



CRP(MD). No.301 of 2026

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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Dated : 09.02.2026

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THE HONOURABLE MR. JUSTICE N.SENTHILKUMAR

C.R.P(MD). No.301 of 2026

and

C.M.P(MD) No.1469 of 2026 and Caveat No.111 of 2026

S.Gopalakrishnan

... Petitioner

Vs

1.Maragatham

2.S.Sethuraman

... Respondents

PRAYER :-Civil Revision Petition filed under Article 227 of the Constitution of India, to call for the records relating to the fair and decreetal order dated 13.10.2025 passed in RCA.No.23 of 2023 on the file of the Rent Control Appellate Authority (PSJ), Trichy, confirming the fair and decreetal order, dated 19.06.2023 passed in RCOP.No.35 of 2005 on the file of the learned Rent Controller (II ADM), Trichy and set aside the same and allow this Civil Revision Petition as prayed for.

For Petitioner : Mr.K.S.Kathiravan

For R1 : Mr.S.Vikram



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ORDER

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This Civil Revision Petition has been filed challenging the fair and decretal order, dated 13.10.2025 passed in RCA No.23 of 2023 on the file of the Rent Control Appellate Authority (Principal Sub Judge), Trichy, confirming the order dated 19.06.2023 passed in RCOP No.35 of 2005 on the file of the learned Rent Controller (II Additional District Munsif), Trichy.

2. The revision petitioner is a tenant. According to the first respondent/landlord, there were arrears of rent for a period of 90 months, from December 2003 to May 2011.

3. The learned counsel appearing for the revision petitioner submitted that there is a discrepancy of ten months in the calculation of arrears between the parties. It was further contended that a sum of Rs.50,000/- was paid as advance towards the tenancy and that a lease agreement marked as Ex.R.2 evidences such payment. The said factum of payment of advance is not in dispute.



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4. The learned counsel also pointed out that the trial Court has held that the tenant was in arrears of rent for 90 months.

5. It is to be noted that, whether the arrears are calculated from December 2003 or October 2004 till May 2011, there existed substantial arrears. Even after receipt of a sum of Rs.37,000/- by way of cheque, as evidenced under Ex.P.6, there still remains an outstanding arrear of Rs.67,000/- payable by the revision petitioner to the landlord.

6. The learned counsel for the revision petitioner contended that since the landlord had not adjusted the advance amount lying with him, the landlord is not entitled to seek eviction of the tenant.

7. This contention cannot be accepted. When the tenant is a chronic defaulter, he cannot take shelter under the plea that the advance amount should be adjusted towards rent. The advance amount is not meant to be periodically adjusted towards rent. It is in the nature of a security deposit, to be accounted for at the time of vacating the premises, particularly to meet any damages caused to the property or other



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liabilities. Therefore, the tenant cannot insist upon adjustment of the advance amount towards arrears of rent during the subsistence of the tenancy.

8. In view of the above, this Court finds no merit in the Civil Revision Petition. Accordingly, this Civil Revision Petition is dismissed. Consequently, connected Miscellaneous petition and the caveat petition are closed. No costs.

Speaking : Yes / No
NCC : Yes / No
Internet : Yes / No
Index : Yes / No

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N.SENTHILKUMAR, J.

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