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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23-02-2026

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THE HON'BLE MR.JUSTICE P.B. BALAJI

CRP Nos.2906 and 6532 of 2025

and

CMP.No.2906 of 2025

B. Vasantha Kumar

..Petitioner in both
CRPs

Vs

V.P. Sivakumar

..Respondent in both
CRPs

Prayer in CRP No.2906 of 2025: Revision filed under Section 25 of the Tamil Nadu Building (Lease & Rent Control) Act 1960 to set aside the order and final order dated 19.12.2024 passed in RCA No.2 of 2021 on the file of Principal Sub Court, Coimbatore, confirming the fair and final order dated 23.04.2021 passed in RCOP No.24 of 2017 on the file of the Rent Controller-cum-I Additional District Munsif Coimbatore and dismiss the petition for eviction by allowing this CRP.

Prayer in CRP No.6532 of 2025: Revision filed under Section 25 of the Tamil Nadu Building (Lease & Rent Control) Act 1960 to set aside the order and final order dated 19.12.2024 passed in IA No.2 of 2024 in RCA No.2 of 2021 on the file of Principal Sub Court, Coimbatore, RCOP No.24 of 2017 order dated 23.04.2021 on the file of the I Additional District Munsif Cum Rent Controller, Coimbatore and allow the petition to receive additional documents by allowing this CRP.



For Petitioner : Mr.S.S.Swaminathan

For Respondent: S.Raghuman

COMMON ORDER

Heard Mr.Swaminathan, learned counsel for the petitioner and Mr.Raghuman, learned counsel for the respondent.

2. The revision petitions arises out of an order passed in Rent Control Original Petition where the respondent sought for eviction on the ground of wilful default and additional accommodation. Pending the RCOP, the respondent preferred an application under Section 11 (4) of the Tamil Nadu Buildings (Lease and Rent Control) Act 18 of 1960 as amended by Act 23 of 1973, in IA No.344 of 2018. In the said 11(4) application, the respondent claim that the petitioner has not paid the rents right from the date of his acquiring the property by way of a registered sale deed from the erstwhile owner Rajathiammal, in and by sale deed dated 26.12.2011. The Rent Controller allowed the 11(4) application and directed to deposit of Rs.3,20,000/- in view of the default committed by the petitioner and passed a consequential order of eviction, which was challenged by the petitioner in RCA No.2 of 2021.

3. It appears that the order in the Section 11(4) application has also been challenged independently, along with an application for condonation of delay.



However, the fate of the condone delay application or the appeal is not exactly known to both the counsel. However, it is agreed by both the counsel that the said RCA has been disposed of against the petitioner. Be that as it may, it is the contention of the learned counsel for the petitioner, Mr.Swaminathan that the petitioner was not even aware of the purchase of the property by the respondent and only for the first time when a notice was issued on 20.12.2016, by the respondent, claiming that he has purchased the property from Rajathiammal, that the petitioner was even aware that Rajathiammal had sold the property to the respondent. Reply notice was sent on 03.01.2017 stating that upto December, 2016, rents have been paid to Rajathiammal month after month and there is no default. The petitioner has further stated in the reply notice that if the respondent establishes the factum of purchase, he is willing to pay rents to the respondents. Since no rents were forthcoming despite the notice and such a stand had been taken, the respondent proceeded to file RCOP No.24 of 2017 alleging wilful default and also stating that the premises was acquired for the respondent by way additional accommodation. Pending the RCOP, the Section 11(4) application as already stated was filed and allowed. The learned Rent Controller has taken note of the fact that the petitioner has filed a lodgment schedule for Rs.12,000/- and has calculated the arrears right from the date of purchase made by the respondent and directed deposit of Rs.3,20,000/- .



4. Mr.Swaminathan, learned counsel for the petitioner/tenant would however state that the learned Rent Controller has clearly committed an error in directing deposit of rents prior to December, 2016, when admittedly, the petitioner was paying rents to the erstwhile vendor Rajathiammal, and neither Rajathiammal nor the respondent had informed the petitioner about the purchase of the property by the respondent. He would therefore state that the direction to pay rents from 2011 onwards was clearly erroneous and perverse with regard to the period commencing January, 2017, it is the categorical submission of Mr.S.S.Swaminathan, that month on month the petitioner is depositing the rents into Court in the pending RCOP No.24 of 2017, which has been filed by the respondent. He would therefore state that the question of wilful default does not arise and the Rent Controller as well as the appellate authority have clearly erred in allowing the Section 11(4) application. In fact, Mr.Swaminathan, learned counsel would also point out to the portions of the judgment in RCA No.2 of 2021, where the appellate authority has erroneously held that the petitioner has not established the factum of challenge being made to the consequential order passed post Section 11(4) application being allowed. In this regard, Mr.Swaminathan points out to the order passed by the Rent Controller in RCOP No.24 of 2017 dated 23.04.2021, where the Rent Controller has clearly recorded the memo filed by the tenant that an appeal has been filed in RCA CFR No.8734 of 2021 along with an application for condonation of delay in IA



