



CRP Nos.225 and 444 of 2026

IN THE HIGH COURT OF JUDICATURE AT MADRAS

ORDER RESERVED ON : 15.04.2026

ORDER PRONOUNCED ON : 01.06.2026

CORAM

THE HON'BLE MRS. JUSTICE N.MALA

CRP Nos. 225 and 444 of 2026
and CMP No.982 of 2026

Murugaiyan,
S/o. Natarajan,
No.6, 7th Cross Street,
Vennisamy Nagar,
Arumbarthapuram,
Puducherry.

...Petitioner in CRP No.225 of 2026

Vs.

Chitra,
W/o. Ramamurthy,
No.36-A(35), 1st Cross Street,
Pavazha Nagar,
Puducherry-605 005.

...Respondent in CRP No.225 of 2026

and

Chitra,
W/o. Ramamurthy,
No.36-A, First Cross Street,
Pavazha Nagar, Oulgaret Municipality,
Puducherry-605 010.

...Petitioner in CRP No.444 of 2026

Vs.

Murugaiyan,
S/o. Late Nadarajan,
Plot No.6, 7th Cross Street,



CRP Nos.225 and 444 of 2026

Vennisamy Nagar, Arumparthapuram,
Villianur Commune, Puducherry-605 110.
Business at M/s. Krishna Hotel,
Villianur Main Road,
Pavazha Nagar, Oulgaret Municipality,
Puducherry-605 010.

...Respondent in CRP No.444 of 2026

Prayer in CRP No.225 of 2026: Civil Revision Petition is filed under Article 227 of the Constitution of India, pleaded to set aside the Order and Decreetal order dated 16.12.2025 passed in R.C.A. No.14 of 2022 passed by the II Additional District Judge, at Puducherry, which confirming the Order and Decreetal order dated 26.08.2022 passed in RCOP No.20 of 2017 passed by the Rent Controller II, at Puducherry by allowing the above civil revision petition.

Prayer in CRP No.444 of 2026: Civil Revision Petition is filed under Section 25 of the Pondicherry Buildings (Lease and Rent Control) Act, 1969, pleaded to set aside the Judgment and Decree dated 16.12.2025 made in R.C.A. No. 6/2023 on the II Additional District Judge at Puducherry, confirming the order dated 26.08.2022 made in H.R.C.O.P.No.20/2017 on the file of the Court of the Rent Controller-II, (I-Additional District Munsif), Puducherry by allowing the present Civil Revision Petition and order the eviction of the respondent on the ground of personal occupation.

CRP No.225 of 2026:

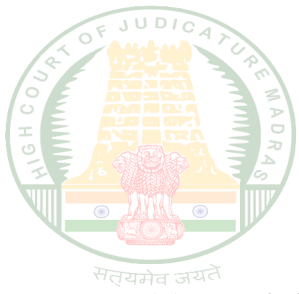
For Petitioner (s) : Mr.Prakash Adiapadam

For Respondent (s): Mr.Sreedhar
for Mr.P.Suresh babu

CRP No.444 of 2026:

For Petitioner (s) : Mr.Sreedhar
for Mr.P.Suresh babu

For Respondent (s): Mr.Prakash Adiapadam



COMMON ORDER

- (1) Civil Revision petitions are filed against the common judgment in R.C.A. 14 of 2022 and R.C.A. No.6 of 2023.
- (2) The parties will be referred to as per their ranking before the H.R.C.O.P Court. The landlord will be referred to as the petitioner and the tenant as the respondent.
- (3) The petitioner filed the petition for eviction of the tenant from the demised premises on the grounds of personal occupation and willful default under Section 10(2)(i) and 10(3)(a)(iii) of the Pondicherry Buildings (Lease & Rent Control) Act, 1960.
- (4) The petitioner and the respondent entered into Lease Agreement on 20.06.2005, for lease of the demised premises for a monthly rent of Rs.825/-. The respondent also paid an advance of Rs.15,000/- to the petitioner. Thereafter, the lease was renewed from time to time. On 09.06.2012, the parties entered into a fresh Lease Agreement, fixing the monthly rent at Rs.4,000/- and the advance at Rs.1.80 lakhs. The lease period was fixed at 11 months. The Lease Agreement expired on 08.05.2013. On expiry of the lease period, the petitioner asked the respondent to vacate the demised premises since she required the same for setting up a clinic for her daughter, who was



