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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 03.02.2026

CORAM

THE HONOURABLE MR.JUSTICE P.B.BALAJI

**CRP. No.4080 of 2025
and CMP. Nos.21112 of 2025**

1.Syndicate Metals,
Rep. By its Partners,
A.Sekar (Deceased)
2.S.Sasikanth
3.S.Raj Prabhu
4.S.Shanthakumari
(Petitioners 2 to 4 are LR's brought on record as per
order dated 17.12.2021 in M.P. No.1 of 2021 in RCOP. No.159 of 2019)
(Cause title accepted vide Court order dated 18.08.2025 made in
CMP. No.19337 of 2025 in CRP. SR. No.106211 of 2025)

Petitioner(s)

Vs

1.Syndicate Bottles,
Rep by its Partner,
A.P.Ashok Kumar.
2.A.P.Ashok Kumar
3.C.Bama

Respondent(s)

PRAYER: This Civil Revision Petition is filed under Section 25 of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960, to set aside the order and decree dated 10.06.2025 in R.C.A. No.61 of 2024, on the file of the VII Small Causes Court, Chennai confirming the fair order and decretal order dated 05.07.2024 made in RCOP No.159 of 2019 on the file of the X Judge, Small Causes Court, Chennai.



For Petitioners : Mr.A.Santhanakrishnan

For Respondents : Mr.E.Prabu

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ORDER

The tenants are the revision petitioners, challenging the order of fixing the fair rent under Section 4 of the Tamil Nadu Building Lease and Rent control Act, (Act 18 of 1960, as amended by Act 23 of 1973).

2. I have heard Mr.A.Santhanakrishnan, learned counsel for the Petitioners/Tenants and Mr.E.Prabhu, learned counsel for the Respondents 1, 2, 3/ landlords.

3. Brief facts that may be necessary to adjudicate the above revision petition are as follows:

The first respondent/firm claiming to be the owners of the petition premises and that the revision petitioners are tenants in respect of the said property, sought for fixation of fair rent at Rs.3,47,639/- per month. It is the contention of the landlords that the tenant is paying a monthly rent of Rs.20,000/- which is far below the prevailing market rates in the locality. It is the further case of the landlords that the tenant stopped paying monthly rents from April 2013 and denied the existence of landlord-tenant relationship. The landlords have already filed RCOP.No.305 of 2017 for eviction and the said



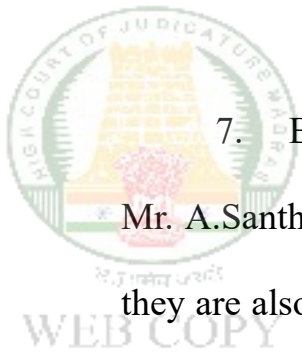
proceedings are pending. As the rent of Rs.20,000/- is very meager, the petition for fixation of fair rent was filed.

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4. The said application was resisted by the revision petitioners contending that there is no relationship of landlord and tenant and that the partners of the first revision petitioner are in fact, partners of the landlord firm as well and therefore, they cannot be called upon to pay any rents much less a fair rent. It is the further case of the petitioners that they have already filed a suit for dissolution of the landlord firm and for rendition of accounts and the said suit is also pending.

5. The Rent Controller, on enquiry found that the property admittedly belonged to the landlord firm, however, none of the revision petitioners were continuing as partners of the rival landlord firm and that both the firms are doing separate business with separate legal identities. The Rent Controller thereafter proceeded to assess the oral and documentary evidence and fixed the fair rent at Rs.1,68,240/- per month, payable from the date of filing of the RCOP.

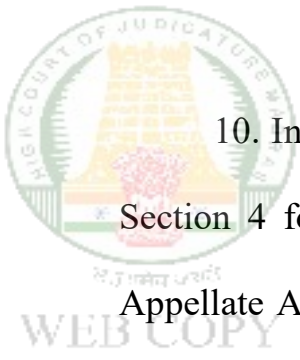
6. The revision petitioner challenged the said order of fixation of fair rent in RCA.No. 61 of 2024 and the Appellate Authority confirmed the findings of the Rent Controller and dismissed the appeal.



7. Before me as well, the learned counsel for the petitioner Mr. A.Santhanakrishnan would contend that the revision petitioners are co-owners and they are also landlords and the very petition for fixation of fair rent filed against them is not maintainable. He would further state that as long as the suit for dissolution of the partnership firm is not decided, the order fixing fair rent cannot be given effect to. He would therefore pray for the concurrent findings of the Rent Controller and the Appellate Authority to be set aside.

8. Per contra, Mr.E.Prabhu, learned counsel for the respondents/landlords would state that both the Courts have applied their mind to the evidence on record and rightly come to the conclusion that the revision petitioners had admitted to be tenants under the first respondent/landlord and consequently there was no infirmity in the order of the Rent Controller proceeding to fix fair rent and same also being confirmed in appeal. He would further contend that the tenant is only Syndicate Metals and merely because, its partners happen to be erstwhile partners of the landlord firm, it would not entitle them to contend that the fair rent application itself is not maintainable. He would therefore pray for the dismissal of the revision.

