



C.R.P.No.4962 of 2024

WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 07.01.2025

CORAM :

THE HON'BLE MR.JUSTICE V.LAKSHMINARAYANAN

C.R.P.No.4962 of 2024
and CMP.No.27929 of 2024

SRK Restaurant Private Limited,
Rep. by its Managing Director,
Mrs.S.Vanitha Kumari
W/o.Senthil Kumar,
No.1/6 & 1/7, Bazaart Road,
(Opp. MMM Hospital),
Mugappair East, Chennai – 600 037.

.. Petitioner

Versus

T.Wilson Thomas

.. Respondent

Prayer: Civil Revision Petition filed under Article 227 of the Constitution of India to set aside the order dated 22.08.2024 made in R.L.T.O.P.No.24 of 2022 on the file of Rent Controller cum District Munsif Court at Ambattur in rejecting the document and consequently direct the Rent Controller cum District Munsif Court at Ambattur to receive the rejected document as evidence and mark the same as exhibit in R.L.T.O.P.No.24 of 2022.



WEB COPY



C.R.P.No.4962 of 2024

For Petitioner : Ms.P.Vanitha
for Mr.A.Rajarajan

For Respondent : Mr.C.Iyyapparaj

ORDER

This Civil Revision Petition challenges the order passed by the learned Rent Controller cum District Munsif, Ambattur in R.L.T.O.P.No.24 of 2022 dated 22.08.2024.

2.The civil revision petitioner is the tenant and the respondent is the landlord. R.L.T.O.P.No.24 of 2022 has been presented seeking for eviction of the tenant on the ground that it attracts the provisions of Sections 21(2)(a), 21(2)(b), 21(2)(c) and 21(2)(d) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 [TNRRLT Act]. For the purpose of disposal of this revision, I need not delve deep into the facts of the case. Suffice it to state that there is no dispute in the jural relationship or in the extent and occupation of the property.



C.R.P.No.4962 of 2024

WEB COPY

3. According to the parties, the tenant had to pay advance of Rs.65,00,000/- and a monthly rent of Rs.6,50,000/-. The period of tenancy was between 01.07.2016 and 31.05.2017.

4. Alleging that the tenant had not entered into a fresh agreement and further had defaulted in payment of rents and had also sub-let the property, R.I.T.O.P. came to be filed. The tenant has filed a detailed counter resisting the eviction petition.

5. During the course of cross examination of P.W.1 the landlord, the tenant produced a printout of Bank statement issued by M/s.HDFC Bank, Mogappair East Branch. On the basis of this document, he wanted to substantiate the payment of Rs.30,00,000/- in favour of the landlord. The landlord admitted to the transfer of amounts. He deposed that the payment was towards arrears of rent and not towards advance. The tenant wanted to mark the bank statement as a document. It was opposed by the landlord.



C.R.P.No.4962 of 2024

6.The ground on which it was opposed was that out of 283 pages of Statement of Accounts, what had been produced before the Court was only the 82nd page of the Accounts.

7.The learned Rent Controller acceded to this objections. However, he granted liberty to the civil revision petitioner to mark the document during the course of his examination.

8.Aggrieved by the orders of the learned Rent Controller refusing to mark the document, this Civil Revision Petition is before this Court.

9.I heard Ms.P.Vanitha for the civil revision petitioner and Mr.C.Iyyapparaj for the respondent.

10.Ms.P.Vanitha argues that when the document had been admitted by the landlord, the Court ought to have permitted marking of the document.



C.R.P.No.4962 of 2024

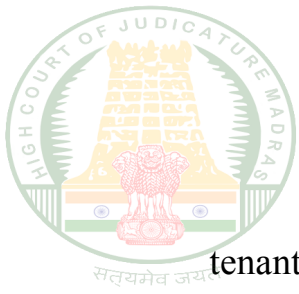
WEB COPY

11.Per contra, Mr.C.Iyyapparaj states that no prejudice is caused to the tenant since the Court has permitted the tenant to produce the document during the course of his examination.

12.I have carefully considered the submissions of both sides.

13.The Hon'ble Ms.Justice R.Mala in **M.Kempaiah & anr. Vs. Akkammal & anr, C.R.P.(PD).No.1116 of 2014** dated **20.01.2016** held that even if a scrap of paper or a portion of the document is admitted during the course of cross examination, then it is the duty of the Court to receive the said document and mark it as one admitted during the course of cross examination. A similar view was voiced by the Andhra Pradesh High Court in **Mohammed Aleemuddin Vs. Anney Vishwanath Rao, C.R.P.No.1355 of 2018**, dated **02.04.2018**.

14.Though as rightly found by the learned Judge, the document has 283 pages, the tenant is happy with marking of one page alone. May be the



C.R.P.No.4962 of 2024

WEB COPY

tenant feels the other pages of the document are irrelevant for the case. The point remains it has not been presented during the course of chief examination. The landlord was confronted with this document and he has also admitted to the said transfer. Therefore, the Court ought to have marked the document as the transaction has been admitted by the landlord.

15.For the mere fact that the document has been admitted does not mean it is towards advance as pleaded by the tenant. It is always open to the landlord to assert that this amount of Rs.30,00,000/- represents the payment of arrears of rent and that the transfer was adjusted as against the default. Similarly, it is open to the tenant to plead that there is no default and this amount was towards additional advance. These are issues which have to be gone into at the time of marshaling of evidence prior to the pronouncement of judgment.

16.Suffice it to hold for the purpose of disposal of this revision that as the landlord has admitted to the document, it should be received in evidence



C.R.P.No.4962 of 2024

as the proof of admission of transfer of funds. Relevancy of the document will be decided by the Court at the time of final disposal.

17. With the above observation, this civil revision petition stands allowed. No costs. Consequently, connected miscellaneous petition is closed.

07.01.2025

Index : yes/no
Speaking order/Non-speaking order
Neutral Citation : yes/no
cse



WEB COPY



C.R.P.No.4962 of 2024

V.LAKSHMINARAYANAN, J.

cse

To

The Rent Controller cum District Munsif,
Ambattur

C.R.P.No.4962 of 2024

07.01.2025