pursuing MBBS course. According to the petitioner, the respondent, instead of vacating the premises, stopped paying the rent and started pressurising her to sell the demised premises to him by filing cases. The petitioner states that the respondent assured to vacate the premises and so in order to buy peace, she agreed to adjust the advance amount towards the monthly rent. However, the respondent contrary to his assurance, refused to vacate and so the petitioner issued a legal notice for eviction on 22.03.2017. Despite the receipt of the legal notice on 29.03.2017, the respondent neither replied nor vacated the premises and therefore, the petitioner was constrained to file the HRCOP for eviction.

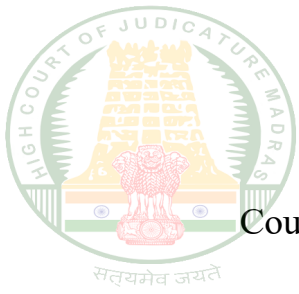
- (5) The respondent filed a counter denying the allegation, that he had committed wilful default of rent. The respondent stated that it was he who had filed R.C.O.P. No. 16 of 2014 for deposit of monthly rent and that he had also deposited the arrears of rent for 21 months, of Rs.84,000/- on 01.07.2015. The respondent stated that the petitioner received the said sum without any demur and that she agreed to furnish her bank accounts details for future deposit of rent. The respondent contended that he had not committed any wilful default of rent but it was only on account of the conduct of the petitioner in not furnishing her account details and in not appearing before the Court that the



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default occurred. The respondent contended that after the *ex parte* order was set aside by Court, he paid Rs.96,000/- to the petitioner. The petitioner received the same without any protest and signed the receipt acknowledging, the payment. The respondent denied the petitioner's contention that he pressurized her to sell the demised premises to him. The respondent contended that on the contrary, it was the petitioner who expressed her willingness to sell the property and believing her words, he developed the demised premises by investing considerable amounts. The respondent denied the contention of the petitioner that she required the demised premise for her personal use. The respondent further contended that there were no merits in the petition and the same deserved to be dismissed.

- (6) Before the trial court, the petitioner examined herself as P.W.1 and exhibits Ex.P1 to Ex.P16 were marked on her side. On the side of the respondent, he examined himself as R.W1 and exhibits Ex.R1 to Ex.R26 were marked.
- (7) The Rent Control Court, on scrutiny of the entire evidence on record, by order dated 26.08.2022 allowed the eviction petition on the ground of willful default and dismissed it with respect to personal occupation. Aggrieved by the order passed by the Rent Control Court, the respondent preferred R.C.A. No.14 of 2022, and the petitioner filed R.C.A.No.6 of 2023. The Rent Control Appellate



Court on examination of entire materials on record, dismissed both the R.C.A's. Aggrieved by the dismissal of R.C.A.No.6 of 2023, the petitioner/landlord filed C.R.P.No.444 of 2026 and against the R.C.A.No.14 of 2022, the respondent/tenant filed C.R.P.No.225 of 2026.

- (8) At the time of hearing of CRP's, the only point urged by the learned counsel for the respondent was that there was no wilful default in payment of rent by the respondent. The learned counsel argued that the Courts below failed to appreciate the distinction between default and wilful default. The learned counsel submitted that the facts of the case amply proved that the default, if any was not wilful and so the eviction on the ground of wilful default, was erroneous. The learned counsel for the respondent contended that the default in payment of rent occurred only due to the conduct of the petitioner in refusing to give her bank account details and in receiving the rent. The learned counsel further submitted that the Courts below failed to note that it was the respondent who filed H.R.C.O.P No.16 of 2014, for deposit of rent and in the said proceedings, the petitioner without demur, received the entire arrears of rent in lump sum under Ex.R28 and Ex.R29. The learned counsel submitted that the Courts below erred in overlooking Ex.R28 and Ex.R29, which clearly established that the entire rental arrears were paid. The learned counsel hence



prayed that the eviction order of the Courts' below deserved to be set aside.

