Rs.1,32,00,000/-. The arrears amount as on date 04.08.2021 is Rs.1,15,00,000/- and the advance amount payable is Rs.19,00,000/- and after deducting advance amount, the arrears amount would come around Rs.96,00,000/-.

(ii) As per clause 2 of the lease agreement/Ex.P.1, the lessees had paid the lessors a sum of Rs.10,00,000/- towards security deposit and also the lessees have confirmed an additional interest free security deposit of Rs.15,00,000/- before 31.01.2017. With this, a total amount of Rs.25,00,000/- will be refunded to the lessee at the time of termination of lease. In the plaint, the plaintiff has not stated about the alleged advance payment, however, the plaintiff admitted that as per the agreement, the defendant has to pay a sum of Rs.25,00,000/-. The plaintiff in the plaint stated that after entering into the lease agreement, the defendant had not paid the advance (i.e.,) security deposit and the defendant had taken the possession of the property, whereas, in the calculation memo, Ex.P35, the plaintiff admitted the receipt of Rs.19,00,000/- towards advance amount. Therefore, the plaintiff has to prove that he has not received the entire advance amount of Rs.25,00,000/- as mentioned in the agreement, but there is no evidence to prove the said contract and the conduct of the plaintiff by pleadings that no advance amount was received would show that the plaintiff has suppressed material facts. As per the agreement, the total advance amount is Rs.25,00,000/- and the defendant has pleaded that he paid a sum of Rs.25,00,000/- as security deposit and additional interest free security deposit and the plaintiff through Ex.P.35 admitted advance money of Rs.19,00,000/- therefore, the plaintiff ought to have deducted a sum of Rs.25,00,000/- towards advance money.

(iii) Further, this Court has already in previous issue decided that the plaintiff is not entitled to enhance the rent of 10% and thereby, the plaintiff from 01.10.2019 till the date of 17.03.2022 (i.e.,) date of handing over the key is entitled to the monthly rent of Rs.2,50,000/-. The plaintiff in the plaint admitted that there are arrears of rents from April 2017 to 30.09.2017 (i.e.,) six months. The plaintiff is entitled to Rs.2,30,000/- per month and for six months, the amount would come around Rs.13,80,000/- (Rs.2,30,000/- X 6). From 01.10.2017 to September 2019, the plaintiff is entitled to Rs.2,50,000/- per month and for 24 months, the amount would come around Rs.60,00,000/- and from 01.10.2019 to 17.03.2022 for 29 months, the plaintiff is entitled to Rs.2,50,000/- per month and the amount would come around Rs.72,50,000/- and in total, he is entitled to pay a sum of Rs.1,46,30,000/-. The plaintiff admitted the receipt of money during the pendency of the proceeding to the tune of Rs.3,00,000/-, Rs.17,00,000/- and another Rs.10,00,000/- and the aforesaid Rs.30,00,000/- has to be deducted form the total amount of Rs.14,630,000/- and the amount due would come around Rs.11,630,000/-. Apart from that, a sum of Rs.25,00,000/- paid by the defendant as advance amount has also to be deducted and thereby, the total amount due is Rs.91,30,000/- and the plaintiff is entitled to Rs.91,30,000/- (Rupees Ninety One Lakhs Thirty Thousand only). Though the plaintiff claimed a sum of Rs.1,37,00,000/- as due amount, there is no proper calculation filed by him and therefore, this Court calculated the amount based on the available records as indicated above. The plaintiff also prayed for interest at the rate of 24% per annum and there is no interest clause available in the agreement. However, there is a dispute between the parties in respect of space available in the land. As per the agreement, the rent includes service tax but the plaintiff has not produced any document to show that he has paid the service tax to the concerned Department. The defendant also pleaded that the space mentioned in the agreement is not available and therefore, this Court took into account of the fact that the period is covered under COVID-19 and the plaintiff is entitled to 6% interest from the date of plaint till date of realisation of the amount. Thus the issue No.(i) is answered.

