

C.R.P.(MD)Nos.1374 and 1375 of 2026

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 04.06.2026

CORAM

THE HONOURABLE MR.JUSTICE V.LAKSHMINARAYANAN

C.R.P.(MD)Nos.1374 & 1375 of 2026

and

C.M.P.(MD)Nos.6712 & 6713 of 2026

C.R.P.(MD)No.1374 of 2026 :

M.Barisulthan

.. Petitioner

Vs.

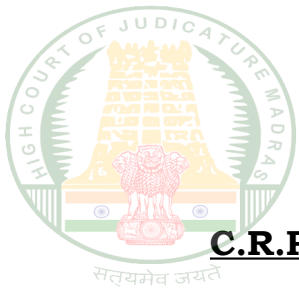
R.Devi

.. Respondent

Prayer : Civil Revision Petition is filed under Section 25 of the Tamilnadu Buildings (Lease and Rent Control) Act, 1960 as amended by Amended Acts, 1974 and 1980, to set aside the fair and decretal order dated 19.09.2025 made in R.C.A.No.29 of 2023 on the file of the learned Principal Subordinate Judge cum Rent Control Appellate Authority, Madurai, reversing the fair and decretal order dated 05.09.2023 made in R.C.O.P.No.177 of 2018 on the file of the Additional District Munsif cum Buildings Rent Controller, Madurai Town, by allowing this revision.

For Petitioner : Mr.G.Aravinthan
for M/s.Aran Legal Consultancy

For Respondent : Mr.Yuvadharmaraj
for Mr.T.C.S.Thillainayagam



C.R.P.(MD)Nos.1374 and 1375 of 2026

C.R.P.(MD)No.1375 of 2026 :

WEB COPY

M.Barisulthan

.. Petitioner

Vs.

R.Devi

.. Respondent

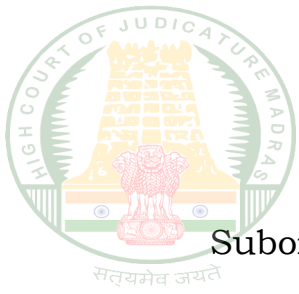
Prayer : Civil Revision Petition is filed under Section 25 of the Tamilnadu Buildings (Lease and Rent Control) Act, 1960 as amended by Amended Acts, 1974 and 1980, to set aside the fair and decretal order dated 19.09.2025 made in R.C.A.No.38 of 2024 on the file of the learned Principal Subordinate Judge cum Rent Control Appellate Authority, Madurai, reversing the fair and decretal order dated 05.09.2023 made in R.C.O.P.No.177 of 2018 on the file of the Additional District Munsif cum Buildings Rent Controller, Madurai Town, by allowing this revision.

For Petitioner : Mr.G.Aravinthan
for M/s.Aran Legal Consultancy

For Respondent : Mr.Yuvadharmaraj
for Mr.T.C.S.Thillainayagam

COMMON ORDER

These Civil Revision Petitions have been filed challenging the fair and decretal orders dated 19.09.2025 passed in R.C.A.Nos.29 of 2023 and 38 of 2024 on the file of the learned Principal



C.R.P.(MD)Nos.1374 and 1375 of 2026

Subordinate Judge-cum-Rent Control Appellate Authority,
Madurai, reversing the fair and decretal order dated 05.09.2023
passed in R.C.O.P.No.177 of 2018 on the file of the learned
Additional District Munsif-cum-Buildings Rent Controller, Madurai
Town.

2. Yesterday, i.e., on 03.06.2026, Mr.G.Aravinthan, learned counsel appearing for the petitioner, fairly submitted that he is not impugning the order of the Rent Controller and the Rent Control Appellate Authority on merits. He urged that, if sufficient time is granted, the petitioner will surrender peaceful and vacant possession of the petition-mentioned property to the respondent/landlord within a period of one year.

3. Taking note of the fact that several litigations have been pending between the parties, at least from the year 2008, I informed Mr.G.Aravinthan that the petitioner may vacate and hand over possession of the property on or before 31.12.2026. Mr.G.Aravinthan was agreeable to the said proposal and sought time to file an affidavit of undertaking. Accordingly, I listed the matter today for the purpose of filing the affidavit.