(9) The learned counsel for the petitioner in reply, submitted that the Courts below having concurrently found that there was wilful default, this Court sitting in revision should not interfere with such findings of fact. The learned counsel for the petitioner submitted that the evidence on record, would clearly establish that the deposit of rent by the respondent was not voluntary but on the directions of the Rent Control Court. The learned counsel submitted that after a close scrutiny of evidence on record, the Courts below found that the deposit of rent in lump sum by the respondent, did not absolve him and hence, it ordered the eviction of the respondent on the ground of wilful default.

(10) I have heard both the learned counsels and perused the materials placed on record.

(11) The facts of the case are undisputed, they are not reiterated to avoid prolixity. The crux of the matter is whether the respondent committed wilful default in paying the rent and whether the Courts below erred in finding that the petitioner failed to establish that she required the premises for her own use and occupation. The learned counsel for the respondent contended that there was no wilful default in payment of rent, but only a mere default simpliciter, which by itself would not constitute a ground for eviction under Section 10[2][i] of



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the Pondicherry Buildings [Lease and Rent Control] Act, 1969. The learned counsel for the respondent relying on the legal notice dated 23.11.2013, issued by the respondent to the petitioner and the subsequent HRCOP.No.16/2014, proceedings initiated by him, submitted that the respondent had taken *bona fide* steps to tender the rent but it was the petitioner who failed to receive it. It is no doubt true that the respondent issued a legal notice dated 23.11.2013, calling upon the petitioner to furnish her bank account details for remittance of the rent and the said notice was refused. It is equally true that the respondent filed HRCOP.No.16/2014, under Section 8[5] of the Pondicherry Buildings [Lease and Rent Control] Act, 1981, seeking permission to deposit the monthly rent before the Court. However, it is seen from Ex.P19 that the said petition came to be dismissed as infructuous on 20.03.2018, on the basis of the Memo filed by the respondent stating that he was prepared to deposit the rent in the bank account furnished by the petitioner/landlord. However, it is to be noted that mere issuance of notice or filing of an application under Section 8[5] of the Act, would not by itself absolve the respondent from the statutory obligation to pay or deposit the rent regularly as and when it fell due.

- (12) The materials on record disclose that though HRCOP No.16/2014, had been instituted as early as in 2014, the respondent did not deposit the monthly rent



periodically before the Court. On the contrary, arrears of rent for the period from September 2013 to May 2015, amounting to Rs.84,000/- were paid in a lump sum only on 01.07.2015. Likewise, arrears for the period from July 2015 to June 2017, amounting to Rs.96,000/- were paid only on 15.06.2017. Significantly, these payments were made only after repeated adjournments and during the pendency of the proceedings initiated by the landlord seeking a direction for payment of arrears.

- (13) The aforesaid conduct of the respondent, in the considered view of this Court, clearly establishes that the payments were not voluntary, but were made only pursuant to the directions of the Court. Having invoked Section 8[3] of the Act, it was incumbent upon the respondent to ensure that the rent was deposited regularly and without default. The mere pendency of proceedings under Section 8[5] of the Act, without prompt and periodic deposit of rent, cannot enure to the benefit of the respondent nor efface the consequences flowing from wilful default. Default in payment of rent cannot always be viewed as mere default simpliciter. The conduct of the respondent in allowing the arrears of rent to accumulate over prolonged periods and thereafter, making lump sum payments, would unmistakably amount to wilful default. Further, this Court is of the view that, even the receipt of such belated payments by the



petitioner, cannot be construed as waiver or acquiescence so as to exonerate the respondent from the statutory consequences of default.

