

Ruby Thomas vs K.Ashok Chakravarthy

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Court : Chennai

Decided On : May-21-2025

Judge : Honourable Mr.Justice N.Senthilkumar

Appeal No. : CRP/1471/2019

Appellant : Ruby Thomas

Respondent : K.Ashok Chakravarthy

Judgement :

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved On 17.04.2025

Pronounced on 21.05.2025

CORAM:

THE HONOURABLE MR.JUSTICE N.SENTHILKUMAR C.R.P. No.1471 of 2019 and C.M.P. Nos.9609 of 2019, 17070 & 17073 of 2021 Ruby Thomas Prop. Deepa Gas Agencies No.93, Gangadeeswarar Koil Street Purasawalkam Chennai - 600 084 ... Petitioner Vs K.Ashok Chakravarthy ... Respondent Prayer: Civil Revision Petition filed under Section 25 of the Tamil Nadu Buildings (Rent & Control) Act, 1960, to set aside the

order dated 11.03.2019 made in M.P. No.331 of 2015 in R.C.A. No.456 of 2015 on the file of VIII Judge, Small Causes Court, Chennai. For Petitioner : Mr.Samir Kumar Shah for M/s.Shah & Shah For Respondent : Mr.S.A.Rajan Page 1/9

ORDER

The present civil revision petition is filed by the tenant against whom an

order was passed in M.P. No.331 of 2015 in R.C.A. No.456 of 2015 [filed as

against RCOP No.2338 of 2013] by the learned VIII Judge, Small Causes Court, Chennai.

2. The landlord has filed an application against the tenant before the trial

court with a prayer to direct the tenant to pay him or to deposit in the court, the arrears of rent. The landlord claimed that there was a contract between him and the tenant, namely Ruby Thomas with regard to two shops, which were let out by the landlord to the tenant for a monthly rent of Rs.750/- and Rs.500/- respectively for the above said shops.

3. The respondent herein/landlord has filed a Rent Control Original

Petition for fixation of fair rent. After hearing the parties, the learned Rent Controller vide order dated 16.08.2010 has fixed a sum of Rs.6,390/- as monthly rent for the first shop and a sum of Rs.9,710/- as monthly rent for the second shop and directed the petitioner to pay the same. The respondent filed Page 2/9 another Rent Control Original Petition before the Rent Controller for eviction of the petitioner/tenant for non-payment of difference in rent from 15.06.2007 to 31.03.2013.

4. Pending RCOP, the respondent herein/landlord has filed a miscellaneous petition in M.P.No.149 of 2015 under Section 11(4) of the Act claiming arrears of

rent. The learned XII Judge, Small Causes Court, passed an

order dated 26.07.2019 in the said miscellaneous petition directing the tenant to

pay the arrears under Section 11(3) and 11(4) of the Act. The tenant/petitioner herein filed R.C.A. No.456 of 2015 against the order dated 26.07.2019 in M.P. No.149 of 2015. Pending RCA, the petitioner herein/tenant had sent a cheque for Rs.2,00,000/- and also rent for the months of July and August, 2015, in respect of the conditional order passed by the learned trial Judge, which according to the tenant was the contractual rent. The landlord accepted the same without prejudice to his claim that a sum of Rs.11,87,850/- being arrears (difference in rent) between the contractual rent and fair rent from 15.06.2007 to 31.03.2015, after deducting the amount paid by the tenant.

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5. The landlord/respondent herein filed M.P. No.331 of 2015 in R.C.A.

No.456 of 2015. The learned VIII Small Causes Court partly allowed the petition and has directed the tenant to pay a sum of Rs.4,53,400/- to the landlord or deposit the same into the court credit and also continue to pay future monthly rent as per the fair rent fixed by the court. Challenging the said

order dated 11.03.2019 made in M.P. No.331 of 2015 in R.C.A. No.456 of

2015, the present CRP has been filed by the tenant.

6. The learned counsel appearing for the revision petitioner/tenant

contended that the application filed under Section 11(4) of the Act claiming arrears of rent is not maintainable. The order passed by the Rent Control Appellate Authority is seriously objected by the tenant by stating that the fair rent fixed for

the premises by the rent controller has not attained finality.

7. The contention of the tenant is that when the fair rent has not attained finality, the landlord is not entitled to the arrears of rent. The object of the appeal filed against the fixation of fair rent would become redundant if the

order passed in M.P No. 331/2015 is not set aside.

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8. The learned counsel appearing for the Respondent/Landlord

contended that as per Sec.11(1) of the act, the landlord is entitled to all arrears of the rent due in respect of the building as the tenant has preferred the present appeal against the order made by the Controller in respect of payment of all the arrears due to the landlord. The order dated 11.03.2019 is a well considered

order.

9. This Court, while hearing the civil revision petition on 16.04.2019,

had passed the following conditional order. "There shall be an order of stay on condition that the revision petitioner shall deposit the balance amount as directed by the VIII Small Causes Judge (Appellate Authority), Chennai, which is a sum of Rs.2,53,400/-, on or before 26.04.2019, failing which the stay granted shall stand automatically vacated. Post the matter on 29.04.2019 under the caption "For Reporting Compliance".

10. During the course of hearing, the learned counsel appearing for the

respondent herein/landlord has submitted a working calculation and the same Page 5/9 was not disputed by the learned counsel appearing for the tenant, which are as follows: Page 6/9

11. The learned counsel appearing for the revision petitioner/tenant

contended that the tenant is willing to deposit the differential amount. Admittedly, according to the working calculation dated 17.04.2025 submitted by the landlord, the arrears to be paid by the tenant to the landlord for the period from 15.06.2007 to 31.03.2025 (213-1/2 months) is Rs.14,51,800/-. Arrears so far paid was Rs.11,88,000/-. The difference in amount payable by the tenant up to 31.03.2025 is Rs.2,63,800/-.

12. The memo of calculation submitted before this court would clearly demonstrate that the petitioner/tenant has not deposited or paid the rent, which is due. The tenant has preferred an appeal in RCA No. 456/2015 against the

order in M.P. No. 149/2015. By the said order, the tenant was directed to pay

the arrears of rent to the landlord in respect of the buildings occupied by the tenant. In such a situation, it is always open to the landlord to seek the premises for his own occupation or for any other reason and there cannot be a right for the tenant to hold the property indefinitely under the pretext of being a tenant.

13. Under Section 11(1) of the act, when an original application was

filed by the landlord for eviction of tenant on the ground of wilful default, the landlord is entitled for the payment of all arrears and to get possession of the Page 7/9

premises under sections 11(1) and 11(4) of the act respectively if the tenant has preferred an appeal against any order passed by the rent controller. The tenant cannot be permitted to occupy the premises indefinitely without paying the rent and arrears as directed. In view of the same, the petitioner/tenant is directed to make the payment of Rs.2,63,800/- to the landlord within a period of four weeks from the date

of receipt of a copy of this order and the tenant is further directed to vacate the premises, within a period of two months from the date of payment of the above amount and further directed to pay the rent for the months of April, May, June and July, 2025.

14. With the above observation, the civil revision petition stands disposed of. However, there is no order as to costs. Consequently, the connected civil miscellaneous petitions are closed. 21.05.2025 Index : Yes / No Neutral Citation : Yes / No Asr To The VIII Judge, Small Causes Court, Chennai Page 8/9

N.SENTHILKUMAR, J.

Asr C.R.P. No.1471 of 2019 and C.M.P. Nos.9609 of 2019, 17070 & 17073 of 2021 21.05.2025 Page 9/9

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