(iv) According to the defendant, they are entitled to deduct the rent amount due to non-space available as per the agreement and is entitled to reduce the rent amount as per the doctrine of suspension of rent. The learned counsel appearing for the defendant relied upon the judgments in ***Surendra Nath Bibra vs. Stephen Court Limited*** reported in ***AIR 1966 Supreme Court 1361***, ***P.K.Koy vs. Sm.Bimala Mukherjee*** reported in ***1976 SCC Online Cal 149, Nilkantha Pati vs. Kshitish Chandra Satpati and other*** reported in ***AIR 1951 CALCUTTA 338, SM.Katyayani Debi***

vs. Udoy Kumar Das reported in ***AIR 1925 PRIVY COUNCIL 97***, ***Hakim Sardar Bahadur vs. Tej Parkash Sing*** reported in ***AIR 1962 PUNJAB 385***. By relying upon those judgments, he would submit that by applying the doctrine of suspension of rent, he requested to suspend the rent for the period of COVID-19, but the defendant in the written statement has not pleaded about inability due to COVID-19 and from the aforesaid judgments, it is clear that the doctrine of suspension of rent should not be regarded as a rule of justice, equity and good conscience in India in all circumstances. Such doctrine cannot be justified as a dependable rule to be adhered to notwithstanding hard cases. It will depend on the circumstances of each case whether a tenant would be entitled to suspend payment of the rent or whether he should be held liable to pay proportionate part of the rent. In the case on hand, there are no pleadings in respect of inability due to COVID-19 or any other reason and therefore, those judgments are no way helpful to decide the case in favour of the defendant.

14. Issue No.5:

Whether the plaintiff is entitled for the costs of the suit?

Normally, if the plaintiff succeeds in his suit, the costs will follow. In this case, the plaintiff has suppressed the advance amount received by him and also failed to pay the tax to the concerned Government Authorities and this Court also decide that the plaintiff is not entitled for money as claimed by him, therefore, the plaintiff is entitled for the proportionate cost.

15.Issue No.6:

To what other relief, the plaintiff is entitled to?

This Court in previous issue decided that the plaintiff is only entitled to Rs.91,30,000/- (Rupees Ninety One Lakhs Thirty Thousand only). with interest at the rate of 6% interest per annum from the date of plaint till the realisation of the amount. Apart from that amount, the plaintiff is not entitled to any other reliefs.

16. In the result, the civil suit is partly decreed and the defendant is directed to pay a sum of Rs.91,30,000/- (Rupees Ninety One Lakhs Thirty Thousand only) to the plaintiff with interest at the rate of 6% per annum within a period of two months from the date of receipt of a copy of this judgment. The plaintiff entitled to proportionate cost. Connected application is closed.

21-11-2025

ssb

Index:Yes/No

Speaking order/Non-speaking order

NCC:Yes/No

List of Witness:

Plaintiffs' side witness:-

R.Rajagopalan (P.W.1)

Defendants' side witness:-

M.Ramasubramanian (D.W.1)

List of Documents:

Sl.No	Date	Particulars of the Document	Remarks
Ex.P1	01.10.2016	Agreement of lease	Xerox Copy
Ex.P2	10.05.2018	Legal notice issued by the plaintiff	Hand copy
Ex.P3	17.05.2018	Reply notice issued by the defendant	Xerox copy
Ex.P4	31.05.2018	Rejoinder issued by the plaintiff	Hand copy
Ex.P5	06.07.2018	Petition in R.C.O.P.No.45 of 2018	Certified copy