- (14) This Court is fortified in the above view by the judgments in ***Vanitha vs. Kuppusamy [1999 (III) MLJ 511]***, ***Gopalsamy and Anr. Vs. R.Renganathan and Ors. [2000(1) MLJ 703]*** and ***M.A.Abdul Jabbar Vs. M.S.Muhammed Yahya*** reported in MANU/TN/7080/2007.
- (15) In the case of ***Vanitha Vs. E.Kuppusamy***, the Court while considering a similar case where the tenant moved the Rent Control Court under Section 8(5) of the Act, found that if the tenant failed to deposit the rent as and when it became due, the tenant was bound to face the penal consequence for such default, since it was the duty of the tenant to ensure that the rent did not fall in arrears. The Court while interpreting the provisions of Section 8[5] in the context of Section 10(2)(i) of the Act in para 14 and 15 held as follows:

“14. Now I come to the facts of the case. It is admitted that the petitioner herself moved the Rent Controller under Section 8(5) of the Act, which says that a landlord is bound to give receipt in acknowledgement of Rent. It is further provided that in case any landlord refuses to accept the rent, or evades issuance of receipt, the tenant is entitled to issue a notice to the landlord to specify a bank in which the rent could be deposited to the credit



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of the landlord. If the landlord specifies a bank to the tenant, deposit shall be made in that bank. If the landlord does not specify a bank, rent will have to be deposited by money order after deducting the money order commission. Thereafter, Section 8(5) of the Act says thus:

If the landlord refuses to receive the rent remitted by money order under Sub-section (4), the tenant may deposit the rent before the controller and continue to deposit with him any rent which may subsequently become due in respect of the building.

15. When does a rent become due? Section 10(2)(i) of the Act says that the rent will have to be paid as and when it becomes due, and the payment will have to be made within 15 days after the expiry of the time fixed in the agreement of tenancy, or, in the absence of such an agreement, by the last day of the month next following that for which the rent is payable. On a reading of Section 8(5) and 10(2)(i) of the Act, even in case where a landlord refuses to receive rent remitted by money order, the obligation of the tenant to deposit the rent as and when it becomes due continues. Since it is the tenant who has moved the court to exonerate himself from the penal consequences of default, it is his duty to see that the rent does not fall in arrears.”

(16) In the **Abdul Jabbar**’s case reported in **MANU/TN/7080/2007**, this Court while



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considering if the receipt of rent by Money Order by the landlord, against the specific directions of the Court to deposit rent into court, amounted to acquiescence, held that the payments made through Money Order contrary to the directions of the Court, did not absolve the tenant of penal consequences of wilful default and that the receipt of the rent, by the landlord did not amount to acquiescence. The consistent view of this Court has been that even when a tenant initiates proceedings under Section 8[5] of the Act, the obligation to deposit rent regularly and within the statutory time period continues unabated and failure to do so, constitute wilful default.

- (17) Though the aforesaid judgments arose under the Tamil Nadu Rent Control Act, the same would apply on all fours since the provisions of the Pondicherry enactment are in *pari materia*. Applying the ratio laid down in the aforesaid judgment, this Court finds that the contention of the learned counsel for the respondent that the default if any, would be construed as default simpliciter and not as wilful default, in view of the the pendency of HRCOP.No.16/2014 initiated by the respondent for deposit of rent, is unsustainable. This Court finds that the Courts below having properly appreciated the evidence on record and applied the correct principles of law, interference in the concurrent findings of the Courts below, in exercise of the jurisdiction under Article 227



of the Constitution of India, is unwarranted.

