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CRP No. 3299 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 26-02-2026

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

**CRP No. 3299 of 2023
and CMP.No.20341 of 2023**

S.Srimathi

..Petitioner(s)

Vs

J. Selvakumar

..Respondent(s)

Civil Revision Petition filed under Section 115 of Civil Procedure Code to set aside the order dated 06.07.2023 in EP 66 of 2022 in RCOP No.11 of 2019 passed by the Principal District Munsif Court, Alandur and allow the Civil Revision Petition.

For Petitioner(s): Mr.G.Saravanakumar

For Respondent(s): M/s.V.Samuthira Vijayan

ORDER

Heard Mr.G.Saravanakumar, learned counsel for the petitioner and Mr.V.Samuthira Vijayan, learned counsel for the respondent.

2. The learned counsel for the petitioner would state that the petitioner was the original owner of the tenanted premises and taking advantage of the power of attorney executed in favour of the mother of the respondent/landlord,



the sale deed came to be executed in favour of the respondent/landlord. There is no jural relationship of landlord and tenant between the petitioner and the respondent. However, unfortunately, the petitioner was not in a position to contest the RCOP and the Rent Controller ordered eviction based on the unopposed claim of the respondent/landlord.

3. It is the case of the petitioner that an application was filed to set aside the exparte order of eviction and the same was also dismissed and the appeal preferred against the same has also been dismissed. The learned counsel would therefore state that an opportunity may be given to the petitioner to contest the RCOP on merits.

4. Per contra, the learned counsel for the respondent would state that the petitioner challenged the power of attorney executed by the petitioner in favour of the respondent's mother and the sale deed executed by the respondent's mother as power agent in favour of the respondent in OS.No.796 of 2023 before the Additional District Munsif Court, Alandur. Pending suit, a compromise was reached, in and by which, the petitioner agreed to declare that both the power of attorney as well as the sale deed are binding upon the petitioner. The said Joint Memo of Compromise was recorded and the compromise was also marked as Ex.A1 and the decree came to be passed by the learned Additional District Munsif, Alandur way back on 20.01.2014.



5. The learned counsel for the respondent would also state that the petitioner wanted only three months time to vacate and hand over vacant possession at the time of recording of the compromise memo and for such purpose a rental agreement was also entered into between the parties on Nil March 2014, in and whereby, the petitioner paid the refundable interest free security deposit of Rs.20,000/- and agreed to pay Rs.10,000/- per month as rent. Therefore, according to the learned counsel, the petitioner is in a huge arrears of Rs.14,00,000/- as on date.

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

7. I do not find any bonafide reason on the part of the petitioner, having validated the power of attorney executed by the her and giving up challenge to the same in OS.No.796 of 2013 even as early as in January 2014. Therefore, the petitioner has no legal right to stay in the property. It is further disputed by the petitioner that he is not a tenant in the tenanted premises. However, the petitioner has not chosen to admittedly contest the Rent Control proceedings and now the Rental Controller has also ordered eviction and the same has been affirmed by the Appellate Authority. At the same time, though the respondent has relied upon the rental agreement dated Nil March 2024, the said rental



agreement has been disputed by the petitioner in the memorandum of grounds at RCA appeal. Therefore, the said issue is a contentious issue.

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8. Be that as it may, the petitioner is liable to vacate and handover possession to the respondent, having withdrawn the suit as early as in January 2014 and having admitted to the fact that the respondent is the owner of the property.

9. In the light of the above, I do not see any merit in the revision. The petitioner shall vacate and handover vacant possession of the tenanted premises by 30.09.2026. The respondent is permitted to withdraw the sum of Rs.1,00,000/- (Rupees One Lakh only) deposited by the petitioner before the Rent Controller by filing a formal application, which shall not be opposed by the petitioner/tenant. The petitioner shall file an affidavit of undertaking that she will vacate peacefully on or before 30.09.2026 without dragging the respondent/landlord to execution proceedings. The petitioner shall also undertake that she shall not induct any third party into possession until such time, she vacates and handover the vacant possession, not later than 30.09.2026. Insofar as the balance arrears, it shall be open to the respondent to file appropriate recovery proceedings before the competent Civil Court. Accordingly, the Civil Revision Petition is dismissed. It is made clear that if an



affidavit of undertaking is not filed within a period of two weeks after serving copies to the learned counsel for the respondent, the benefit of time granted to the tenant to vacate by 30.09.2026 will not be available any longer.

10. Accordingly, this Civil Revision Petition is dismissed. No costs.
Consequently, connected miscellaneous petition is closed.

26-02-2026

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

To
The Principal District Munsif, Alandur



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P.B.BALAJI, J.

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