Ex.P6	August, 2018	Affidavit and Petition in M.P.No.121 of 2018 in R.C.O.P.No.45 of 2018	Hand copy
Ex.P7	05.02.2019	Counter affidavit in M.P.No.121 of 2018 in R.C.O.P.No.45 of 2018 filed by the defendant	Certified copy
Ex.P8	28.03.2019	Additional Counter affidavit in M.P.No.121 of 2018 in R.C.O.P.No.45 of 2018 filed by the defendant	Certified copy
Ex.P9	02.07.2019	Order in C.R.P.No.2134 of 2019	Xerox Copy
Ex.P10		Memo No(s).2 filed by the defendant	Hand copy
Ex.P11	14.08.2019	Affidavit and Petition in M.P.No.75 of 2019 in R.C.O.P.No.45 of 2018 filed by the Defendant	Hand copy
Ex.P12	30.08.2019	Counter affidavit in M.P.No.75 of 2019 in R.C.O.P.No.45 of 2018 filed by the Plaintiff	Hand copy
Ex.P13	24.01.2020	Fair Order in M.P.No.75 of 2019 in R.C.O.P.No.45 of 2018	Certified copy
Ex.P14	24.01.2020	Decreetal Order in M.P.No.75 of 2019 in R.C.O.P.No.45 of 2018	Certified Copy
Ex.P15	17.02.2020	Order in Tr.C.M.P.No.64 of 2020 (Web Copy)	Xerox Copy
Ex.P16	13.10.2020	Affidavit and Petition in M.P.No.15 of 2020 in R.C.O.P.No.45 of 2018 filed by the Defendant	Hand Copy
Ex.P17	14.10.2020	Counter affjdavit in M.P.No.15 of 2020 in R.C.O.P.No.45 of 2018 filed by the plaintiff	Hand copy
Ex.P18	02.11.2020	Affidavit and Petition in M.P.No.29 of 2020 in M.P.No.15 of 2020 in R.C.O.P.No.45 of 2018 filed by the	Hand Copy

		Defendant	
Ex.P19	10.11.2020	Counter Affidavit in M.P.No.29 of 2020 in M.P.No.15 of 2020 in R.C.O.P.No.45 of 2018 filed by the Plaintiff	Hand Copy
Ex.P20	19.11.2020	Fair Order in M.P.No.15 of 2020 in R.C.O.P.No.45 of 2018	Certified Copy
Ex.P21	19.11.2020	Decreetal order in M.P.No.15 of 2020 in R.C.O.P.No.45 of 2018	Certified Copy
Ex.P22	19.11.2020	Fair Order in M.P.No.29 of 2020 in R.C.O.P.No.45 of 2018	Certified Copy
Ex.P23	19.11.2020	Decreetal Order in M.P.No.29 of 2020 in R.C.O.P.No.45 of 2018	Certified Copy
Ex.P24	09.12.2020	Counter Affidavit in R.C.O.P.No.45 of 2018 filed by the defendant	Hand Copy
Ex.P25	04.01.2021	Demand Draft Nos.2	Xerox Copy
Ex.P26	21.01.2021	Fair Order in M.P.No.121 of 2018 in R.C.O.P.No.45 of 2018	Certified Copy
Ex.P27	21.01.2021	Decreetal Order in M.P.No.121 of 2018 in R.C.O.P.No.45 of 2018	Certified Copy
Ex.P28	05.03.2021	Legal Notice issued by the plaintiff	Office copy
Ex.P29	15.03.2021	Acknowledgment Card Nos.2	Original
Ex.P30	19.04.2021	Fair Order in I.A.No.21 of 2021 in R.C.A.No.3 of 2021	Certified Copy
Ex.P31	19.04.2021	Decreetal Order in I.A.No.21 of 2021 in R.C.A.No.3 of 2021	Certified Copy
Ex.P32	05.07.2021	Affidavit and Petition in C.M.P.No.11753 of 2021 in C.R.P.(NPD).No.1492 of 2021	Hand Copy
Ex.P33	07.07.2021	Grounds in C.R.P.(NPD).No.1492 of 2021	Hand Copy
Ex.P34	08.07.2021	Order in C.R.P.(PD).No.1151 of 2021	Xerox

			Copy
Ex.P35	04.08.2021	Memo of Revised Calculation	Hand Copy
Ex.P36	26.08.2021	Fair Order in R.C.O.P.No.45 of 2018	Certified Copy
Ex.P37	26.08.2021	Decreetal order in R.C.O.P.No.45 of 2018	Certified Copy
Ex.P38	28.09.2021	Order in C.R.P(NPD).No.1492 of 2021	Certified Copy
Ex.P39	23.12.2021	Memo of Calculation	Office Copy
Ex.P40		Company Details	Web Copy
Ex.P41	01.04.2013	Deed of Partnership cum Retirement	Xerox Copy

Sl.No.	Date	Particulars of the Document
Ex.D1	17.10.2022	Notice

.

21.11.2025

P.DHANABAL, J

ssb

C.S.No.10 of 2022

21.11.2025