



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 23.06.2025

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THE HON'BLE MR. JUSTICE M.DHANDAPANI

C.R.P.(PD)(MD)No.1725 of 2025

and

C.M.P.(MD).No.9368 of 2025

M.Akila

...Petitioner

Vs.

1.S.Joseph Jeyaraj

2.The Assistant Engineer (O &M),
Thiruvanaikoil Division, TNEB,
Srirangam, Trichy-6.

3.A.Adaikkan

...Respondents

PRAYER: Civil Revision Petition is filed under Article 227 of Constitution of India, to set aside the fair and decreetal order dated 16.12.2024 made in I.A.No. 1 of 2024 in O.S.No.463 of 2019 on the file of the learned District Munsif cum Judicial Magistrate, Srirangam.

For Petitioner : Mr.S.I.Muthiah

For R-1 : Mr.R.Alagianambi

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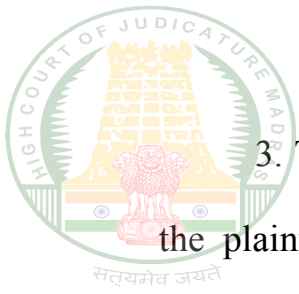


ORDER

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This petition has been filed seeking orders to set aside the fair and decreetal order dated 16.12.2024 made in I.A.No.1 of 2024 in O.S.No.463 of 2019 before the learned District Munsif cum Judicial Magistrate, Srirangam.

2. The petitioner is the second plaintiff in O.S. No. 734 of 2017 on the file of the District Munsif Court, Trichy, which was subsequently transferred to the file of the learned District Munsif-cum-Judicial Magistrate, Srirangam, and the same was renumbered as O.S. No. 463 of 2019. The said suit was filed for permanent injunction restraining the first and second respondents herein and their men, agents, and servants from interfering with the peaceful possession and enjoyment of the suit premises by the petitioner/ second plaintiff and the third respondent / first plaintiff herein, as tenants, either by disconnecting the electricity connection or in any other manner whatsoever, except by due process of law. The third respondent is the first plaintiff in the said suit. Pending suit, the petitioner herein filed an application in I.A. No. 1 of 2024 under Order 1 Rule 10 r/w Section 151 of the Code of Civil Procedure, before the learned District Munsif-cum-Judicial Magistrate, Srirangam, seeking an order for the transposition of the first plaintiff / third respondent herein as the third defendant in the suit. The said application was dismissed for default on 16.12.2024. Challenging the said order, the present petition has been filed.



3. The learned counsel appearing for the petitioner would submit that, in the plaint, it was pleaded that the third respondent / first plaintiff, namely Adaikkan, and the petitioner had taken the suit property on lease from the first respondent / landlord and paid a sum of Rs.4,50,000/- as rental advance. In turn, the first respondent / landlord handed over the possession and enjoyment of the suit property to the petitioner and the third respondent / plaintiffs. It was agreed between the parties that the petitioner and the third respondent / plaintiffs would remain in possession and enjoyment of the suit property until the repayment of the said amount. A lease agreement dated 13.02.2017 was executed in the name of the third respondent herein for a period of two years. However, the petitioner was not the agreement holder at the relevant point of time. The first respondent also acknowledged that the petitioner and the third respondent / plaintiffs were running a tea stall in the suit property until the repayment of the said amount of Rs.4,50,000/-. Subsequently, in the last week of July 2017, the first respondent demanded an additional advance amount of Rs.2,00,000/- from the third respondent, failing which they were asked to vacate the suit premises, and the first respondent gave a threat to the third respondent. During the pendency of the suit, the first plaintiff, namely Adaikkan, appeared before the trial Court on 11.01.2024 and expressed his intention to withdraw the suit and not to contest the same. The above said statement made by the said Adaikkan was recorded, and the matter was posted for the appearance of the petitioner. Immediately thereafter, the petitioner filed an interlocutory application before the trial Court



seeking to transpose the first plaintiff / third respondent herein as the third defendant in the suit. However, the said application was dismissed.

Subsequently, the suit itself was dismissed for default on 20.06.2025, and the present impugned order was passed prior to that.

3.(1). The learned counsel appearing for the petitioner would further submit that apart from the suit filed by the petitioner and the third respondent, viz., Adaikkan, the first respondent / landlord had filed R.C.O.P. No. 21 of 2019 before the learned District Munsif-cum-Judicial Magistrate, Srirangam, against the said Adaikkan. In the said proceedings, Adaikkan agreed to vacate the suit property, and based on such submission, the R.C.O.P. was disposed of. However, the said statement made by Adaikkan before the trial Court was made in collusion with the landlord and is not binding on the petitioner. Therefore, the petitioner filed I.A. No. 1 of 2024 before the trial Court seeking appropriate relief, but the same was dismissed, which, according to the petitioner, is not sustainable in law. Accordingly, the learned counsel prays that this petition may be allowed.

