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CRP.No.4375 of 2024



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on:30.10.2025

Pronounced on:21.11.2025

CORAM

THE HONOURABLE MR.JUSTICE P.B.BALAJI

**CRP. No.4375 of 2024
and CMP. Nos.26857 & 24359 of 2024**

Miss.Rachel Pothurajulu

Petitioner(s)

Vs

Mrs.C.R.Kannikaparameshwari

Respondent(s)

PRAYER: This Civil Revision Petition is filed under Article 227 of the Constitution of India, to set aside the order dated 18.10.2024 passed by the learned IV Additional Judge, City Civil Court, Chennai in R.L.T.A. No.96 of 2024 confirming R.L.T.O.P. No.260 of 2022, order dated 28.03.2024 on the file of the learned XVI Judge, Small Causes Court.

For Petitioner : Mr.P.V.Balasubramaniam,
Senior Counsel for
M/s.BFS Legal

For Respondent : Mr.S.R.Rajagopal,
Senior Counsel for
Mr.L.Murali Krishnan

**ORDER**

The tenant before the Rent Court aggrieved by the order of eviction passed by the Rent Court and confirmed by the Rent Tribunal is the revision petitioner.

2. I have heard Mr.P.V.Balasubramaniam, learned Senior Counsel, the learned counsel for M/s.BFS Legal, for the petitioner/tenant and Mr.S.R.Rajagopal, learned Senior Counsel for Mr.L.Muralikrishnan, learned counsel for the respondent/landlord.

3. Pending the revision, the petitioner has also moved Miscellaneous Petition in CMP. No.26857 of 2025 for appointment of an Advocate Commissioner to send the original document viz., receipt dated 10.08.2017, which has been marked as Ex.P2 before the Rent Court and the Life Certificate annexed in Ex.P4, sale deed dated 10.08.2017 to the Forensic Department for examination and obtaining expert opinion regarding the authenticity of the signature alleged to have been affixed by the revision petitioner, by comparing the same with the admitted signatures in cheques dated 13.03.2017, 02.11.2018 and 13.02.2019.



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4. I have heard the Civil Miscellaneous Petition along with the Civil Revision Petition. The learned Senior Counsel Mr.P.V.Balasubramaniam, would first submit that there has been a total denial of any jural relationship of landlord and tenant and in such circumstances, the Rent Court did not have the jurisdiction to even decide the RLTOP in the first place. The learned Senior Counsel would also submit that it is a classic case of fraud where the original owner of the property is being projected as a tenant and is sought to be thrown out of the premises. The learned Senior Counsel inviting me to the Power of Attorney executed by the revision petitioner in favour of one Siddharth, in and by registered Power of Attorney in Doc. No.1907 of 2016, dated 10.06.2016, would submit that the said Power of Attorney has been misused to create a sale deed dated 10.08.2017, in and by which the property has been mischievously and fraudulently transferred to the mother of the power agent himself, that too, for a partly sale consideration of Rs.45,00,000/-. In this connection, Mr.P.V.Balasubramaniam, learned Senior Counsel would invite my attention to the sale deed under which the petitioner purchase the property way back in the year 2002, for a sum of Rs.19,89,535/- and by no stretch of imagination, any prudent would have parted with such



property situate in heart of city in Chennai for a throw away consideration of Rs.45,00,000/- in the year 2017.

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5. Mr.P.V.Balasubramaniam, learned Senior Counsel would further submit that the petitioner has already filed a suit in O.S. No.6374 of 2022, where the petitioner challenges the very Power of Attorney and Sale Deed, in and by which she has been divested of right, title and interest and pending the suit, the Rent Court and the Tribunal ought not to have proceeded to treat the petitioner as a tenant and passed an order of eviction. The learned Senior Counsel would further state that it is the specific case of the revision petitioner that her signature was obtained in blank papers and the same has been misused to bring about the alleged rental agreement, based upon which alone the eviction petition came to be filed before the Rent Court. He would therefore submit that when substantial and larger issues are to be decided in the Civil Suit filed by the petitioner, summary proceedings could not have been taken before the Rent Court and serious prejudice and injustice has been caused to the petitioner, by directing her to hand over possession of her own property.



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6. The learned Senior Counsel also submit that even pending the RLTOP before the Rent Court, the petitioner has filed an application for comparing Ex.P2 and Ex.P4 with admitted signatures and to obtain a report from the Forensic Expert. The Application came to be allowed by the Rent Court on 22.08.2023 and the respondent/landlord challenged the same in revision before this Court and this Court by order dated 29.01.2025 in CRP. No.3343 of 2023, at the instance of the respondent/landlord and this CRP. No.4375 of 2024, at the instance of the tenant, granted an interim stay of execution in the above revision and directed the Application regarding Forensic Examination to be taken out in the suit filed by the revision petitioner, after the rejection of plaint Application filed by the respondent/landlord. This Court also directed that subject to the orders passed in the reject the plaint application, the Civil Suit in O.S. No.6374 of 2022, shall be decided expeditiously and preferably, within a period of six months.

