



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 26-03-2026

CORAM

WEB COPY

THE HONOURABLE MRS.JUSTICE T.V.THAMILSELVI

**CRP No. 5331 of 2025 and CMP Nos.26828 of 2025
and 1370 of 2026**

1. Thangavelu

No.106/2, Ennore High Road, Korukkupet,
Chennai - 600 021 and also No.95
Kathivakkam High Road, Korukkupet,
Chennai - 600 021.

Petitioner(s)

Vs

1. D.Kandasamy

No.106/4, Ennore High Road, Korukkupet,
Chennai - 600 021.

2.K.Sudha

No.106/4, Ennore High Road, Korukkupet,
Chennai - 600 021.

Respondent(s)

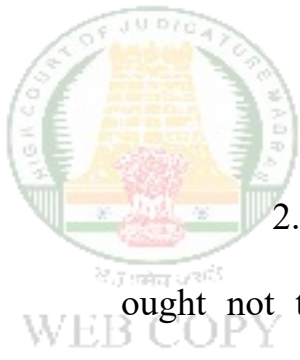
Civil Revision Petition filed under Article 227 of the Constitution of India to strike off the RLTOP No.411 of 2024 pending on the file of XI Small Causes Court, Chennai.

For Petitioner(s): MR.N.Nagu Sah

For Respondent(s): MR.L.Dhamodharan
For RR1 and 2

ORDER

The revision petitioner herein is the respondent in RLTOP No.411 of 2024 has preferred the present revision against the respondents herein who initiated eviction proceedings through RLTOP No.411 of 2024.



2. Learned counsel for the revision petitioner submits that the Rent Court ought not to have received and admitted the RLTOP on its record as it has no jurisdiction to entertain the above RLTOP under the provisions of TNRRLT Act, in the absence of any prima facie evidence to establish the landlord-tenant relationship between them and the petitioner or atleast between their predecessors in title and the respondents in respect of the petition tenancy portion which was already disputed by the revision petitioner through exchange of pre-suit notices. Learned counsel for the revision petitioner further submits that the respondents have purchased only vacant land as per the alleged sale deed but they filed RLTOP for eviction seeking to evict the revision petitioner from the tenancy land and the building as described in the petition schedule erroneously.

3. Learned counsel for the revision petitioner points out that as per the property description found in the alleged sale deed dated 01.12.2023, the respondents have purchased “B” schedule property as vacant land not with building and shop as described in the schedule of the eviction petition which shows that the respondents have not purchased the building in the “B” schedule property, without which, they are not entitled to claim that they are the owner of the building and shop as described in the schedule of the eviction petition. Further he also submits that the respondents having purchased only the undivided share of the land cannot seek eviction of the revision



petitioner in respect of the superstructure admittedly not purchased by the respondents under the sale deed.

WEB COPY

4. Learned counsel for the revision petitioner also submits that the petitioner has already disputed the identity of the petition tenancy portion purchased by them and the property which is in occupation of the revision petitioner under one Devendran as tenant, is a different property, not related with the property said to have been purchased by the respondents. Besides there is no recital in the alleged sale deed relied by the respondents about the tenancy of the revision petitioner. There is no indication whatsoever that the revision petitioner is the tenant under the respondents or they have sold any superstructure (house). The respondents having admitted that they have purchased only the vacant land under the sale deed 01.12.2023, can seek eviction of the land alone and not the house which admittedly was not purchased by them. Therefore, the revision petitioners pray to strike off the RLTOP proceedings.

5. Learned counsel for the respondents raised objection stating that the revision is not maintainable if at all lack of particulars with regard to the property description in RLTOP petition, they are empowered to amend the main petition and also the revision petitioner ought to have submitted all these objections before the Rent Controller, not by invoking jurisdiction under Article 227 of Constitution of India. Therefore, the respondents pray for dismissal of the revision as it is not maintainable.



6. Learned counsel further argues that through the sale deed they purchased the suit building which is forming part of “A” schedule property, therefore, they are entitled to initiate eviction proceedings against the revision petitioner, who was a tenant under their erstwhile vendor besides the revision petitioner also committed default in payment of rent . Therefore, the revision petitioner has no locus-standi to proceed with this petition before this Court. Therefore, the respondents pray for dismissal of the revision.

7. On considered the submissions of the learned counsel on either side and perused the materials available on record.

8. On perusal of the sale deed standing in the name of the respondents, it reveals that on 01.12.2023, the schedule “A” and “B” was purchased from Amirtham Santhakumari and other sharers and as per the description found in the property schedule, they purchased “A” and “B” schedule property. As per the description of “A” schedule, they purchased 2 காணி 12 கிரவுண்ட் 346 சதுரடி in “A” schedule land with house and electricity service connection in Survey No.1846/1, Kathivakkam Main Road, Korukkupettai Village, Thondiarpet Taluk, Royapuram with four boundaries and after selling “A” schedule property, the remaining extent of 9763 sq ft., 8676 sq.ft was shown as “B” schedule with four boundaries. Therefore, as per the sale deed, “B” schedule was



described only as vacant land and it does not contain any description of the house or shop or any superstructure. But on seeing the property description in RLTOP No.411 of 2024, the description of the property in the SCHEDULE reads as under:-

SCHEDULE

The land, house and shop premise bearing No.95, Kathivakkam High Road, Korukkupet, Chennai 600 021, admeasuring an extent of 8676 sq.ft”.

9. As per RLTOP No.411 of 2024, the respondents have initiated eviction proceedings in respect of land, house and shop bearing No.95, Kathivakkam High Road, Korukkupet, Chennai-600 021 measuring an extent of 8676 sq.ft. Admittedly, 8676 sq.ft is forming part of “B” schedule in the sale deed. But as discussed above, there is no description of the existence of the superstructure in “B” schedule of the sale deed, but the respondents have initiated eviction proceedings for “B” schedule, as if there is a house and shop at Door No.95, Kathivakkam High Road, Korukkupet, Chennai-21, said to be purchased through the sale deed. Therefore, “B” schedule property as described in the sale deed as well as the schedule of property described in RLTOP No.411 of 2024 is contradictory with respect of the existence of the superstructure. But, at the time of argument, learned counsel for the respondents submits that the building and the premises are forming part of “A” schedule, but, on perusal of the eviction petition, there is no such averment.



10. Therefore, as on date, prima facie, the respondents are not able to establish that as per “B” schedule property described in their sale deed, they initiated eviction proceedings for the reasons that vacant land alone is described as “B” schedule in the sale deed and there is no mentioning about the existence of the house and shop. Therefore, without clarifying the same, the respondents are not entitled to proceed with eviction proceedings.

11. Prima facie, the application filed in RLTOP No.411 of 2024 is lack of material particulars in respect of ownership pertaining to the superstructure as described in the eviction petition. Therefore, the objection raised by the revision petitioner that Rent Controller has no jurisdiction as such is sustainable. Therefore, by exercising jurisdiction under Article 227 of Constitution of India, this Court is inclined to strike off RLTOP No.411 of 2024.

12. For the above reasons, the civil revision petition is allowed. However, liberty is granted to the respondents to file a fresh application with substantial proof. No costs. Consequently, connected miscellaneous petitions are closed.

26.03.2026

sr
Index:yes/no
Website:yes/no
Speaking Order/Non-speaking Order



WEB COPY

To

The XVI Small Cause Court,/Rent Tribunal, Chennai



WEB COPY



T.V.THAMILSELVAM

sr

CRP No. 5331 of 2025

26.03.2026