



WEB COPY

CRP No. 147 of 2026



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 12-01-2026

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THE HONOURABLE MR.JUSTICE P.B. BALAJI

CRP No. 147 of 2026

Mohamed Asif, Proprietor of M/s.Siddique Sha
Medicals, Shop No.3, Ground Floor, D.No. 37,
Triplicane High Road, Triplicane, Chennai 5.

Petitioner(s)

Vs

Fathima Shahul Hameed, Rep.by her Power Agent,
Abdul Jaffar, Res.at No.13, 80th St, Ashok Nagar,
Chennai 83

Respondent(s)

Revision filed under Article 227 of the Constitution of India to set aside the Decree and Judgment dated 11.12.2025 passed in RLTA No. 125 of 2025 by the XIX Additional City Civil Court at Chennai and reverse the fair and decretal order dt 27.2.2025 passed in RLTOP.No. 486/2024 by the Honble XVI Court of Small Causes at Chennai.

For Petitioner(s): D.G. Hariprasath

For Respondent(s): M/s.K.Arumugam
Learned Counsel For Caveator

ORDER

Learned counsel for the revision petitioner has filed an affidavit of undertaking that the petitioner would vacate by 31.12.2026. The said undertaking affidavit is recorded.



2. Mr.A.Arumugam, learned counsel for the respondent/landlord would however bring to my notice that the petitioner has been fomenting litigation even among other tenants and there has been instances where the respondent/landlord has been forced to approach the police authorities and he therefore, submits that no indulgence should be shown to the revision petitioner.

3. Today, however, it is stated by the learned counsel on either side that the arrears as on date i.e.,31.12.2025 have been settled and the claims made by the petitioner with regard to payment of property taxes has also been factored and therefore, it is also recorded that from 01.01.2026, the petitioner is liable to pay rents.

4. Learned counsel for the petitioner states that the petitioner is running a medical shop and in view of the settled business, customers and also the amounts due and payable from various creditors/customers, the petitioner seeks longer time.

5. The petitioner has been occupying the property by paying Rs.9,000/- (Rupees Nine Thousand Only) per month for the past several years. While acceding to his request for time upto 31.12.2026, at the same time, the petitioner cannot continue to pay the old contractual rent of Rs.9,000/- (Rupees Nine



Thousand Only). The petitioner is directed to pay a sum of Rs.12,000/- (Rupees Twelve Thousand Only) from Januray 2026 i.e., the rent for January 2026 which shall be payable in February 2026 and so on. However, the rent for the month of December 2026 shall be paid in advance. The rent shall be paid or before 10th of every succeeding month.

6. The petitioner shall vacate and handover peaceful possession of the property to the respondent, as undertaken in the affidavit, on 31.12.2026 without driving the respondent to execution proceedings.

7. It is made clear that if there is any default in payment of the rents every month, it is open to the respondent to approach this Court for suitable direction.

8. With the above observation, the civil revision petition is dismissed. No costs. Consequently, connected miscellaneous petition is closed.

12-01-2026

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Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No



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P.B.BALAJI, J.

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To

1. XIX Additional City Civil Court at Chennai.
2. The XIX Additional City Civil Court at Chennai.

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