No.1 of 2021 and that the condone delay application was posted before the Hon'ble Principal Subordinate Judge, Coimbatore on 08.06.2021. Therefore, I

am in agreement with the submission of Mr.Swaminathan in this regard. The appellate authority ought to have at least taken note of the fact that the appeal was maintainable since the Section 11(4) order was also under challenge. However, today, it is an admitted position that the condone delay application/the RCA against the Section 11(4) order is not pending and the same has been dismissed either on account of default or rejecting the condone delay application. The same has not been challenged by way of revision. Under Section 25 of the Tamil Nadu Building Lease and Rent Control Act, a revision before this Court can be filed within a period of 30 days. A further period of 30 days alone can be condoned by this Court under Section 25 (2) of the Act and any delay beyond a total of 60 days would render the challenge itself is no maintainable.

5. In the present case, no revision has been filed as against either the dismissal of the appeal in RCA No.2 of 2021 or I.A.No.1 of 2021. However, the primordial submission of Mr.Swaminathan is that when the petitioner has not defaulted in payment of rent even for one month, he cannot be called upon to pay rents which has already been paid and therefore, the Rent Controller as well as the appellate authority have committed an error in this regard.



6. Per Contra, Mr.Raghuman, learned counsel for the respondent would state that the Rent Controller has taken note of the lodgment of Rs.12,000/-, which alone was available before the Rent Controller and had rightly deducted the said amount while directing the petitioner to pay Rs.3,20,000/-. He would also state that when the consequential order was passed as well there was a finding by the Rent Controller that a total sum amounting to Rs.96,000/- and Rs.2,36,000/- alone was outstanding. It is the further contention of the counsel for the respondent/landlord that at least from 2016, December, the petitioner came to know that the property had been sold to the respondent or at least after the filing of the RCOP, the petitioner should have started paying the rents, especially when he has taken a stand in the earlier instance by way of reply notice that he is willing to pay the rents to the respondent, subject to proof of purchase.

7. Admittedly, the petitioner has filed a copy of the sale deed along with the RCOP petition. It is stated that the Rent Controller has permitted the petitioner to deposit the rents. I do not see any order permitting such deposit to be made. The only avenue open to the petitioner to deposit rents is under Section 8 of the Act, that too which can be invoked only when there is a refusal to receive rents by the landlord. This is not a case where the landlord has refused to receive the rents. Therefore, the petitioner could not have certainly



invoked Section 8(5) of the Act. Therefore, I do not see how the petitioner has been depositing rents from January, 2017 onwards. In any event, I am unable to accept or certify the conduct of the petitioner in making such deposit before the Rent Controller in the eviction petition filed by the respondent. At least, after having come to know that the respondent has purchased the property, the petitioner ought to have started paying monthly rents to the respondent. On the other hand, he has continued to deposit the rents before the Rent Controller. The act of the petitioner going all out to deprive the respondent of his legitimate rents, month after month, in my considered opinion, clearly amounts to wilful default.

8. In the light of the above, I do not see why this Court should not take note of the conduct of the petitioner even pending an application for eviction on the ground of wilful default. I do not therefore propose to interfere with the orders of the Rent Controller as well as the appellate authority. However, at the same time, subject to proof that the petitioner has paid any amounts to the credit of the Rent Control proceedings, the respondent will always be at liberty to seek withdrawal of the same as he is entitled to the rents. Insofar as any arrears still due beyond what has been deposited, it shall be open to the respondent to initiate separate proceedings to recover the same. Therefore, I do not propose to interfere with the orders of the Rent Controller and confirmed by the appellate authority.



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9. Considering the petitioner has been in occupation of the property even prior to the purchase of the property by the respondent, from 2004 onwards, I am inclined to grant six months' time to the petitioner to vacate and handover vacant possession subject to petitioner filing an affidavit of undertaking;

i) Undertaking to vacate the tenanted premises by 30.09.2026;

ii) Pay the admitted arrears not deposited after 2023, within a period of four weeks from the date of receipt of a copy of this order;

iii) Continue to pay the rents at Rs.4,000/- p.m. from February to September, 2026;

iv) Not to sublet or let any third party in the possession of the property, till such time he vacates and hands over vacant possession

10. Subject to filing of such an affidavit within a period of two weeks from the date of receipt of a copy of this order, the petitioner shall be entitled to the benefit of six months' time. Filing of an affidavit or failing compliance of any of the conditions stipulated herein above, the time of six months will not be available to the petitioner and the respondent shall be at liberty to execute the order of eviction.



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11. With the above directions, these civil revision petitions stand disposed of No costs. Consequently, connected miscellaneous petition is closed.

23-02-2026

Neutral Citation: Yes/No
MRN

To

1.The Principal Sub Court, Coimbatore

2.The Rent Controller-cum-I Additional District, Munsif,
Coimbatore



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CRP Nos.2906 and 6532 of 2



P.B.BALAJI, J.

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