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C.S.No.286 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 11.12.2025

CORAM:

THE HON'BLE Mr.JUSTICE **P.DHANABAL**

C.S.No.286 of 2024

D.Paramasivam

... Plaintiff

Vs

1. P.Kalaivani

2. S.Purushothaman

...Defendants

Prayer

The Civil Suit filed under Order VII Rule 1 of CPC read with Order IV Rule I of Original Side Rules to (a) direct the defendants to pay the sum of Rs.1,01,88,406/- being arrears of fair rent and contractual rent due till October, 2024 with interest at 18% from the date of plaint till the date of payment (b) for cost of the suit including advocates fees.

For Plaintiff : Mr.K.P.Ashok

For Defendants : No appearance - Set exparte

J U D G M E N T

The present suit has been filed by the plaintiff for recovery of money of Rs.1,01,88,406/- being arrears of the fair rent and contractual rent due till October, 2024 with interest at the rate of 18% per annum.



C.S.No.286 of 2024

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

(i) The plaintiff is the owner of the suit property and the defendants, who are husband and wife had become tenants under the plaintiff in respect of two portions of the said premises. The defendants totally were paying monthly rent of Rs.22,500/- per month for the portions rented to them. The defendants had committed willful default in payment of rent and unauthorisedly sub-let the portions to the third parties without permission of the plaintiff. Therefore, the plaintiff filed two petitions for eviction against the defendants in R.C.O.P.Nos.2181 and 2260 of 2013 and the same were allowed. Aggrieved by the said eviction orders, defendants have preferred appeals and the same were dismissed and now Civil Revision Petition Nos.1571 and 1572 of 2021 are pending before this Court.

(ii) Further, the plaintiff had filed two petitions for fixing fair rent against the defendants in respect of the said two portions rented to them in R.C.O.P.Nos.2261 and 2167 of 2012 and the said petitions were allowed and the fair rent was fixed at Rs.43,628/- per month in RCOP No.2261 of 2012 (Ground floor portion) and a sum of Rs.49,380/- was fixed in R.C.O.P.No.2167 of 2012 (First floor portion) through order dated 22.11.2017 and the said amount has to be paid with effect from 15.10.2012. Aggrieved by the said fixation of fair rents, the defendants



C.S.No.286 of 2024

have preferred appeals in R.C.A.Nos.114 and 578 of 2018 and the same were dismissed through the common order dated 29.09.2023.

Thereafter, no any appeal or revision was preferred as against the dismissal of appeals in respect of fixation of fair rent and thereby the order of Appellate Court has attained finality.

(iii) The defendants are liable to pay the arrears of fair rent, viz., for the ground floor, as per RCOP No.2261 of 2012, the total sum of Rs.44,97,996/- [by fixing fair rent Rs.43,628/- plus differential rate between the fair rent minus the rents paid at the old contractual rate of Rs.12,500/- = Rs.31,128/-], further, for the first floor portion, as per RCOP No.2167 of 2012, the total sum of Rs.56,90,410/-, [by fixing fair rent Rs.49,380/- differential rate between the fair rent minus the rents paid at the old contractual rate of Rs.10,000/-] and in total, the defendants are liable to pay Rs.1,01,88,406/-. The plaintiff has issued notice to the defendants on 09.11.2023 calling upon the defendants to pay the arrears of fair rent and they managed to return the same as 'unclaimed'. Therefore, the plaintiff filed the suit and the plaintiff is entitled to decree as prayed for.

3. The defendants have not appeared before this Court and they were set exparte by way of an order dated 24.03.2025 and thereafter,



C.S.No.286 of 2024

the matter was posted for trial. On the side of the plaintiff, he was examined as P.W.1 and marked Exhibits P.1 to P.12.