9. I have carefully considered the submissions advanced by the learned counsel on either side.



10. In fact, at the outset it should be noted that though the RCOP was filed under Section 4 for fixation of fair rent and the Rent Controller fixed a fair rent and the Appellate Authority has also confirmed the same and there is no serious contest with regard to the quantum of fair rent that has been arrived at by the Courts below. It is the only contention of the petitioners that the petitioners 2 and 3 being partners of the first respondent firm cannot be proceeded against under the Tamil Nadu Buildings Lease and Rent Control Act, more specifically Section 4 of the Act. Straight away, at this juncture, it would be relevant to point out that fair rent under Section 4 of the Act is fixed for the building and not for the tenant or for the landlord. Therefore, the fact that after elaborate enquiry, a fair rent has been fixed for the petition premises and the same has been confirmed by the Appellate Authority as well, I do not see any grounds available to interfere with the concurrent findings of fact, especially when the Courts below have assessed the oral and documentary evidence adduced by the parties in a proper perspective and applied the relevant factors under Section 4 of the Act before proceeding to fix the fair rent.

11. The only question that remains is as to whether the petitioners are tenants in the first place and whether they can be proceeded against for fixation of fair rent.

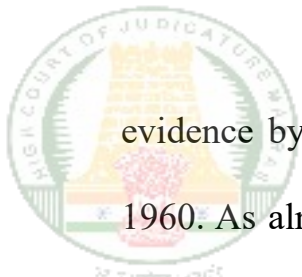
12. It has been contended by the petitioners that the petitioners have never paid any rent to the first respondent/landlord firm at any point of time and that the partners of



the petitioner firm have been partners of the first respondent firm and there is also a suit for dissolution of the said partnership firm pending before the competent Civil Court. In this regard, with regard to existence of landlord and tenant relationship, in the amended counter statement as well as counter affidavit, a plea is taken that the partners of the first petitioner firm are equal partners of the first respondent firm as well and therefore, they are co-owners against whom a fair rent, cannot be sought, leave alone being fixed.

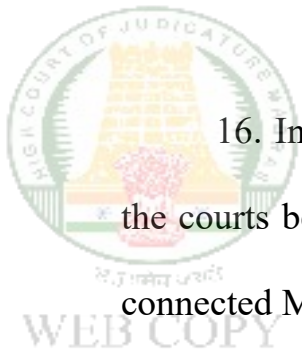
13. It is not the case of the landlords that the petitioners 2 to 4 in their individual capacity are tenants. It is their specific case in the RCOP itself that the first respondent firm is the owner of the property and the first petitioner firm is a tenant and that the first petitioner's firm is represented by its partners viz., petitioners 2 to 4. At the stage of trial, I am able to notice that the second respondent/landlord examined himself as PW1. Very strangely, suggestions have been put by the petitioner/tenant's counsel to the effect that the first petitioner firm is paying rent to the first respondent firm and the witness has answered in the affirmative. PW1 has further admitted that he was a partner of the first petitioner firm and he was promptly paying the rents to the first respondent/landlord.

14. Though some of the partners of both the firms appear to be common, it has come out in evidence and also in the light of the suggestions put to the landlord's witness that Syndicate Metals, the first petitioner firm has been a tenant under the first respondent Syndicate Bottles. Therefore I do not see any perversity in the assessment of



evidence by the Courts below, warranting interference under Section 25 of Act 10 of 1960. As already indicated, there is no serious contest with regard to the fair rent fixed by the Rent Controller and confirmed by the Appellate Authority. In fact, even in the grounds of revision no grounds of challenge are even raised with regard to any error or infirmity in the quantum of fair rent fixed. Thus there is no merit in the revision and the revision deserves to be dismissed.

15. However, at the same time it is needless to state that even the landlords have admitted that partners in both the firms have been common at some point of time and a suit for dissolution of the landlord firm is also pending before the competent Civil Court, besides also an eviction petition filed by the respondent firm against the petitioner firm. The partners, viz., petitioners 2 to 4 represent the interest of the first petitioner firm which does not have any separate legal entity, like a sole proprietary concern, unlike a registered Company incorporated under the Companies Act. Therefore, if at all the order of fair rent is sought to be enforced by filing a civil suit against the petitioners, it would be open to the partners of the tenant/petitioner firm to contest the claim on the ground that they are also entitled to a share or alternatively, the partners of the first respondent firm are also liable to pay fair rent to the firm. These issues can however be worked out as and when a claim is made for recovery of the arrears of fair rent.



16. In fine, I do not see any grounds to interfere with the concurrent findings of the courts below. Accordingly, this Civil Revision Petition is dismissed. Consequently, connected Miscellaneous Petition is also dismissed. No costs.

03.02.2026

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Neutral Citation Case : Yes/No

Internet: Yes/No

Index : Yes/No

To:

1. The Judge, VII Small Causes Court, Chennai.
2. The X Judge, Small Causes Court, Chennai



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P.B.BALAJI, J.,

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