



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 03-02-2026

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THE HON'BLE MRS.JUSTICE T.V.THAMILSELVI

**S.A.No.174 of 2021
and C.M.P.Nos.3501 of 2021, 9971 of 2022 & 26100 of 2025**

The Indian Oil Corporation Ltd.,
(Govt. of India Undertaking),
Indian Oil Bhavan,
Ga Aliyavur Jung Marg Bandra East,
Mumbai - 400 051.

..Appellant

Vs.

1. T.Srinivasan
S/o. Late B.M.Thimmarayan,
No.117, Main Road, Bargur Town (Post),
Krishnagiri Taluk and District.
2. T.Pandiyan
S/o. Late B.M.Thimmarayan,
No.117, Main Road, Bargur Town (Post),
Krishnagiri Taluk and District.
3. T.Rangappan (Died)
S/o. Thimmi Chetty,
Pillaiyar Temple Street, Bargur Town (Post),
Krishnagiri Taluk and District.
4. Sathyamurthy
S/o. Late T.Rangappan,
Pillaiyar Temple Street, Bargur Town (Post),
Krishnagiri Taluk and District.
5. Prema
D/o. Late T.Rangappan,
Pillaiyar Temple Street, Bargur Town (Post),
Krishnagiri Taluk and District.



6. Loganathan
S/o. Late T.Rangappan,
Pillaiyar Temple Street, Bargur Town (Post),
Krishnagiri Taluk and District.
7. Ravi
S/o. Late T.Rangappan,
Pillaiyar Temple Street, Bargur Town (Post),
Krishnagiri Taluk and District.
8. Bhuvaneshwari
D/o. Late T.Rangappan,
Pillaiyar Temple Street, Bargur Town (Post),
Krishnagiri Taluk and District.
9. Mageshwari
D/o. Late T.Rangappan,
Pillaiyar Temple Street, Bargur Town (Post),
Krishnagiri Taluk and District.
10. Saravanamurthi
S/o. Late T.Rangappan,
Pillaiyar Temple Street, Bargur Town (Post),
Krishnagiri Taluk and District.

(R3 Died, RR4 to 10 are brought on record as Legal representatives of the deceased R3 vide Court Order dated 13.11.2025 made in C.M.P.Nos.15934, 15937 & 15940 of 2022 in S.A.No.174 of 2021)

...Respondents

This Second Appeal has been filed under Section 100 of C.P.C praying to set aside the Judgment and Decree dated 11.11.2019 passed in A.S.No.24 of 2019 on the file of the Principal District Judge, Krishnagiri setting aside the Judgment and Decree dated 03.03.2011 passed in O.S.No.186 of 2008 on the file of the Principal Subordinate Judge, Krishnagiri by allowing this Second Appeal with costs of the Appellant.

For Appellant	:	Mr.R.Ravi
For Respondents – 1 & 2	:	Mrs.Chitra Sampath, Senior Counsel for Ms.C.Jaya Chithra



For Respondent – 3 : Died
For Respondents – 4 to 10 : Batta Due

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JUDGMENT

This Second Appeal has been filed by the Appellant praying to set aside the Judgment and Decree dated 11.11.2019 in A.S.No.24 of 2019 passed by the learned Principal District Judge, Krishnagiri, setting aside the Judgment and Decree dated 03.03.2011 in O.S.No.186 of 2008 passed by the learned Principal Subordinate Judge, Krishnagiri.

2. In the present case, one Mr.B.M.Thimmarayan (father of the Respondents 1 & 2) is the Plaintiff; deceased 3rd Respondent is the 1st Defendant and Appellant is the 2nd Defendant. For the sake of convenience, the parties are arrayed in the same order as in the Trial Court.

3. The short facts pleaded in the plaint in O.S.No.186 of 2008 are as follows:

The Plaintiff is an absolute owner of the property comprised in S.Nos.413/2 & 414/1 measuring an extent of 14,400 Sq.ft situated at Bargur Village, Bargur R.D., Krishnagiri R.D (hereinafter referred to as “suit property”). The 1st Defendant wanted to run a Petrol Bunk in the suit property. On 17.03.2003, Plaintiff and 1st Defendant had entered into a registered Lease Agreement, for the lease period of 20 years. On 07.05.2003, the said Lease



Agreement was registered as Lease Deed Document No.703 of 2003. For the first three years of lease period, monthly rent was fixed at the rate of Rs.9,000/- per month and for the next three years of lease period, monthly rent was fixed at the rate of Rs.9,900/-. The 1st Defendant had paid a sum of Rs.1,00,000/- as advance amount to the Plaintiff.

