



C.R.P.Nos.5270 & 5271 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 20.01.2025

CORAM :

THE HON'BLE MR.JUSTICE V.LAKSHMINARAYANAN

**C.R.P.Nos.5270 & 5271 of 2024 &
CMP.Nos.29457 & 29459 of 2024**

B.Sharmila

.. Petitioner in both CRPs.

Versus

Priya Kannan

.. Respondent in both CRPs.

Common Prayer: Civil Revision Petitions filed under Article 227 of the Constitution of India to set aside the order dated 25.11.2025 passed in M.P.No.4 of 2024 and M.P.No.5 of 2024 in RLTOP.No.39 of 2021 on the file of the Principal District Munsif cum Rent Controller at Poonamallee.

For Petitioner in
both CRPs.: Mr.S.Ilamuhil

For Respondent in
both CRPs.: Mr.K.Sampath Kumar

COMMON ORDER



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These civil revision petitions arise against the order passed by the learned Principal District Munsif cum Rent Controller at Poonamallee in M.P.Nos.4 and 5 of 2024 in RLTOP.No.39 of 2021.

2. For the sake of convenience, the parties shall be referred to as the landlord and tenant.

3. The civil revision petitioner is the tenant. The landlord, who is none else than her sister, had initiated RLTOP.No.39 of 2021 on the file of the learned Principal District Munsif at Poonamallee. She invoked Section 21(2)(a) and Section 23 of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (herein after referred to as 'TNRRLT Act').

4. The case of the landlord is that she came across the property, by virtue of the settlement deed, that had been executed by her father, one Subramani Chetty on 16.04.2015. The said Subramani Chetty had also executed a letter of attornment in her favour. As per the letter of attornment, two shops which had been settled in favour of the landlord on 16.04.2015, were to be enjoyed by the landlord. She pleaded that the tenant did not enter



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into an agreement with her in terms of Section 4 of the TNRRRLT Act.

Hence, the petition for eviction.

5. On being served with summons, the tenant filed a counter. She denied the relationship of landlord and tenant. According to her, the property is an ancestral property and she was not in occupation of the same as a tenant. She pleaded that the alleged tenancy agreement said to have executed between Subramani and herself, and the letter of attornment had been issued by Subramani in favour of the landlord were not meant to be acted upon.

6. On these pleadings, the parties went for trial. Pending the proceedings, the tenant filed an application to cross examine the landlord. The application was allowed. For reasons not disclosed, the tenant did not cross examine the landlord.

7. The learned Trial Judge waited for several months and finally closed the evidence. In order to reopen the evidence and to recall the



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landlord, the tenant filed two application in M.P.Nos.1 and 2 of 2023 in RLTOP No.39 of 2021.

8. The landlord, not wanting to delay the proceedings any further, made an endorsement that the petition may be allowed on terms. The Court accordingly imposed a condition that on payment of Rs.500/- in each of the petitions, the petitions would be allowed. This order was passed on 01.11.2023. The matter was listed on 24.11.2023 for proceeding further.

9. On 24.11.2023, the landlord did not appear and the matter was adjourned to 14.12.2023. On 14.12.2023, the learned Presiding Officer was on leave and hence, the matter was adjourned to 09.01.2024. On 09.01.2024, the landlord was not present and hence, the matter was adjourned to 24.01.2024. On 24.01.2024 too, the landlord was not present and hence, the matter was adjourned to 16.02.2024. On 16.02.2024, the landlord was present. After recording that the cost had been paid, the learned Trial Judge adjourned the matter to 07.03.2024. On 07.03.2024, the tenant reported to the court that she is not willing to cross examine the



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landlord. Therefore, the evidence was closed and the matter was adjourned for recording evidence on the respondent side.

10. Thereafter, the tenant filed M.P.Nos.4 and 5 of the 2024 to reopen the evidence and to recall the landlord. These applications were opposed by the landlord stating that the entire idea of the tenant is only to drag on the proceedings and ensure that the tenant continues to stick to the property. She also pointed out that the tenant had earlier filed a transfer petition seeking for transfer of proceedings which ultimately came to be dismissed.

11. The learned Trial Judge agreed with the plea of the landlord and dismissed the petitions to reopen and recall. Hence, these revisions.

12. When the matter came up for admission, I heard Mr.S.Ilamuhil for the tenant/civil revision petitioner and Mr.K.Sampath Kumar entered appearance for the landlord.

13. Taking into consideration that the parties are closely related, I adjourned the matter to today, so as to enable the parties, to report



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settlement. Unfortunately, the matter could not be settled. Hence, I took up the revision for final disposal.

14. The narration of the facts goes to show that the learned Trial Judge found, there is a necessity for the landlord to be cross examined by the tenant. The tenant has attempted every trick available to drag on the matter. In fact, the plea seems to be on account of change in counsel, the tenant was not in a position to proceed with the cross examination of the landlord.

15. Mr.S.Ilamuhil states that if one opportunity is granted to the tenant, he will ensure that the landlord is cross examined on that date. He further states that it is not the intention of the tenant to drag on the matter. He adds, she wants to cross examine the landlord on the letter of attornment said to have been given by Subramani in her favour and also on certain income tax records maintained by the said Subramani.

16. Per contra, Mr.K.Sampath Kumar states that it is not the intention of the tenant to co-operate with the court for disposal. He points out that the



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arrears runs to Rs.77,00,00/- and the idea of the tenant is somehow or the other to prevent the court from passing the judgment in the main proceeding.

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

18. The point remains that the trial court had permitted the tenant to cross examine the landlord. On account of the default of the tenant, if the right of cross examination is forfeited, I did not see much for argument on the side of the tenant as the evidence of the landlord will go uncontroverted. Therefore, I am inclined to grant one opportunity to the tenant to cross examine the landlord. Since the tenant wants the luxury of the litigation, obviously she has to pay for the said luxury.

19. Therefore, in the light of the above discussion, the orders of the learned Principal District Munsif cum Rent Controller at Poonamallee in M.P.Nos.4 and 5 of 2024 in RLTOP No.39 of 2021 is set aside on the following condition:



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(a) The tenant shall pay to the landlord a sum of Rs.10,000/- per application. That is to say, the tenant will pay to the landlord a sum of Rs.20,000/-.

(b) The aforesaid sums must be paid on or before 27.01.2025.

(c) On 28.01.2025, the court shall confirm the payment of cost by the tenant to the landlord and only thereafter, permit the tenant to cross examine the landlord.

(d) The cross examination of the landlord should be completed on that date.

(e) In case the cost is not paid, the civil revision petitions will stand dismissed without further notice of this court.

20. As the evidence of the landlord and tenant would have been completed on 28.01.2025, the learned Trial Judge is requested to pronounce judgment in the RLTOP on or before 15.02.2025.

21. The learned Trial Judge is requested to act on a web copy of this order and not to insist on production of a certified copy.



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22. With the above observation, these civil revision petitions stand allowed. No costs. Consequently, the connected miscellaneous petitions are closed.

20.01.2025

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

To

The Principal District Munsif cum Rent Controller at Poonamallee



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V.LAKSHMINARAYANAN, J.

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