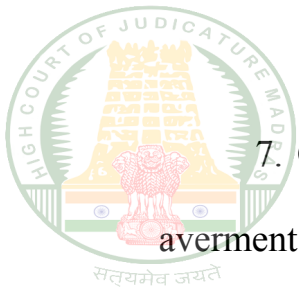
4. Per contra, the learned counsel appearing for the respondent would submit that it is an admitted fact that the said Adaikkan entered into a rental agreement with the first respondent / landlord. Subsequently, the first respondent filed R.C.O.P. No. 21 of 2019 against Adaikkan, in which Adaikkan



agreed to vacate the premises, and accordingly, the trial Court directed him to vacate the premises. The petitioner has taken inconsistent stands, which is impermissible. On one hand, the petitioner has specifically stated that the petitioner and Adaikkan jointly paid a sum of Rs. 4,50,000/- to the first respondent. On the other hand, in the affidavit filed in the Interlocutory Application, the petitioner has claimed that Adaikkan executed a "made-over" agreement on 13.03.2017 for a period of two years for the same amount, and that the landlord was fully aware of the same. Such contradictory claims made by the petitioner, intended to deprive the rights of the first respondent/landlord and to vexatiously maintain the Interlocutory Application, are legally impermissible. When the original tenant / third respondent, had already agreed to vacate the premises in the rent control proceedings, the petitioner cannot be permitted to take a contrary stand. Accordingly, he prays for the dismissal of this petition.

5. Heard the learned counsel appearing for the petitioner and the learned counsel appearing for the first respondent.

6. Since no adverse orders are going to be passed against the second and third respondents, notice to the second and third respondents is dispensed with.



7. Considering the facts and circumstances of the case, even as per the averments made in the plaint, one Adaikkan entered into a lease agreement with the first respondent / landlord. A perusal of the plaint further reveals the fact that the petitioner and the third respondent jointly paid a sum of Rs.4,50,000/- to the first respondent / landlord. However, in the affidavit filed in support of the Interlocutory Application, the petitioner has taken a specific stand that the said amount of Rs.4,50,000/- was paid solely by the said Adaikkan to the first respondent, and that the petitioner did not pay any amount to the landlord. Such an inconsistent plea taken by the petitioner clearly demonstrates that it is an undisputed fact that the very same third respondent / Adaikkan, the tenant, had agreed to vacate the property in the R.C.O.P. proceedings initiated by the first respondent. Once a decree has been passed in the R.C.O.P. proceedings based on such agreement, the contradictory stand now taken by the petitioner renders the Interlocutory Application filed by her, unsustainable in law. The dual and inconsistent stands taken by the petitioner in the suit and in the Interlocutory Application clearly indicate that she has not approached this Court with clean hands. The first plaintiff did not choose to contest the case before the trial Court, in view of the stand taken in the R.C.O.P. proceedings. However, the petitioner, being only an a sub tenant and agreement holder from tenant, has admitted in her affidavit filed in support of the Interlocutory Application that she did not pay any amount to the landlord. She claims that a sum of Rs. 4,50,000/- was paid by the first respondent to the third respondent, pursuant to a



made-over agreement. Such an inconsistent plea taken by the petitioner appears to be a deliberate attempt to unlawfully claim possession of the property from the first respondent / landlord.

8. In view of the above discussion, the Civil Revision Petition stands dismissed with costs of Rs.5,000/- (Rupees Five Thousand only) payable to the first respondent / landlord and the petitioner is further directed to vacate the premises within a period of two months from the date of receipt of a copy of this order, failing which, the jurisdictional law enforcing agency is directed to evict the petitioner and hand over the possession to the first respondent. No costs. Consequently, the connected miscellaneous petition is closed.

23.06.2025

Internet: Yes/No

Index: Yes/No

TSG

To

1. The District Munsif cum Judicial Magistrate, Srirangam.

2. The Inspector of Police,
Thiruvanaikoil, Srirangam,
Trichy District.

3. The Assistant Engineer (O &M),
Thiruvanaikoil Division, TNEB,
Srirangam, Trichy-6.

4. The Section Officer,
VR Section,
Madurai Bench of Madras High Court, Madurai.



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M.DHANDAPANI, J.

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