4. In the Lease Agreement dated 17.03.2003, S.No.414/1 was omitted and thus, a Rectification Lease Agreement dated 09.06.2003 was executed. The 1st Defendant entered into a Sub Lease Deed dated 03.12.2004 with 2nd Defendant after getting the Plaintiff's consent vide Consent Agreement dated 29.11.2004. The 1st Defendant was paying the monthly rent till 07.04.2006 and thereafter, he defaulted on payment of rent. Though the Plaintiff repeatedly demanded the 1st Defendant to pay the rent, 1st Defendant did not pay the rent. Hence, Plaintiff sent a Legal Notice dated 07.04.2007 to the Defendants 1 & 2, calling upon them to vacate the premises within one month from the date of receipt of notice and pay the arrears of rent and get back their advance amount.

5. After the receipt of Legal Notice dated 07.04.2007, 1st Defendant was paying the rent at the rate of Rs.9,000/- per month till the month of November, 2007, but, thereafter, again, he defaulted on payment of rent in spite of several demands made by the Plaintiff. On the other hand, after receiving the Legal Notice dated 07.04.2007, 2nd Defendant had sent a Reply Notice dated



23.05.2007 to Plaintiff stating that 2nd Defendant is paying the agreed rent amount to 1st Defendant without any default, but, 2nd Defendant was not aware of the non-payment of rent by the 1st Defendant.

6. Subsequently, on 01.09.2008, Plaintiff demanded the 1st Defendant to pay the arrears of rent, but, 1st Defendant had stated that he has handed over the Petrol Bunk to 2nd Defendant and that Plaintiff can make his claim to 2nd Defendant. Since the rent is due from the month of December, 2007 and the Petrol Bunk was not functioning for more than a year, Plaintiff issued a Statutory Legal Notice dated 12.09.2008 to the Defendants 1 & 2, calling upon them to vacate the suit property within one month from the date of receipt of notice and pay the arrears of rent and get back their advance amount. The said notice was also received by the Defendants 1 & 2, but, even after the receipt of said notice, they neither vacated the suit property nor paid the arrears of rent. Therefore, Plaintiff had filed an original suit in O.S.No.186 of 2008 before the Subordinate Court, Krishnagiri for the following reliefs:

*“(a) To direct the Defendants to vacate the suit property and hand over the possession to the Plaintiff and in case of their failure to do so the same may be done through process of this Court and
(b) To direct the Defendants to pay costs of suit.”*

7. The brief averments in the written statement of 1st Defendant are as follows:



The Plaintiff purposely avoided to receive the rent. Even though 1st Defendant offered to pay the rent, Plaintiff refused and insisted the 1st Defendant to vacate the suit property since there was a dispute in the family of the Plaintiff regarding family arrangement. After the receipt of legal notice, when 1st Defendant approached the Plaintiff, Plaintiff stated that notice was given only to satisfy his sons and thus, 1st Defendant need not give any reply to the said notice. The Plaintiff is not entitled to evict the tenant before the end of lease period. Therefore, the suit is liable to be dismissed.

8. The brief averments in the written statement of 2nd Defendant are as follows:

Only with the consent of the Plaintiff, Defendants 1 & 2 entered into the Sub Lease Deed and Plaintiff has also signed the said Sub Lease Deed as a witness. The rent for the suit property was paid by the 2nd Defendant to 1st Defendant till date. So, there is no arrears of rent. There is no breach of terms of lease. Hence, no cause of action to the suit had arisen and the suit has to be dismissed with exemplary costs.

9. Based on the above pleadings, the Trial Court has framed the following issues:

- “1. Whether the Lease Agreement Ex.A6 is a legally admissible document?*
- 2. Whether the Defendants breached any condition of the Lease Agreement?*



3. *Whether the Plaintiff is entitled to the relief of eviction of tenants as prayed for?*
4. *To what relief the Plaintiff is entitled?"*

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10. Before the Trial Court, on the side of Plaintiff, Plaintiff examined himself as P.W.1 and 7 documents were marked as Exs.A1 to A7 and on the side of Defendants, 1st Defendant examined himself as D.W.1 and one Mr.Chandrasekaran was examined as D.W.2 and 11 documents were marked as Exs.B1 to B11.

11. Considering the oral and documentary evidence available on record, the learned Subordinate Judge, Krishnagiri vide Judgment and Decree dated 03.03.2011, dismissed O.S.No.186 of 2008 with costs.

