



WEB COPY

SA No. 280 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 15-04-2026

CORAM

THE HON'BLE MR.JUSTICE S. SOUNTHAR

**SA No. 280 of 2026 and
CMP No.9405 of 2026**

Sivakumar, S/o.Kunju,
Aandipalayam Main Road,
Manalmedu Village, Mayiladuthurai Taluk,
Mayiladuthurai.

..Appellant(s)

Vs

Azhagharsami, S/o.Santhanam,
Naidu Street, Manalmedu Village,
Mayiladuthurai.

..Respondent(s)

Prayer: Second Appeal filed under Section 100 of CPC to set aside the Judgment and Decree dated 19.12.2025 made in A.S.No.9 of 2023 on the file of the Principal Subordinate Judge, Mayiladuthurai, confirming the Judgment and Decree dated 25.01.2022 made in O.S.No.149 of 2016 on the file of Principal District Munsif Court, Mayiladuthurai, by allowing this appeal.

For Appellant(s): Mr. A.V.Arun

For Respondent(s): Mr. A.Muthukumar



JUDGMENT

The unsuccessful defendant is the appellant herein.

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2. The respondent/plaintiff filed a suit in O.S.No.149 of 2016 against the appellant/defendant for ejectment and for recovery of arrears of rent. The said suit was decreed by the trial court by directing the defendant to hand over vacant possession of the suit property to the respondent/plaintiff. Challenging the findings of the trial court, the defendant filed first appeal in A.S.No.9 of 2023 and the same was dismissed by the first appellate court, affirming the findings of the trial court. Aggrieved by the concurrent findings of the courts below, the defendant has filed the present second appeal.

3. According to the respondent/plaintiff, the suit property was leased out to the defendant for a monthly rent of Rs.450/- and for the same, a lease agreement was entered into between them on 15.10.2004. Subsequently, the rental amount was enhanced to Rs.500/- and the lease agreement was renewed from time to time. Finally, on 08.02.2015, there was a fresh lease agreement, under which, the defendant agreed to vacate the premises by the end of June 2015. However, the defendant failed to vacate the suit premises as agreed and hence, the plaintiff issued a notice on 29.02.2016, terminating the lease and sought for delivery of possession. Thereafter, the instant suit has been filed by



the plaintiff seeking ejectment of the defendant.

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4. The appellant/defendant filed a written statement and denied the lease agreement entered into between the plaintiff and the defendant. It was the case of the defendant that he never entered into any kind of lease agreement with the plaintiff. He also raised a plea that the plaintiff was not owner of the suit property and he entered into lease agreement only with the father of the plaintiff Santhanam. It was the further case of the defendant that the plaintiff was not the absolute owner of the suit property and hence, he sought for dismissal of the suit.

5. Before the Trial Court, on the side of the plaintiff, he examined himself as PW1 and one of the attessor to the lease agreement was examined as PW2 and 6 documents were marked as Ex.A1 to Ex.A6. On the side of the defendant, he examined himself as DW1, however, no documentary evidence was adduced on his side.

6. The Trial Court, on appreciation of oral and documentary evidence available on record, came to the conclusion that the defendant was a lessee under the plaintiff and decreed the suit by directing the defendant to hand over possession of the suit property to the plaintiff. Aggrieved by the findings of the trial court, the defendant filed an appeal in A.S.No.9 of 2026 on the file of



Principal Subordinate Judge, Mayiladuthurai. The first appellate court dismissed the appeal, affirming the findings of the trial court. Challenging the concurrent findings of the courts below, the defendant has filed the instant second appeal before this court.

7. The learned counsel for the appellant/defendant would submit that the respondent/plaintiff is not the absolute owner of the suit property and hence, the courts below were not justified in granting decree for recovery of possession in favour of the plaintiff/respondent.

8. According to the appellant/defendant, he entered into a lease agreement only with the father of the plaintiff and hence, he is a lessee under the plaintiff's father Santhanam alone and in the absence of impleading the other legal representatives of the said Santhanam, the suit filed by the plaintiff alone is not maintainable.

9. The defendant, though denied the lease arrangement entered into between him and the plaintiff, various lease agreements between the plaintiff and the defendant have been marked as Ex.A1 to Ex.A5 before the trial court. Further, the attesor to the lease agreement was examined as PW2 and he clearly deposed about the lease arrangement between the plaintiff and the defendant. Based on the evidence of the attesor, both the courts below came to the



conclusion that the plaintiff had proved the lease arrangement with the defendant. Further, the courts below also relied on the averments made by the defendant in the earlier suit filed by him against the present plaintiff in O.S.No.171 of 2015 on the file of Principal District Munsif, Mayiladuthurai seeking bare injunction and plaint in the said suit was marked as Ex.A6. In the said plaint, the plaintiff therein (defendant herein) stated that he entered into a lease agreement with the father of the plaintiff Santhanam. Even in the written statement filed by the defendant in the present suit, he raised a plea that he entered into the property as a lessee under the said Santhanam. Therefore, the jural relationship between the plaintiff and the defendant is admitted by the defendant. Merely all the legal heirs of the said Santhanam have not filed the present suit together, the defendant is not entitled to object the same. The suit filed by one of the legal heirs of Santhanam against the tenant is very well maintainable and the same shall be considered only as a suit for the benefit of the entire estate. In such circumstances, this court is not impressed by the submissions made by the learned counsel for the appellant.

10. Even otherwise, the lease arrangement between the plaintiff and the defendant had been marked as Ex.A1 to Ex.A5 and the execution of the same has been properly proved by examining the attestor to the lease arrangement, as PW2. The courts below, on appreciation of evidence of PW2 came to the conclusion that the jural relationship between the plaintiff and the defendant has



been proved and hence, the plaintiff is entitled to get the decree. In such circumstances, I do not find any perversity in the factual findings reached by the courts below.

11. Accordingly, the second appeal stands dismissed, confirming the findings of the courts below. There shall be no order as to costs. Connected miscellaneous petition is closed.

15-04-2026

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

MST

To

1. The Principal Subordinate Judge, Mayiladuthurai.
2. The Principal District Munsif, Mayiladuthurai.



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S.SOUNTHAR, J.

MST

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