(18) The Hon'ble Supreme Court, in ***Smt.Rajbir Kaur and Another Vs.***

M/s.S.Chokosiri and Co [AIR 1988 SC 1845], held that "*when the findings of fact recorded by the Courts below are supportable on the evidence on record, the revisional Court must be reluctant to embark upon an independent reassessment of the evidence and to supplant a conclusion of its own, so long as the evidence on record admitted of and supported the one reached by the Courts below..*"

(19) This Court finds that the findings recorded by the Courts below are based on and supported by the materials on record and therefore, this Court, sitting in revision, cannot re-appreciate the evidence as a Court of Appeal. On the basis of the materials on record and in the light of the judgments referred to above in preparas, this Court is of the considered view that mere pendency of the proceedings under Section 8[5] of the Act does not absolve the respondent of his liability to pay the rent regularly and promptly on the dates if fell due and also that accepting of lump sum payments by the petitioner would not tantamount to acquiescence or waiver.

(20) This Court therefore finds absolutely no infirmity or illegality in the concurrent findings of the Courts below. Therefore, the orders passed by the Courts below



CRP Nos.225 and 444 of 2026

finding the respondent guilty of wilful default and directing eviction on that ground, are not interfered with.

- (21) In the result, the Civil Revision Petition in CRP.No.225/2026 is **dismissed**. Insofar as **CRP.No.444/2026**, relating to eviction of the respondent on the ground of owner's personal use and occupation under Section 10[3][a][iii], this Court finds that the Courts below, on proper appreciation of the materials on record, found that the petitioner failed to prove the same. Hence, in the absence of any perversity in the findings of the Courts below, applying the judgment of the Hon'ble Supreme Court in *Smt.Rajbir Kaur and Another Vs. M/s.S.Chokosiri & Co.*, this Court is of the view that no interference is warranted in the concurrent findings of the Courts below. Hence, the Civil Revision Petition in CRP.No.444/2026, is also **dismissed**. No costs. Consequently, the connected miscellaneous petition is closed.

01.06.2026

Index:Yes/No

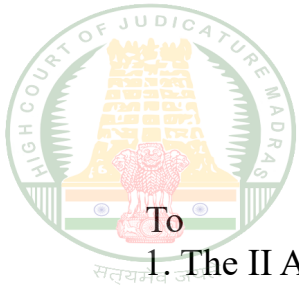
Speaking Order:Yes/No

Neutral Citation:Yes/No

Internet:Yes

dsn / AP

14/20



CRP Nos.225 and 444 of 2026

To

1. The II Additional District Judge, Puducherry.

2. The Rent Controller II, Puducherry.



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CRP Nos.225 and 444 of 2026

N.MALA,J.

Dsn / AP

**Order in
CRP Nos.225 and 444 of 2026**

01.06.2026



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IN THE HIGH COURT OF JUDICATURE AT MADRAS

**DATED:01.06.2026
CORAM**

THE HON'BLE MRS. JUSTICE N.MALA

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and CMP No.982 of 2026**

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CRP No.225 of 2026:

For Petitioner (s) : Mr.Prakash Adiapadam

For Respondent (s): Mr.Sreedhar
for Mr.P.Suresh babu

CRP No.444 of 2026:

For Petitioner (s) : Mr.Sreedhar
for Mr.P.Suresh babu

For Respondent (s): Mr.Prakash Adiapadam



CRP Nos.225 and 444 of 2026

COMMON ORDER

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After the orders were pronounced in the Chambers. The learned counsel for the petitioner submitted that the respondent is holding the advance amount of Rs.1,80,000/- paid by the petitioner and that he may be permitted to continue in possession till the entire advance amount is adjusted. The learned counsel for the petitioner in the alternative sought time of three months from today, to vacate and hand over vacant possession of the demised premises to the respondent.

2.Under the facts and circumstances of this case, this Court is not inclined to permit the petitioner to retain possession of the demised premises by adjusting the rent against the advance amount. However, the prayer of the learned counsel for the petitioner to vacate the premises within a period of three months from today is recorded.

3.The petitioner is directed to vacate the demised premises on or before 31.08.2026 and hand over vacant possession to the respondent. The respondent in-turn shall return the advance amount, if any, at the time of handing over of vacant possession by the petitioner.

01.06.2026

Internet:Yes

Speaking Order:Yes/No

Neutral Citation:Yes/No

dsn



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01.06.2026

20/20