12. While so, Plaintiff had died on 26.04.2011. Thereafter, challenging the Judgment and Decree dated 03.03.2011 in O.S.No.186 of 2008 passed by the Trial Court, Respondents 1 & 2 (Plaintiff's sons) filed an Appeal Suit in A.S.No.24 of 2019 before the Principal District Court, Krishnagiri. The 1st Appellate Court vide Judgment dated 11.11.2019, allowed A.S.No.24 of 2019 by granting the relief that Plaintiff is entitled to claim eviction and set aside the Judgment dated 03.03.2011 in O.S.No.186 of 2008 passed by the Trial Court. Aggrieved by the same, Appellant/2nd Defendant has preferred this Second Appeal.



13. This Court vide Order dated 23.03.2021, admitted this Second Appeal on the following substantial questions of law:

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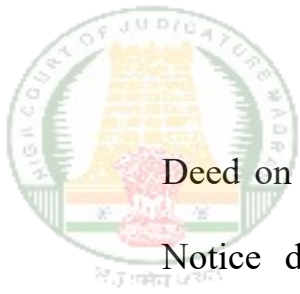
“(a) Whether the Lower Appellate Court was right in allowing the appeal by declaring that there was willful default in payment and consequently lessee can be evicted whilst there was no corresponding clause of forfeiture for default in payment of rent in the lease agreement Ex.A6 and Lease Deed Exhibit B5?

(b) Whether the Lower Appellate Court was right in reversing the well considered judgment of trial Court which had unambiguously held that none of the parameters for determination of lease found in Section 111 of Transfer of Property Act, 1882 has arisen?

(c) When there was no covenant of right of re-entry for default in payment of rent as adumbrated in Section 111(g) in the Lease Deed whether the Lower Appellate Court was right in reading such a right into the contract on the ground that there is no such prohibition in law?”

14. Mr.R.Ravi, learned counsel for Appellant submitted that 1st Defendant had entered into a Sub Lease Deed dated 03.12.2004 with Appellant/2nd Defendant only after obtaining the consent of Plaintiff. The Plaintiff had no objection for leasing out the properties mentioned in the Sub Lease Deed dated 03.12.2004 to 2nd Defendant. In fact, Plaintiff had signed the said Sub Lease Deed as an attesting witness.

14.1. It is further submitted by the learned counsel for Appellant/2nd Defendant that Appellant/2nd Defendant was paying the agreed rent amount to 1st Defendant without any default. There is no breach of the terms of Sub Lease



Deed on the part of Appellant/2nd Defendant. Only after the receipt of Legal Notice dated 07.04.2007, Appellant/2nd Defendant came to know that 1st Defendant had defaulted on payment of rent.

14.2. The learned counsel for Appellant/2nd Defendant also submitted that payment of rent or non-payment of rent is between the 1st Defendant (lessee) & Plaintiff (lessor) and the same will not bind the Appellant/2nd Defendant. Therefore, the learned counsel prayed that the Judgment dated 11.11.2019 in A.S.No.24 of 2019 passed by the 1st Appellate Court may be set aside.

15. On the other hand, Mrs.Chitra Sampath, learned Senior Counsel appearing on behalf of Respondents 1 & 2 submitted that 1st Defendant was paying the monthly rent to Plaintiff till 07.04.2006 and thereafter, he defaulted on payment of rent. Hence, Plaintiff vide Legal Notice dated 07.04.2007, called upon the Defendants 1 & 2 to vacate the premises and pay the arrears of rent. After the receipt of said legal notice, 1st Defendant was paying the rent till the month of November, 2007, but, thereafter, again, he defaulted on payment of rent. Therefore, Plaintiff issued a Statutory Legal Notice dated 12.09.2008 to Defendants 1 & 2, calling upon them to vacate the suit property within one month from the date of receipt of notice and pay the arrears of rent and get back their advance amount. However, even after the receipt of said statutory legal



notice, Defendants 1 & 2 neither vacated the suit property nor paid the arrears of rent. This necessitated the Plaintiff to file the suit.

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15.1. It is also submitted by the learned Senior Counsel for Respondents 1 & 2 that when the Plaintiff had demanded arrears of rent from 1st Defendant, 1st Defendant stated that Petrol Bunk was handed over to 2nd Defendant and thus, Plaintiff can make his claim only to 2nd Defendant. The Defendants are inter changing their liability against each other to pay the rent.

15.2. The learned Senior Counsel for Respondents 1 & 2 further submitted that though the 1st Defendant was receiving rent from 2nd Defendant, 1st Defendant did not pay the rent to Plaintiff. The 1st Defendant has committed chronic default in payment of rent which is in violation of the terms of Lease Agreement dated 17.03.2003. Therefore, the learned 1st Appellate Judge has rightly allowed A.S.No.24 of 2019 by holding that as a Lessee, 1st Defendant is duty bound to pay the rent regularly, but, 1st Defendant has defaulted on payment of rent and thus, Plaintiff is entitled to claim eviction of 1st Defendant.

