



C.R.P.(MD)No.2363 of 2024

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: **23.06.2026**

CORAM

THE HONOURABLE **MR.JUSTICE V.LAKSHMINARAYANAN**

C.R.P.(MD)No.2363 of 2024
and
C.M.P.(MD)No.13416 of 2024

Solai @ Solaiammal

... Petitioner

vs.

M.Bhuvaneshwari

... Respondent

PRAYER: Civil Revision Petition filed under Section 25 of the Tamil Nadu Buildings (Lease and Rent Control) Act, to set aside the fair and decreetal order dated 23.11.2023 in R.C.A.No.2 of 2019 before the Rent Control Appellate Authority, (Sub Court), Devakottai, against the fair and decreetal order dated 24.04.2023 in R.C.O.P.No.32 of 2014 on the file of the Rent Controller (Principal District Munsif) Karaikudi, pending disposal of the above Civil Revision Petition.

For Petitioners : Mr.K.Sasiprabha
For Mr.G.Prabhu Rajadurai

For Respondent : Mr.R.Balakrishnan

ORDER

The tenant is the civil revision petitioner. She assails the order and decreetal order of the learned Rent Control Appellate Authority-cum-Subordinate Court at Devakottai in R.C.A.No.2 of 2019, dated



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23.11.2023, confirming the order of the Rent Controller-cum-Principal District Munsif, Karaikudi, in R.C.O.P.No.32 of 2014, dated 24.04.2023, whereby the order of eviction stood confirmed. There is no dispute regarding the relationship between the parties.

2. For the sake of convenience, the parties shall be referred to as the tenant and landlord.

3. The tenant and her husband took possession of the petition mentioned property from the mother of the landlord, namely, Tmt.Valliammai. The tenant claimed that she had put up the superstructure at her own expense and had been in possession and enjoyment of the property along with her husband. The husband passed away in 2010. Thereafter, the tenant claimed that she continued to be in possession of the property.

4. It was the claim of the landlord that the tenant had committed acts of wilful default, by not paying the admitted rent of Rs.250/- per month. She claimed that the last rent was paid in November 2012 and that, for the subsequent period till the presentation of the Rent Control Petition in September 2014, there had been arrears and that the default is wilful. The landlord further



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alleged that, as the tenant had denied the title of the landlord, she was liable to be evicted on that ground as well.

5. The tenant filed a counter stating that she was in occupation of five cents of land and that the superstructure had been put up by her late husband and herself. Consequently, she urged that the Rent Control Petition was not maintainable.

6. On the basis of these pleadings, the respective parties entered the witness box. On the side of the landlady, the husband of the landlady, viz., Mr.Mohan Raj, entered the witness box. He marked Exs.P1 to P6. On the side of the tenant, the tenant entered the witness box and also examined another witness by name, Muniyandi. The tenant's witnesses were examined as R.W.1 and R.W.2. On the side of the tenant, no document, other than her Aadhaar Card, was exhibited.

7. Initially, the eviction petition was allowed by the learned Rent Controller. Aggrieved by the same, an appeal was preferred in R.C.A. No.5 of 2018 on the file of the Rent Control Appellate Authority-cum-Principal Subordinate Judge, Devakottai. That authority held that the case required fresh consideration and remanded the matter to the



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learned District Munsif, Karaikudi. On remand, after hearing both sides, the eviction was again ordered. The Rent Controller, while holding that the landlady had proved the existence of the landlord-tenant relationship and that, despite the issuance of notice, the tenant had not come forward with any explanation, came to the conclusion that the petition deserved to be allowed on the ground of willful default. Aggrieved by the same, the tenant preferred R.C.A. No. 2 of 2019 on the file of the Subordinate Court, Devakottai. The Rent Control Appellate Authority also concurred with the view of the Rent Controller. It is against these concurrent findings of fact that the present revision arises before this Court.

8. Heard Mr.K.Sasiprabha for Mr.G.Prabhu Rajadurai and Mr.R.Balakrishnan for the respective parties.

9. It is the plea of Mr.K.Sasiprabha that the Courts below failed to appreciate that:-

(i) the tenant was only a tenant of the land and not of the building; and

(ii) there was no wilful default and, therefore, the order of eviction on that ground is untenable.



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10. Mr.R.Balakrishnan, taking me through the orders of the Rent Controller as well as the Appellate Authority, pointed out that both these aspects had been properly appreciated by the Courts below and do not require any interference at the hands of this Court. He submitted that the well-considered judgments of the Courts below require only confirmation and not reversal.

11. I have carefully considered the submissions of both sides. I have gone through the records.

12. It is the plea of the tenant that she and her husband took five cents of land on tenancy. It is her plea that the superstructure put up therein, was erected by her late husband and herself. It is her further plea that she was carrying on business in the said premises and residing in a portion thereof. The burden of proving that the superstructure was put up by the tenant is on her. As pointed out earlier, apart from the Aadhaar Card, no evidence, has been produced before the Court in order to substantiate the plea that the tenant had put up the superstructure.

13. The petition-mentioned property is situated in a municipal area. In a municipal area, even if a hut is erected, it requires the



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permission of the competent authority. Nothing prevented the tenant from producing the relevant records in order to substantiate her plea. Unfortunately, she did not do so. Hence, the first plea of Mr.K.Sasi Prabha that the tenant had put up the superstructure has to fail.

