



WEB COPY

CRP No. 2983 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 05-06-2026

CORAM

THE HON'BLE MR JUSTICE ABDUL QUDDHOSE

CRP No. 2983 of 2026

and C.M.P. No.12515 of 2026

H.Barkha

..Petitioner(s)

Vs

1. V.J.Chandira Gupta

2. V.J.Ramanujlu

3. V.J.Chinne Krishna

..Respondent(s)

PRAYER – This Civil Revision Petition is filed under Article 227 of the Constitution of India, to set aside and reverse Fair and Decreetal order dated 01.12.2025 in I.A. No. 5 of 2024 in OS No. 7083 of 2023 on the file of the V Assistant City Civil Court, Chennai.

For Petitioner(s): Mr.Ravi Raja Bappu

For Respondent(s): Mr.S.L.Sudarsanam

ORDER

This Civil Revision Petition has been filed challenging the impugned order dated 10.12.2025 passed in I.A. No. 5 of 2024 in OS No. 7083 of 2023 on the file of the V Assistant City Civil Court, Chennai.



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2. Under the impugned order, the application filed by the petitioner seeking to frame additional issues has been rejected by the Trial Court. Admittedly, the suit was filed for recovery of arrears of rent and for damages. The petitioner is the defendant in the suit. The petitioner also made a counter claim against the respondents/plaintiffs in the suit. The only issues framed by the Trial Court are as follows:-

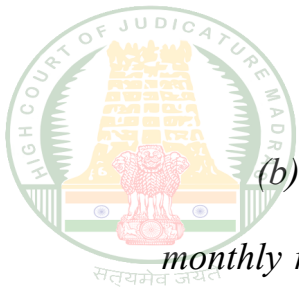
“1. Whether the Plaintiffs are entitled for sum of Rs.7,27,237/- along with interest from the defendant as prayed for in the Suit?

2. Whether the defendant is entitled for a sum of Rs.7,50,000/- from the plaintiff as claimed in the Counter Claim?

3. To what other relief the plaintiffs are entitled for?”

3. In addition to the aforementioned issues, the petitioner seeks to frame the following additional issues by the Court:-

“(a) That when the defendant had not consented for the enhanced rent, the plaintiffs ought not to have included the ‘presumed enhanced rent’ in the unregistered rental agreement to stake a claim in the present suit?



(b) When the rental agreement dated 25.04.2016 specifically provided for monthly rental payment in CASH, are not the plaintiffs' estopped from putting forth cooked up figures before this Hon'ble Court to sustain the suit claim?

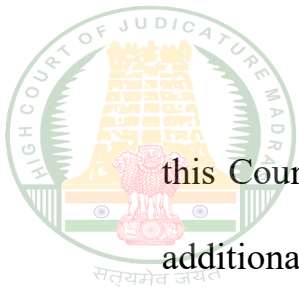
(c) Whether the passing of an ex-parte decree and the imposition of high costs for setting aside the same or to condone the delay in filing the same can lead to the finality of the proceedings?

(d) Whether the Counter claim filed by the defendant is justified and maintainable?

(e) Whether the declaration by the Greater Chennai Corporation of the suit premises as 'Red Quarantine Area' during the Covid-19 pandemic would be 'force major' clause in the implied agreement?"

4.The learned counsel appearing for the respondents/plaintiffs has no objection for framing of additional issues as requested by the petitioner/defendant. However, he would request this Court to direct the Trial Court to dispose the suit within a time frame to be fixed by this Court, considering the fact that some of the parties are senior citizens.

5.No prejudice would be caused to any of the parties if a direction is issued to the Trial Court to dispose of the suit within a time frame to be fixed by



this Court. In view of the consent given by the respondents for framing of the additional issues as requested by the petitioner, this Court directs the Trial Court viz., the V Additional Judge, City Civil Court, Chennai, in O.S.No.7083 of 2023, to frame the following additional issues:-

“(a) That when the defendant had not consented for the enhanced rent, the plaintiffs ought not to have included the ‘presumed enhanced rent’ in the unregistered rental agreement to stake a claim in the present suit?

(b) When the rental agreement dated 25.04.2016 specifically provided for monthly rental payment in CASH, are not the plaintiffs’ estopped from putting forth cooked up figures before this Hon’ble Court to sustain the suit claim?

(c) Whether the passing of an ex-parte decree and the imposition of high costs for setting aside the same or to condone the delay in filing the same can lead to the finality of the proceedings?

(d) Whether the Counter claim filed by the defendant is justified and maintainable?

(e) Whether the declaration by the Greater Chennai Corporation of the suit premises as ‘Red Quarantine Area’ during the Covid-19 pandemic would be ‘force major’ clause in the implied agreement?”



The Trial Court is also directed to dispose of the suit after framing additional issues, within a period of eight months from the date of receipt of a copy of this order.

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6. With the aforesaid direction, this Civil Revision Petition is disposed of.

No costs. Consequently, connected Miscellaneous Petition is closed.

05-06-2026

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

To

The V Assistant Judge,

City Civil Court, Chennai.



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ABDUL QUDDHOSE, J.

GSA

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