15.3. That apart, the learned Senior Counsel for Respondents 1 & 2 submitted that the arrears of rent payable by the Appellant to Respondents 1 & 2 is amounting to Rs.4,70,964/-, which has been clearly mentioned in the Statement of Calculation filed by the Respondents 1 & 2.



16. Heard the learned counsel for Appellant and the learned Senior Counsel for Respondents 1 & 2.

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17. Today, the Officials from the Appellant Corporation appeared before this Court as per the direction issued by this Court in the order dated 27.01.2026.

18. In the present case, Plaintiff and 1st Defendant had entered into a registered Lease Agreement dated 17.03.2003 for the lease period of 20 years. Thereafter, 1st Defendant entered into a Sub Lease Deed dated 03.12.2004 with 2nd Defendant after getting the consent of Plaintiff for adding two more years in the aforesaid lease period. The 1st Defendant was paying the monthly rent till 07.04.2006, but, thereafter, he defaulted on payment of rent. Hence, Plaintiff sent a legal notice to the Defendants 1 & 2, calling upon them to vacate the premises and pay the arrears of rent. After the receipt of said legal notice, 1st Defendant was paying the rent till the month of November, 2007, but, thereafter, again, he committed default. Therefore, Plaintiff issued a Statutory Legal Notice to the Defendants 1 & 2, calling upon them to vacate the suit property within one month from the date of receipt of notice and pay the arrears of rent and get back their advance amount. However, even after the receipt of said notice, Defendants 1 & 2 neither vacated the suit property nor paid the arrears of rent. Hence, Plaintiff had filed O.S.No.186 of 2008 before the Trial



Court, but, the said suit was dismissed. Challenging the judgment of dismissal, Respondents 1 & 2 filed A.S.No.24 of 2019 before the 1st Appellate Court and the same was allowed. Hence, Appellant/2nd Defendant has preferred this Second Appeal.

19. As far as this case is concerned, Plaintiff is the lessor; 1st Defendant is the lessee and 2nd Defendant is the sub-lessee. On 07.05.2003, the Lease Agreement dated 17.03.2003 executed between the Plaintiff and 1st Defendant was registered as Lease Deed Document No.703 of 2003. Under the said Lease Deed, Plaintiff agreed to lease the suit property to 1st Defendant for a period of 20 years i.e., effective from 07.05.2003 and expiring on 06.05.2023. Then, by virtue of Sub Lease Deed dated 03.12.2004 executed between the 1st Defendant and 2nd Defendant, the lease period was extended for 22 years i.e., effective from 07.05.2003 and expiring on 06.05.2025.

20. From a perusal of the materials available on record, it is evident that the 2nd Defendant was regularly paying the rent to 1st Defendant, but, 1st Defendant did not pay the rent to Plaintiff. The 1st Defendant has committed chronic default in payment of rent which is in violation of the terms of Lease Agreement dated 17.03.2003. It is also evident that the lease period has expired on 06.05.2025 and the arrears of rent amounting to Rs.4,70,964/- payable by the Appellant Corporation to Respondents 1 & 2, is due.



21. Considering the above facts and circumstances of the case, I am of the opinion that Plaintiff (lessor) has every right to evict the 1st Defendant (lessee) for non-payment of monthly rent and the Judgment & Decree dated 11.11.2019 in A.S.No.24 of 2019 passed by the 1st Appellate Court does not warrant any interference. Further, no question of law, much less a substantial question of law, arises for consideration in this Second Appeal. Therefore, this Court is not inclined to allow this Second Appeal.

22. In the result, this Second Appeal is dismissed and Judgment & Decree dated 11.11.2019 in A.S.No.24 of 2019 passed by the learned Principal District Judge, Krishnagiri is confirmed. As a sequel, Appellant/2nd Defendant is directed to vacate the suit property by removing the superstructure put up by them in the suit property and hand over the vacant possession of the suit property to the Respondents 1 & 2, within a period of six months from the date of uploading of a copy of this judgment. If the Appellant/2nd Defendant fails to adhere the said direction, it is open to the Respondents 1 & 2 to take possession of the suit property by following the due process of law. No costs. Consequently, connected Miscellaneous Petitions are closed.

03-02-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No
mrr



To

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- 1.The Principal District Judge,
Krishnagiri.
- 2.The Principal Subordinate Judge,
Krishnagiri.



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S.A.No.174 of 2



T.V.THAMILSELVI, J.

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S.A.No.174 of 2021

03-02-2026