7. Challenging the said order of this Court granting an interim stay and directing the application under Order VII, Rule 11 CPC to be decided thereafter, subject to the orders passed therein, to decide the suit within a period of six months, the respondent/landlord moved the Hon'ble



Supreme Court in S.L.P.(Civil) No.8494 of 2025 on 02.09.2025. The

Hon'ble Supreme Court held that the High Court could have granted stay of the eviction alone and could not have issued any direction to decide the title suit in O.S. No.6374 of 2022. The Hon'ble Supreme Court therefore set aside the direction regarding expeditious disposal in O.S. No.6374 of 2022 alone and confirmed the order of interim stay granted by this Court in the above revision and this Court was also directed to decide this revision expeditiously. Referring to all these orders, Mr.P.V.Balasubramaniam, learned Senior Counsel would submit that when the Rent Court had permitted the examination of disputed documents with the admitted documents by the forensic expert and the Revisional Court also gave liberty to move the Application in the Civil Suit, the said order was challenged by the respondent before the Hon'ble Supreme Court and he would further state that the application of rejection of the plaint has also been dismissed. However, the petitioner is still not in a position to have the documents compared by the forensic expert, since the respondent has moved a revision challenging the dismissal of the reject the plaint application and has obtained stay in the said revision.



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8. It is under these circumstances, according to the learned Senior Counsel Mr.P.V.Balasubramaniam, the present CMP has been taken out for comparison of the disputed signatures in Ex.P2 and Life Certificate attached to Ex.P4 with the admitted signature which would throw light on the fraud committed by the respondent. The learned Senior Counsel would therefore pray for the CMP being allowed and the concurrent orders of eviction being set aside and he would also state that the matter could be remitted back to the Rent Court with further directions in the interest of all parties.

9. Per contra, Mr.S.R.Rajagopal, learned Senior Counsel appearing for the respondent/landlord would submit that the Rent Court as well as the Rent Tribunal have not committed any error warranting interference under Article 227 of the Constitution of India. The learned Senior Counsel would state that the power of attorney that has been executed by the revision petitioner is a registered instrument and the same is not even disputed by the petitioner herself. It is only the allegation of the petitioner that the sale deed has been brought about misusing the power of attorney executed by the petitioner and that the power agent has conveyed the property in favour of his own mother and that taking



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advantage of signed blank papers executed by the petitioner, the rental agreement has been brought about fraudulently and based on the same, the eviction proceedings has been instituted.

10. The learned Senior Counsel would further state that firstly, the power of attorney was executed on 10.06.2016 and the sale deed itself came to be executed and registered only after a year and two months on 10.08.2017 and the respondent has also mutated revenue records in her name, including electricity service connection, even as early as, in December 2017. Therefore, according to Mr.S.R.Rajagopal, learned Senior Counsel, the petitioner cannot feign ignorance of the fact that the property has been sold to the respondent as she is admittedly in occupation of property, paying the electricity consumption charges and when the records had already been mutated in the name of the respondent even in December 2017, the petitioner has not protested and has continued to pay the electricity consumption charges. He would further state that the rental agreement is also actually not disputed by the petitioner and it is a theory invented for the purposes of continuing to stay in the property by alleging that the petitioner had signed blank papers at the Sub Registrar Office, which has been misused to create the



rental agreement. In this connection, the learned Senior Counsel Mr.S.R.Rajagopal, would state that the rental agreement is dated 15.02.2018 and it clearly records the fact that the property has been sold to the respondent and the petitioner wanted some more time to vacate and hand over possession of the property conveyed to the respondent and only in such circumstances, the rental agreement was executed. He would also invite my attention to the letter sent by the respondent to the petitioner on 25.01.2022 as well as the legal notice dated 13.02.2022, both of which have not even been replied to by the petitioner. He would further state that only when the petitioner did not respond to both these communications in March 2022, the respondent was constrained to file the eviction petition in R.L.T.O.P. No.260 of 2022.

11. Pointing out to the date of institution of the suit, Mr.S.R.Rajagopal, learned Senior Counsel would submit that even thereafter the petitioner has chosen to file the suit challenging the sale deed only in August 2022 and did not take immediate steps to protect her alleged and imaginary rights in the property. The learned Senior Counsel would therefore state that the Rent Court being a creature of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and



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Tenants Act, 2017 (in short 'TNNRRRLT Act') is obligated only to conduct summary proceedings and decide eviction applications filed by the landlords and in the given facts and circumstances, both the Rent Court as well as the Rent Tribunal, according to Mr.S.R.Rajagopal, learned Senior Counsel have passed well-reasoned orders and the same does not require any interference.