C.R.P.(MD)Nos.1374 and 1375 of 2026

WEB COPY 4. Mr.G.Aravinthan has filed the affidavit of undertaking of the tenant, which is scanned and extracted hereunder :

**IN THE HIGHCOURT OF JUDICATURE AT MADRAS
MADURAI BENCH
(Civil Appellate Jurisdiction)**

C.R.P.(MD).No.1374 & 1375 of 2026

M.BARISULTHAN
S/o K.S.M.Mohammed Kamaludeen,
Door No: 24, Amman Sannathi Street
Madurai 625001

... Petitioner in both cases
/ Tenant

Vs

R.DEVI
W/o T.V.Ramakrishnan
Door No:40 Petchiamman Padithurai Road,
Madurai - 625001

... Respondent in both cases
/ Landlady

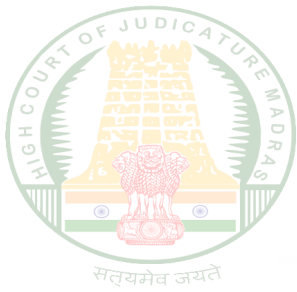
UNDERTAKING AFFIDAVIT OF M.BARI SULTAN

I, M.BARISULTHAN, son of Late K.S.M. Mohammed Kamaludeen Muslim aged about 60 years and carrying on business in Door No: 24, Amman Sannathi Street, Madurai 625001, do hereby solemnly affirm and sincerely states as follows:

1. I am the deponent herein and petitioner in the above Civil Revision Petition and as such I am well conversant with the facts and circumstances of the above case.
2. My forefathers became a tenant in respect of the petition mentioned the property, which had been morefully described in the schedule of the eviction petition R.C.O.P.No.177 of 2018 on the file of Additional District Munsif, Madurai Town, cum Additional Buildings Rent Controller, Madurai Town.
3. Since the respondent herein and her husband failed to receive monthly rents towards the leasehold premises, which necessitated me to file an application under Section 8(5) of the Tamilnadu

Page No : 1
No of Corrms :-
Intls :-

M. Bari Sultan



WEB COPY

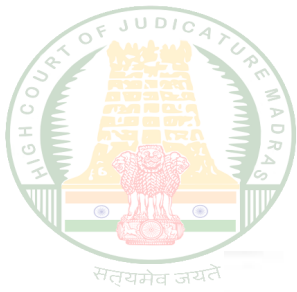
2

Buildings (Lease and Rent Control) Act (hereinafter referred to as the said Act) seeking to deposit the rents into Courts in R.C.O.P.No.220 of 2008. In the said proceedings the respondent/landlady remained exparte and I continue to deposit rents in to Courts.

4. On the other hand, the respondent also instituted two proceedings, one in R.C.O.P.No.290 of 2008 seeking for eviction on the grounds of wilful default in payment of monthly rents and another in R.C.O.P.No.291 of 2008, towards fixation of fair rent for the tenant premises. However, both the proceedings were dismissed for default.
5. Though the landlady received rents after that, all of a sudden, stopped receiving rents, which necessitated me in filing yet another application in R.C.O.P.No.220 of 2011 before the Principal District Munsif cum Buildings Rent Controller, Madurai Town, seeking for deposit of rents into Court.
6. While this being so, the respondent had also instituted yet eviction petition in R.C.O.P.No.256 of 2011 on the ground of Wilful Default and Additional Accommodation of the leasehold premises for her husband's watch business. But, the respondent/landlady failed to pursue the case, which was also dismissed for default.
7. Thereafter, the respondent had instituted the eviction petition in R.C.O.P.177 of 2018 on two grounds namely wilful default in payment of monthly rents and on the ground of additional accommodation of the tenanted premises.
8. I contested the above proceedings and filed detailed Statement of Objections raising the question as to maintainability of subsequent

Page No : 2
No of Corams : —
Intls : 2

M. Bala Subramanian



C.R.P.(MD)Nos.1374 and 1375 of 2026

WEB COPY

3

eviction petition on the same grounds. After trial, the Additional Buildings Rent Controller, by a fair and decretal order dated 05.09.2023, categorically arrived at acceptable conclusion that the ground of additional accommodation does not arise at all and dismissed the eviction proceedings on that ground, but, passed an order of eviction on the ground of wilful default, which is against previous verdicts.

