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C.R.P.(PD)No.4974 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: **08.01.2025**

CORAM :

THE HONOURABLE MR.JUSTICE V. LAKSHMINARAYANAN

C.R.P.(PD)No.4974 of 2024

M/s.H.M.Foundations Private Limited,
Represented by its Authorised Signatory,
Mr.Ashok Dhanraj, S/o.Sri Dhanraj
No.32, Audiappa Naicken Street,
Sowcarpet, Chennai-600 079.

.. Petitioner

Vs

1.A.D.Murugan
2.K.Vasantha
3.A.Moolraj Singhvi

.. Respondents

PRAYER: Civil Revision Petition is filed under Article 227 of the Constitution of India, to set aside the order dated 28.10.2024 passed in I.A.No.12 of 2024 in O.S.No.3116 of 2019 on the file of the learned XVI Assistant Judge, City Civil Court at Chennai.



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For Petitioner : Mr.D.Saikumaran

For Respondents : Mr.V.Manisekaran

ORDER

This revision presents an extremely simple issue.

2.The parties shall be referred to as per their respective ranks in the suit.

3.The case of the plaintiff is that he is a tenant under one K.Vasanth, the original sole defendant in O.S.No.3116 of 2019. Subsequently, the 3rd defendant, the civil revision petitioner, and one A.Moolraj Singhvi were impleaded as parties to the suit pursuant to orders made in I.A.No.8 of 2021 dated 03.03.2023.

4. According to the 3rd defendant, he entered into an agreement of sale with K.Vasanth and her husband S.Kalyanasundaram in 2010. At that time, the property was under a mortgage with Indian Bank, Sowcarpet branch. Subsequently, the account was transferred to Indian Bank, ARMB-1, Egmore, Chennai-8. The 3rd defendant pleads that he



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settled the mortgage that was taken by Vasantha and her husband and redeemed the property from Indian Bank. He also pleaded she obtained a sale deed from the 1st defendant, Vasantha.

5. It is the allegation of the 3rd defendant that the plaintiff is a stranger to the suit property and has forged certain rental agreements in order to plead that he is in possession of the property as a tenant.

6. Pending the suit, the 3rd defendant took out an application directing the plaintiff to deposit the monthly rent into the Court. He also filed an application to send the lease deeds, under Exs.A1 to A10, to the forensic laboratory for comparison of the signatures of Vasantha on those documents with her admitted signature. These two applications were received as I.A.Nos.12 & 13 of 2024.

7. The plaintiff filed a counter pleading that no notice of attornment had been given by the 3rd defendant to him and that he is not aware of the sale deed or the sale agreement. He pleaded that he is a tenant only under the 1st defendant/2nd respondent. He also stated that, in case, the Court comes to a conclusion that the 3rd defendant is the owner



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of the property, he has no objection to pay the rents to the 3rd defendant.

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8. The learned Trial Judge took up the application for disposal. He dismissed the application stating that the 3rd defendant had only purchased a portion of the property and therefore, he cannot claim that the plaintiff has to pay rents to him over the property which is owned by the 1st defendant.

9. Aggrieved by the same, the present revision is at the instance of the 3rd defendant.

10. I heard Mr.D.Saikumaran for the civil revision petitioner and Mr.V.Manisekaran for the contesting respondent/plaintiff. I have gone through the records and perused the impugned order.

11. The claim of the plaintiff is that he should not be dispossessed except otherwise in accordance with law. The counter of the plaintiff makes it very clear that, in case, the 3rd defendant shows that he has purchased the property from the 1st defendant, Vasantha, he is willing to attorn the tenancy in his favour and pay the rents. Whether Vasantha is the owner of the property or whether the 3rd defendant is the owner of the



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property is a matter which has to be gone into at the time of final disposal of the suit. I am aware that it is a suit for permanent injunction.

In such a suit, the Court can incidentally touch upon the title. The incidental purpose in this case is to decide as to whom the plaintiff has to pay the rents. Obviously, the learned Trial Judge in such a suit will not conduct a detailed probe into the question of validity of the sale deed or otherwise. Suffice it to state, as the plaintiff pleads that he is the tenant of the property, he is duty bound to pay rents month on month.

12. Mr.V.Manisekaran pleads that his clients have been paying rents to the 1st defendant Vasantha. If Vasantha has sold the property, then she would no longer be entitled to receive the rents. That would only force the 3rd defendant to file another suit for recovery of money against Vasantha and thereby, result in multiplicity of the proceedings.

13. This controversy can be resolved by directing the plaintiff to deposit a sum of Rs.35,000/- month on month to the credit of the suit in O.S.No.3116 of 2019. The Court, at the time of passing the judgment in the suit, shall give appropriate directions with regard to the deposits so made. To make it clear, at the time of disposal of the suit, the Court shall



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decide whether the 1st defendant is entitled to receive the amount or whether the 3rd defendant who is entitled to receive the amount. For *inter se* dispute between the 1st and 3rd defendants, the plaintiff, who claims to be the tenant of the property, cannot claim to utilise the property at free of costs.

14. With the above directions, the civil revision petition stands allowed. There shall be a direction to the plaintiff to deposit the rents to the credit of the suit in O.S.No.3116 of 2019 till the disposal of the same. The deposit shall commence from the month of January 2025. No costs.

08.01.2025

Index: Yes/No

Speaking order/Non-speaking order

Neutral Citation : Yes/No

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To

XVI Assistant Judge, City Civil Court, Chennai.



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V. LAKSHMINARAYANAN,J.

Kj

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