12. As regards CMP filed for obtaining report from the Forensic Department in respect of the disputed documents, Mr.S.R.Rajagopal, learned Senior Counsel would submit that being summary proceedings, the scope of the application for eviction cannot be expanded before the Rent Court and if at all the petitioner want such comparison, it can be only before the Civil Court in the pending suit. He would also point out that the direction in this regard, passed by this Court, giving liberty to the petitioner to file the application in her suit, subject to the decision of the reject the plaint application has become final and therefore, the very same application cannot be maintained before this Court in the present revision petition. He would therefore pray for the dismissal of the revision petition and the Civil Miscellaneous Petition.



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13. I have carefully considered the arguments advanced by the learned Senior Counsel on both sides.

14. It is not in dispute that the revision petitioner was the original owner of the property. It is also an admitted fact that the revision petitioner executed a registered power of attorney in favour of the respondent's son on 10.06.2016. The general power of attorney empowers the power agent to deal with the property including sale. Though it is vehemently and strenuously contended by Mr.P.V.Balasubramaniam, learned Senior Counsel for the petitioner that the power of attorney was executed for a specific purpose of creating a mortgage in favour of the third defendant in the suit, one Mr.K.Ragavendra Rao, on a perusal of the power of attorney, I do not find any such covenants. If really the purpose of the power of attorney was only to execute a mortgage, then there was no reason for the petitioner to empower the power agent to sell the property as well.

15. Be that as it may, the case of the revision petitioner is that on the date of the executing the power of attorney, the petitioner has also signed several blank papers at the advice of the third defendant for whom



the property was supposed to be mortgaged. In fact, on reading of the plaint, I find that even in December 2021, the plaintiff claims to have knowledge, according to the plaintiff that the property has been conveyed in favour of the respondent herein and when the plaintiff pleaded with the third defendant, according to the plaintiff, the third defendant had assured that he would repay the loan and get the sale deed cancelled and return back the plaintiff's original documents. It is the case of the plaintiff that the third defendant has also given a letter dated 12.12.2021 in this regard. In the plaint as well, I find that the plaintiff admits receipt of the letter from the respondent on 25.01.2022, regarding the tenancy and the requirement of the premises by the respondent. Equally, the receipt of the lawyer's notice on 13.02.2022, is also admitted even in the plaint filed by the petitioner. The reasons for not responding to the said letter and legal notice as claimed by the petitioner is that the third defendant has taken the responsibility to handle the same and she did not send any reply on her own account.

16. In the plaint, I also find that the plaintiff alleges that the power of attorney is fraudulent and based on the same, the power agent has sold the property to the respondent herein, who is none else than the mother



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of the power agent and therefore, the sale deed is false and fabricated and not valid in the eye of law. The petitioner also alleges in the plaint that she has not appointed the power agent to deal with the property and that she has not received any sale consideration. In the light of the above, firstly having admitted to the execution and registration of the power of attorney, it is not open to the petitioner to contend that the power of attorney itself is fraudulent. If at all, it is the case of the petitioner that the property has been sold and she has not received any consideration, the only remedy available to the petitioner is to seek for accounts from the power agent and not to seek cancellation of the sale deed itself. However, in view of the pendency of the suit making several allegations against the defendant therein, including the respondent herein, I do not deem it necessary or proper to go into greater detail with regard to the allegations surrounding the execution of the sale deed. It is a matter for trial in the said suit filed by the revision petitioner.

17. Coming to the present eviction proceedings, it is the specific case of the respondent that after purchase of the property, the petitioner wanted some more time to vacate and handover vacant possession and, in such circumstances, the petitioner has executed a rental agreement on



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15.02.2018 for a period of 11 months. The respondent has sent a letter requesting the petitioner to vacate on 25.01.2022 for which admittedly, there is no reply. A legal notice was issued on 13.02.2022 calling upon the petitioner to vacate has also been received by the petitioner and not replied. The excuse sought to be given by the petitioner that the third defendant would take care and therefore, she did not reply, is not believable. Even in December 2021, she came to know about the execution of the sale deed and she has not taken any steps to challenge the sale deed immediately. Even when she received a letter calling upon her to vacate and atleast on that date, the petitioner came to know that she is being termed as a tenant in the property and when a lawyer's notice was also issued, soon thereafter, after a gap of one month as well, the petitioner only chose to sleep over the matter. This led to filing of the RLTOP for recovery of possession in March 2022 and only in August 2022, after a lapse of five months, the petitioner has filed O.S. No.6374 of 2022, challenging the sale deed as null and void and for relief of permanent injunction to protect her possession of the suit property.