14. Insofar as the plea of eviction on the ground of wilful default is concerned, the landlord has produced Exhibit P1, the rental agreement dated 11.07.2004, entered between the parties. This indicates that what had been taken on lease was the superstructure, along with the land and not the land alone. Apart from that, a notice had been issued through a lawyer on 25.07.2014 under Exhibit P2, and it was duly acknowledged on 28.07.2014 under Exhibit P3. Though the tenant had issued a reply stating that payments had been made, no proof for the payment of the paltry sum of Rs.250/- per month had been adduced before the Court.

15. I should point out that it is the statutory duty of the tenant to pay rent month after month. In case, the landlord had refused to receive the rent, the erstwhile regime, namely, Tamil Nadu Act 18 of 1960, provided a route for the tenant to deposit the rent into Court. While Section 8 is not mandatory, it gives an indication that, had the tenant resorted to it, the case of wilful default could have been viewed



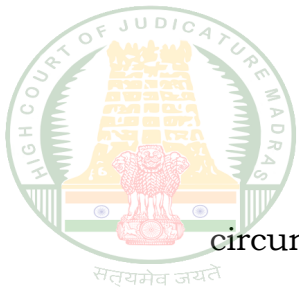
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from a different angle. The tenant had not resorted to such a proceeding.

16. Insofar as the jurisdiction of this Court under Section 25 is concerned, though it is wider than that under Section 115 of the Code of Civil Procedure, it is not as wide as an appeal under Section 96 of the Code. This position has been settled by the Constitution Bench of the Supreme Court in ***Hindustan Petroleum Corporation Ltd. vs Dilbahar Singh, (2014) 9 SCC 78***. The scope of a revision is only to ascertain whether there was evidence on record and whether such evidence had been properly appreciated by the Courts below.

17. I have gone through the judgments of the Courts below, and I do not find that they suffer from any of the vices as pointed out by the Supreme Court in the HPCL case so as to warrant the exercise of revisional power under Section 25 by this Court. Nonetheless, at the request of Mr.Sasi Prabha, I have analysed the records. The only conclusion that I can come to is that the concurrent findings of the Courts below do not require any interference.

18. Normally, with this portion of the judgment, the revision ought to have been dismissed. However, there are exceptional



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circumstances in this case, which require a further order to be passed.

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19. After the eviction order had been confirmed by the Appellate Authority, the tenant immediately approached this Court by way of revision. The landlady had entered appearance through a caveat and had opposed the revision. This Court entertained the revision and granted an interim order of stay. This order of stay was granted by this Court on 30.09.2024. The order of this Court was communicated to the learned District Munsif on 22.11.2024. Despite the same, the learned District Munsif ordered delivery in E.P. No.5 of 2024. Not only was delivery ordered, but the warrant of delivery was also executed on 17.12.2024. On the date on which delivery was ordered, the stay granted by this Court was in operation. Neither did the decree holder bring it to the notice of the Court nor did the learned District Munsif take note of the order passed by this Court.

20. When an order of stay is communicated to the Trial Court and the Trial Court does not comply with it, the order so passed is a nullity. However, much water has passed under the bridge. The bailiff's report, which has been produced by Mr.Balakrishnan, indicates that on the date on which possession was taken, all that was



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available in the petition-mentioned property was a dilapidated superstructure.

21. Therefore, since this Court has confirmed the order of eviction, the question of re-delivery does not arise. This, however, does not mean that a person who had secured the protective orders of this Court, and whose rights under those orders had been violated, should go uncompensated.

22. Mr.Balakrishnan was informed of this fact. He has filed an affidavit of undertaking on behalf of the landlady stating that she would compensate the tenant by paying a sum of Rs.25,000/- and, in addition, waive the entire arrears amounting to approximately Rs.30,750/-.

23. As the landlady has expressed regret for her illegal action and has also come forward to compensate the tenant, who has suffered on account of the same, this Court passes the following order in the revision:

(i) The order dated 23.11.2023 passed in R.C.A. No.2 of 2019 on the file of the Rent Control Appellate Authority (Sub Court), Devakottai, confirming the fair and decreetal order dated 24.04.2023



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passed in R.C.O.P. No.32 of 2014 on the file of the Rent Controller (Principal District Munsif), Karaikudi, stands **confirmed**.

(ii) The Civil Revision Petition stands **dismissed**.

(iii) The landlady shall deposit a sum of **Rs.25,000/- (Rupees Twenty-Five Thousand only) within a period of one week from today** to the credit of R.C.O.P. No.32 of 2014 on the file of the Rent Controller (Principal District Munsif), Karaikudi.

(iv) Upon such deposit, the tenant shall be entitled to withdraw the same by filing an appropriate cheque application. The landlady shall tender no objection to the application so filed.

There shall be no order as to costs. Consequently, the connected miscellaneous petition stands closed.

23.06.2026

Index :Yes / No
Internet :Yes / No
NCC :Yes / No
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To:

- 1.The Rent Control Appellate Authority, (Sub Court), Devakottai.
- 2.The Rent Controller (Principal District Munsif), Karaikudi.

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