



C.R.P (PD) No.115 of 2025

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 03.04.2025

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THE HONOURABLE MS. JUSTICE P.T. ASHA.J

C.R.P (PD) No.115 of 2025

and

C.M.P.No. 863 of 2025

Sabrina Rajan

... Petitioner

vs.

1.B.Shamlal Darira

2.M/s.Green Tribe & Co.,
Having Office at:
No.9, Kalamegam Street,
Rajaji Nagar,
Vilivakkam,
Chennai – 600 049.

... Respondents



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Prayer: Civil Revision Petition is filed under Article 227 of the Constitution of India against the order dated 11.11.2024 passed by the learned VIII Assistant Judge, City Civil Court, Chennai in IA.No.3 of 2024 in OS.No.4190 of 2023.

For Petitioner : Mr. Thiyagarajan B

For Respondents : Mr. G.Saravana Kumar

ORDER

The petition is filed against the order dated 11.11.2024 passed by the learned VIII Assistant Judge, City Civil Court, Chennai in IA.No.3 of 2024 in OS.No.4190 of 2023.

2. In the light of the fact that the suit has to fail not only on account of the fact that the agreement of lease clearly stipulates that sharing of rent is on a 50:50 ratio, it is now informed to this Court that the 2nd defendant is no longer a tenant and nothing survives in the suit itself. Therefore, the suit has to be dismissed as infructuous as the



relief is only claimed against the 2nd defendant who is no longer in possession of the property.

3. The revision arises against the order dismissing the petitioner's application under Order VII Rule 11 (a), (b) and (d) r/w 151 CPC.

4. The plaintiff has filed a suit for the following relief:

“(a)Direct the 2nd defendant to pay the 90% rental amount of Rs.1,26,000/- out of the total rent of Rs.1,40,000/- to the plaintiff in respect of the property situated at Door No.AC-112 Old Flat No.53-B (Ground Floor) Shanthi Colony, 4th Avenue, Anna Nagar, Chennai 600 040, measuring 852 sq.ft., together with undivided 1/4th share in the land, comprised in T.Survey No.220, Part and 221 part, Block No.1 B Naduvakarai Village, except under due process of law.



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(b) Directing the 1st defendant to pay the plaintiff the

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5. Considering the fact that the 2nd defendant has vacated the premises without traversing deeply into the facts of the case it would be appropriate to briefly touch upon the above facts. The 2nd defendant has entered into a lease agreement with the petitioner herein as well as the 2nd respondent. As per terms of lease the lease rental was a sum of Rs.1,72,500/- per month, to be paid equally between two lessors at a sum of Rs.86,250/- per month. Therefore, the very basis of the plaintiff's case is this lease agreement which has sets out the ratio in which the rent has to be apportioned. There appears to be no basis on which the plaintiff claims 90% of the lease from the 2nd defendant.

6. In the light of the above the Civil Revision Petition is allowed.



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The suit is rejected. Consequently, the connected miscellaneous
petition is closed. No costs.

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Index: Yes/No
Internet: yes/No

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To

1.The VIII Assistant Judge,

5/7



City Civil Court,
Chennai.

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