9. As against the order of the eviction on the ground of wilful default in payment of rent, myself, as appellant had preferred an appeal in R.C.A.No.29 of 2023 before the Rent Control Appellant Authority, pointing out the non consideration of deposit of rents, well in advance, in to the Courts. The Respondent/landlady also, as against the disallowed ground of requirement of lease hold premises towards additional accommodation for her husband's business, had filed an appeal in R.C.A.No.38 of 2024 before the Rent Control Appellate Authority.
10. The learned Rent Control Appellate Authority having heard both the appeals, not even considering the unassailable documents marked on my side to prove the proper payment of rents, in an erroneous approach, by a common fair order dated 19.09.2025 had dismissed the appeal in R.C.A.No.29 of 2023 preferred by me and also allowed the appeal in R.C.A.No.38 of 2024 filed by the respondent/landlady.
11. Challenging the decretal orders and common fair order of Appellate Authority dated 19.09.2025 confirming the order of the eviction, I filed the above civil revision Petitions before this Honourable Court.
12. However, when the above Civil Revision Petitions came up for admission, I made an undertaking to surrender and handover

Page No: 3
No of Corams: -
Intls: -

M. Ben-Sulthan



WEB COPY



C.R.P.(MD)Nos.1374 and 1375 of 2026

4

vacant possession of the leasehold premises, if some reasonable time had been granted by this Honourable Court. As per the direction of this Honourable Court, I am filing this undertaking affidavit.

13. I hereby undertake to vacate and handover the vacant possession of the non -residential premises at Door No: 24, Amman Sanniathi Street, Madurai 625001, on or before 31.12.2026 and also agree and undertake not to sublet or underlet or assign the interest in the petition mentioned premises to any other person or persons whatsoever/whomsoever. I also undertake to keep the petition mentioned premises and the structures attached thereto in the proper state of repair during term mentioned above.

It is therefore prayed that this Honourable Court may be pleased to receive and record the undertaking affidavit and to pass such order or other orders as it may deem fit and proper in the circumstances of this case and thus render justice.

M. Bari Sultana

Solemnly affirmed at Madurai this
the 3rd day of June 2025 and
signed his name in my presence.

X
X
X

Before me

R. Sakthi
MS. 5101/24

ADVOCATE, MADURAI
105, High Court
Buildings,
Madurai-DS.
Cell: 6380377859

Page No : 4
No of Corrs :
Intls :



C.R.P.(MD)Nos.1374 and 1375 of 2026

WEB COPY

5. The undertaking given in paragraph No.13 is recorded. In addition to the said undertaking, the tenant will pay the rent payable up to 31.12.2026, in advance, to the landlord on or before 30.06.2026.

6. Mr.Yuvadharmaraj, learned counsel representing the landlord, expresses his willingness not only for the time granted by the Court, but also to receive the rents in advance for the period ending with 31.12.2026.

7. Accordingly, these Civil Revision Petitions are dismissed with the following directions :

(1) The petitioner is granted time till 31.12.2026 to vacate and hand-over the possession of the property to the respondent /landlord ;

(2) The petitioner shall pay the rent up to 31.12.2026 in advance on or before **30.06.2026** ;



C.R.P.(MD)Nos.1374 and 1375 of 2026

(3) In the event of default in complying with Clause (2) set forth above, the time granted under Clause No.1 will not enure to the benefit of the tenant.

8. The learned I Additional District Munsif – cum - Buildings Rent Controller is requested to adjourn the execution proceedings in E.P.No.6 of 2026 to 04.01.2027. If the tenant complies with the undertaking given, the learned Judge is requested to close the execution proceedings on that day. If the tenant fails to comply with the undertaking, the learned Judge shall issue a warrant for delivery, together with orders for break-open and police aid, without waiting for a separate application from the landlord. The learned Judge is also directed to instruct the bailiff not to record any obstruction.

9. Consequently, the connected Civil Miscellaneous Petitions are closed.

04.06.2026

Index:Yes/No
Speaking Order :Yes/No
Neutral Citation:Yes/No
mkn

Page No 9 of 10



WEB COPY



C.R.P.(MD)Nos.1374 and 1375 of 2026

V. LAKSHMINARAYANAN, J.

mkn

To

1.The Principal Subordinate Court – cum -
Rent Control Appellate Authority,
Madurai.

2.The Additional District Munsif - cum -
Buildings Rent Controller,
Madurai Town.

C.R.P.(MD)Nos.1374 & 1375 of 2026
and
C.M.P.(MD)Nos.6712 & 6713 of 2026

04.06.2026