



WEB COPY

CRP No. 6329 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 17-03-2026

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THE HON'BLE MRS.JUSTICE T.V.THAMILSELVI

CRP No. 6329 of 2025

AND

CMP NO. 31412 OF 2025

R.Vinoth Kumar
S/o.Mr.Ramnath Misra,
No.7A, Lakshmanan Nagar, Kandanchavadi,
Chennai-600 097.

..Petitioner(s)

Vs

E.Mohammed Javith
S/o. Mr.MohammedEssak,
Flat No.12, Tatia Nagar,
Sri Ram Nagar Main Road,
Nolambur,
Chennai-600 037.

..Respondent(s)

CMP No. 31412 of 2025

R.Vinoth Kumar
S/o.Mr.Ramnath Misra,
No.7A, Lakshmanan Nagar, Kandanchavadi,
Chennai-600 097.

..Appellant(s)

Vs

E.Mohammed Javith
S/o. Mr.MohammedEssak,
Flat No.12, Tatia Nagar,
Sri Ram Nagar Main Road,
Nolambur,
Chennai-600 037.

..Respondent(s)

CRP No. 6329 of 2025

To set aside the fair and decreetal order dated 12.11.2025 in IA No.
1 of 2024 in OS No. 213 of 2022 on the file of Sub Court , Alandur and thus



render justice.

CMP No. 31412 of 2025

To Grant ad-interim stay of all further proceedings pursuant to the fair and decretal order dated 12.11.2025 in IA No. 1 of 2024 in OS No. 213 of 2022 on the file of Sub Court , Alandur and thus render justice.

CRP No. 6329 of 2025

For Petitioner(s): MR.S.Ramesh

For Respondent(s): Mr.M.Himavanth

ORDER

This Civil Revision Petition has been filed to set aside the fair and decretal order dated 12.11.2025 in I.A No. 1 of 2024 in O.S No. 213 of 2022 on the file of Sub Court , Alandur.

2. The learned counsel for the petitioner would submit that the petitioner is the absolute owner of the suit property. Since the petitioner had business transaction with the respondent, he was due by Rs.90,76,385/- as on 12.08.2025 to him. For the security purpose, the respondent wanted the suit property as security. Hence, as per his instruction, the petitioner mortgaged the suit property with the Bank of Maharashtra for Rs.90,00,000/-. The respondent came up with the proposal of retrieving the property from Bank of Maharashtra and settling the property to petitioner's wife who in turn availed housing loan. Accordingly, the respondent paid the loan to the Bank and received the original title deed of the



suit property. Then, the petitioner settled the property in his wife favour and since the petitioner could not raise any loan, the respondent entered into a Sale Agreement with the petitioner's wife and availed housing loan to the tune of Rs.1,47,35,692/- from NBFC. Out of sale proceed credited into the account of the petitioner's wife, the total due of Rs.1,80,00,000/- and Rs.90,00,000/- due paid to the Bank of Maharashtra by the respondent was adjusted. Further, out of the total outstanding of Rs.1,80,76,385/- the petitioner paid a total sum of Rs.1,70,56,000/- and the balance due to be paid was only Rs.10,25,385/-.

3.It has been further submitted that the respondent has received various loan based on the suit property. Under such circumstances, the respondent with ulterior motive has made the petitioner and his son to enter into separate Rental Agreement stating that the same is required to be provided before the Bank authorities for showing his income capability for due repayment of the Housing Loan amount. While such being the case, the Trial Court without considering the aforesaid facts, has directed the petitioner to pay arrears of rent from March 2021 to June 2024 of Rs. 8,00,000/- to the respondent/plaintiff and further directed to pay Rs.20,000/-by DD as rent to the respondent failing which the defence of the respondent/petitioner herein will be struck off. Hence, he seeks to set aside the aforesaid conditional order.



4.The learned counsel for the respondent would submit that the petitioner has admitted the fact that he has entered into the rental agreement with the respondent for monthly rent of Rs.20,000/- and however, he had not paid any rent. Since the relationship between the petitioner and the respondent is that of the landlord and tenant, the Trial Court has rightly directed the petitioner being the tenant in the suit property belonged to the respondent, to pay the arrears of rent and monthly rent. Hence, there is no need to interfere with order passed by the Trial Court. Hence, he seeks to dismiss the civil revision petition.

5.Heard both sides and perused the materials available on record.

6. On perusal of the records, it is an admitted fact that the petitioner had entered into a Rental Agreement with the respondent having agreed to pay rent of Rs.20,000/- per month. While being so, the petitioner being the tenant ought to have paid the rent without fail. As the petitioner has not paid the rents as claimed, he is bound to pay the arrears of rent of Rs.8,00,000/- and rent of Rs.20,000/- per month as a tenant in the premises as per the rental agreement.

7.Having considered the facts and circumstances of the case and submissions made by the learned counsel on either side, the petitioner is hereby directed to deposit the arrears of rent of Rs.8,00,000/- and Rent of Rs.20,000/-



per month to the credit of C.S. No.213 of 2022 before the Trial Court till the disposal of the main suit within a period of 4 months from the date of receipt of copy of this order.

8. With the aforesaid directions, the Revision Petition is disposed of. No costs. Consequently, connected miscellaneous petition is closed.

17-03-2026

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

Lbm

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S/o. Mr.MohammedEssak,
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CMP No. 31412 of 2025

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