18. The petitioner's case is that she signed blank papers in the Sub Registrar's office at the time of execution of the power of attorney have



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been misused to bring about the rental agreement. This leads to the irresistible conclusion that the petitioner does not dispute her signature in the rental agreement. The case of the petitioner was only that she signed blank papers in June 2016, which have been misused by the respondent to bring about the rental agreement on 15.02.2018. I find that the rental agreement is signed on a non-judicial stamp paper of Rs.100/-. The said stamp paper has been issued on 15.02.2018. The rental agreement is also dated 15.02.2018. The defence projected by the petitioner that she signed blank papers at the Sub Registrar's office while executing the power of attorney stands falsified by the mere fact that the rental agreement is on non-judicial stamp paper which has been issued only 15.02.2018. This non-judicial stamp paper could not have been issued in the first place in June 2016, leave alone the petitioner claiming that she signed blank papers on the said date and such papers have been misused to bring about the rental agreement. Therefore, the theory projected by the petitioner that blank papers signed by her in June, 2016 at the Sub Registrar's Office when she went there to execute the power of attorney has been misused and fabricated to bring about the rental agreement clearly falls the ground. In such view of the matter, the tenancy between the petitioner and the respondent can only be assumed and presumed to be valid. In



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fact, the petitioner has been called upon to vacate not just once, but twice within a span in gap of two months and the petitioner has not even chosen to reply to the said letter and notice. If really, the petitioner has been cheated and fraud has been played upon her to snatch away her valuable property, then no prudent owner would sit idle, when such a letter claiming that she is a tenant and calling upon her to vacate, is issued. Even after the eviction petition was filed in March, the petitioner has proceeded to file the suit only in August 2022, after a lapse of five months. Therefore, a lot needs to be said about the conduct of the petitioner. In any event, since the Civil Suit is pending, it is always open to the petitioner to canvass all her claims and rights in the said Civil Suit. However, mere pendency of the said Civil Suit cannot come in the way of the respondent exercising her right to seek recovery of possession under the Rent Act.

19. I have gone through both the orders of the Rent Court as well as the judgment of the Rent Tribunal and they have rightly found that it is not open to the petitioner to disown the rental agreement and also finding that the petitioner has not produced any oral or documentary evidence to establish the alleged circumstances pleaded in defence, proceeded to find



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that there has been a failure to enter into a tenancy agreement, after coming to force of the new Rent Act, thereby entitling the respondent to an order of recovery of possession of the tenanted premises. The Rent Tribunal has also independently discussed the facts and circumstances and found that the defence projected by the petitioner was unbelievable and, in any event, such imaginary claims were also not proved by the petitioner, by letting any material evidence. The Rent Tribunal also found that mere pendency of the suit cannot come in the way of the respondent seeking eviction, since, unless the document is declared as null and void or invalid by a competent Court, the respondent is entitled to exercise all rights available as purchaser and landlord. I do not find any infirmity or illegality in any of the findings arrived at by the Rent Court and confirmed by the Rent Tribunal, warranting interference in revision.

20. Coming to CMP. No.26857 of 2025, as rightly contended by Mr.S.R.Rajagopal, learned Senior Counsel, liberty has already been granted to the petitioner to move necessary application in the pending suit filed by the petitioner and moreover, I find that the documents that are challenged are only the Life Certificate and receipt for payment of



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sale consideration, both of which have no relevance insofar as the present dispute pertaining to jural relationship of landlord and tenant is concerned. The Courts have concurrently found that the rental agreement dated 15.02.2018 is valid and in view of the discussions made herein above, I have also affirmed the said findings regarding the validity of the said lease agreement dated 15.02.2018. In such circumstances, in order to decide the present revision, I do not find that the documents that are sought to be compared are going to be of any assistance. It is always open to the petitioner to seek for comparison of the disputed signatures with admitted signatures in her pending Civil Suit, which liberty has already been granted by this Court in the earlier round of litigation.

21. In fine, this Civil Revision Petition and the Civil Miscellaneous Petition are dismissed. The petitioner shall vacate and hand over the vacant possession of the tenanted premises on or before, 31.01.2026. No costs.

21.11.2025

rkp

Index : Yes / No

Internet : Yes / No



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To:

1. The IV Additional Judge, City Civil Court,
Chennai.
2. The XVI Judge, Small Causes Court,
Chennai.



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P.B.BALAJI, J.,

rkp

Pre-delivery order in
CRP. No.4375 of 2024
and CMP. Nos.26857 & 24359 of 2024

21.11.2025