



WEB COPY

CRP Nos. 2590 & 2592 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27-04-2026

CORAM

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

CRP Nos. 2590 & 2592 of 2026

AND

CMP Nos. 10929 &10932 of 2026

B.Rameshchand
S/o. Bhawaral,
Rep. by its Chairman,
M/s.Pradeep Stainless India Pvt.Ltd.,
Having branch at (Eviction Address),
M/s.Pradeep Stainless India Pvt.Ltd.,
N.D.No.9/2, Old D.No.6,
Gajapathylala Street, Krishnampet,
Triplicane, Chennai – 600 005.

Having office at Pradeep Stainless India Pvt.Ltd.,
Plot C3, B7 and D1, Phase II,
Special Economic Zone,
Tambaram, Chennai 45.

Also at, B.Rameshchand,
No.45/23, Chengalvarayan Street,
Triplicane,
Chennai – 600 005.

..Petitioner in both
petitions

Vs

Vijayaraj Bhawarlal
S/o. Bhawarlal,
No.51, 1st Main Road,
New Colony,
Chrompet, Chennai – 600 044.

..Respondent in both
petitions



COMMON PRAYER : Civil Revision Petitions are filed under Article 227 of the Constitution of India, to set aside the order dated 01.04.2026 passed in M.P.Nos.1 & 2 of 2025 in R.L.T.O.P.No.306 of 2025 passed by the XI Small Causes Court, Chennai.

In both CRPs :

For Petitioner(s): Mr.Subhang P Nair

For Respondent(s): Mr.S.Nambi Arooran

COMMON ORDER

Challenging the impugned order dated 01.04.2026 passed in M.P.Nos.1 & 2 of 2025 in R.L.T.O.P.No.306 of 2025 passed by the XI Small Causes Court, Chennai, the respondent has filed this revision petitions.

2. The respondent has filed an applications before the trial court under Order VIII Rule 1A(3) r/w. Section 151 of CPC for permitting him let in oral evidence as there is no landlord and they were enjoying the property as per the Tripartite Agreement dated 17.06.2015 executed between himself and respondent as well as their mother based on the Tripartite Agreement between three brothers with regard to title over the property is in dispute. So as on date there is no landlord tenant relationship and therefore to that effect he want to let in evidence but the court below failed to give such opportunity. Therefore prays



to set aside the findings of the trial court.

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3. The learned counsel appearing for the respondent raised objections stating that before commencing the proceedings, the notice was issued by the respondent calling upon the tenant / revision petitioner for a new agreement for which he has not given consent and gave reply with false allegations but admits the rural relationship. Therefore, the court below had rightly dismissed the applications as the rural relationship is not been under dispute.

4. On considering both the submissions, the fact reveals that the revision petitioner and the respondent are brothers and along with another brother, there was a Tripartite Agreement was entered between them on 17.06.2015 in which the disputed premises as their part of the said agreement. Now the mother also settled the property, based on that the respondent is claiming right over the property. But the title is disputed by the revision petitioner based on the Tripartite Agreement terms and the learned counsel also pointed out that nearly about Rs.17 Crores he had disbursed, all these facts which requires detailed evidence. According to the respondent, it is not related to the landlord tenant relationship and the said agreement is also no way connected to the dispute. But the fact reveals that all the terms arise between the parties based on the Tripartite Agreement. So it is not like other case of landlord tenant relationship, as the other issues also been involved. Therefore, opportunity be given before



the trial court. Already there were C.S. Nos.434 & 438 of 2018, C.S.Nos. 355 & 483 of 2019 and CS No.6 of 2020 wherein the claim between the parties were

reached in respect of the Tripartite Agreement and all the issues were settled.

The learned counsel for the revision petitioner pointed out that all the issues involved in those civil suits totally differs, as it all regard to money recovery proceedings. But the premise involved in the Tripartite Agreement to that effect the revision petitioner adduced evidence. Therefore, it is not like other case of *RCOP* landlord tenant case. There is a Tripartite Agreement, to that effect, he is entitled to adduce evidence. Hence, the findings of the trial court is set aside.

The parties are directed to cooperate with the proceedings. The trial court is directed to dispose of the case within a period of twelve weeks from the date of receipt of a copy of this order.

5. Accordingly, these Civil Revision Petitions are allowed. The impugned order dated 01.04.2026 passed in M.P.Nos.1 & 2 of 2025 in R.L.T.O.P.No.306 of 2025 passed by the XI Small Causes Court, Chennai, are set aside. No costs. Consequently, the connected Civil Miscellaneous Petitions are closed.

27-04-2026

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

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CRP Nos. 2590 & 2592 of 2



T.V.THAMILSELVI J.

MTL

To

1. The XI Small Causes Court, Chennai.

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