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Ex.P.1 is the Photocopy of the Common Judgment passed in RCOP Nos.2261 of 2012 and 2167 of 2012 dated 22.11.2017

Ex.P.2 is the Photocopy of the Decree passed in RCOP No.2261 of 2012 dated 22.11.2017

Ex.P.3 is the Photocopy of the decree passed in RCOP No.2167 of 2012 dated 22.11.2017

Ex.P.4 is the certified copy of the common judgment passed in RCA Nos.114 of 2018 and 578/2018 dated 29.09.2023

Ex.P.5 is the Certified copy of the decree passed in RCA No.114 of 2018 dated 29.09.2023

Ex.P.6 is the Certified copy of the decree passed in RCA No.578 of 2018 dated 29.09.2023

Ex.P.7- Photocopy of the notice sent to defendants for ground floor dated 09.11.2023

Ex.P.8 is the Original returned cover of 1st defendant for the ground floor.

Ex.P.9 is the Original returned cover of 2nd defendant for the ground floor

Ex.P.10 is the Photocopy of the notice sent to defendants for first floor dated 09.11.2023



C.S.No.286 of 2024

Ex.P.11 is the Original returned cover of 1st defendant for the first floor

Ex.P.12 – Original returned cover of 2nd defendant for the first floor.

4. Heard the learned counsel for the plaintiff and perused the documents placed on record. On a careful perusal of the oral evidences, and the documents placed on record, it is clear that the defendants are tenants under the plaintiff for his properties. The fair rent was fixed at Rs.43,628/- per month in RCOP No.2261 of 2012 and fair rent was fixed at Rs.49,380/- per month in RCOP No.2167 of 2012. The said fixation of fair rents were challenged in Appeals and the Appeals were dismissed. Therefore, the defendants are liable to pay the fair rents fixed by the Rent Controller, but the defendants have failed to pay the arrears of rent. As per the calculation of the plaintiff for the ground floor as per R.C.O.P.No.2261 of 2012, the arrears of amount would come to Rs.44,97,996/- and for the first floor, as per RCOP No.2167 of 2012, arrears of amount would come to Rs.56,90,416/-, in total, the defendants are liable to pay a sum of Rs.1,01,88,406/-. The P.W.1 has deposed about this case and there is no rebuttal evidence as against the evidence of P.W.1. Therefore, the evidence of P.W.1 is acceptable and the plaintiff has proved his case.



C.S.No.286 of 2024

5. Therefore, the plaintiff is entitled for a decree of the above said suit amount. Though the plaintiff has claimed interest of 18%, there is no agreement between the parties in respect of interest and the plaintiff has not paid Court Fee for the interest amount, therefore, it is appropriate to award interest at the rate of 9% per annum from the date of plaint till the date of realisation of the amount.

In the result, the suit is decreed. The defendants are directed to pay a sum of Rs.1,01,88,406/- with interest at the rate of 9% per annum from the date of plaint till the date of realisation of amount. No costs.

11.12.2025

Index:Yes/No
Internet:Yes/No
Speaking / Nonspeaking order
ssd

Appendix

1)List of Witness Examined on the side of the Plaintiff:-

1. P.W.1 – Mr.D.Paramasivam

2)List of Exhibits Marked on the side of the Plaintiff:-

<i>Exhibits</i>	<i>Date</i>	<i>Description</i>
Ex.P.1	22.11.2017	Ex.P.1 – Photocopy of the Common Judgment passed in RCOP Nos.2261 of 2012 and 2167 of 2012
Ex.P.2	22.11.2017	Photocopy of the Decree passed in RCOP No.2261 of 2012
Ex.P.3	22.11.2017	– Photocopy of the decree passed in RCOP No.2167 of 2012



C.S.No.286 of 2024

Ex.P.4	29.09.2023	Ex.P.4 – Certified copy of the common judgment passed in RCA Nos.114 of 2018 and 578/2018
Ex.P.5	29.09.2023	Certified copy of the decree passed in RCA No.114 of 2018
Ex.P.6	29.09.2023	Certified copy of the decree passed in RCA No.578 of 2018
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Ex.P.12	-	Original returned cover of 2 nd defendant for the first floor.

11.12.2025

To

The Sub Assistant Registrar,
O.S.Section,
High Court, Madras



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C.S.No.286 of 2024

P.DHANABAL, J.

ssd

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