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CRP No. 2573 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : **28.04.2026**

Pronounced on : **08.07.2026**

CORAM

THE HON'BLE MR.JUSTICE K.KUMARESH BABU

CRP No. 2573 of 2021

and

C.M.P.No.19115 of 2021

1. Mrs.Alima Bee
2. Mr.Ishaq
3. Mr.Abdullah

..Petitioners

Vs

M/s.Razia Sultana Waqf Alal Aulad (P) Trust
Rep.By Its Trustees,

1. Mrs.Ajmunisa
2. Razia Sultana
3. Badru Jehan

..Respondent(s)

Civil Revision Petition filed under Section 25 of the Tamil Nadu Buildings (Lease and Rent) Control Act, 1960, against decree and judgment passed in RCA No. 691 of 2006 dated 09.08.2021 on the file of VII Small Causes Court at Chennai, confirming the fair order and Decretal order passed RCOP.NO. 1811 of 2004 dated 21.06.2006 by the Learned X th Judge, Court of Small Causes, Chennai.

For Petitioner(s): Mr.P.Sivamani

For Respondent(s): Mr.K.P.Ashok
(For R1 & R2)



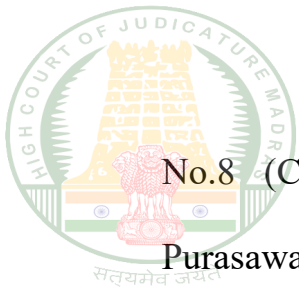
ORDER

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This petition has been filed under Section 10(2)(i) of the Tamil Nadu Buildings (Lease and Rent Control) Act seeking eviction of the respondents/tenants on the ground of wilful default in payment of rent.

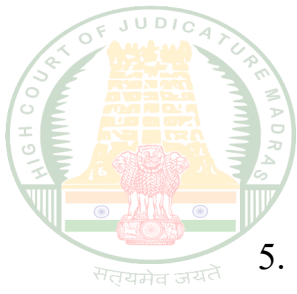
2. The Petitioner/landlord stated that 1st petitioner herein is a Private trust, represented by trustees 2nd, 3rd and 4th. The first petitioner is purely a private trust formed only for the benefit of the propounder's. The respondents herein were tenants, in respect of non-residential first floor portion bearing Hall No.8 (Chicken Shop) situated at Door No.82, PonnappaMudali Street, Purasawalkam, Chennai- 600 007, which bearing Corporation Door No.23, Purasaiwalkam High Road, Chennai - 7, on monthly rent of Rs.2000/- excluding electricity charges. The respondents/tenant has deliberately neglected to pay rent from March 2002 onwards inspite of repeated demands and due a sum of Rs.62,000/- from March 2002 till September 2004 at rate of Rs.2000/- and Even though notice sent was received by respondent/tenant, neither sent a reply nor paid arrears of rent, & thereby committed wilful default and liable to be evicted from premises.

3. The respondents 2 to 4 filed a counter denying the allegation that they were tenants in respect of the non-residential first floor portion bearing Hall



No.8 (Chicken Shop) situated at Door No.82, PonnappaMudali Street, Purasawalkam, Chennai-84, on a monthly rent of Rs.2,000/- According to the respondents/tenant, the original tenant was one Mohammed Jani Sahib, husband of the 2nd respondent and father of respondents 3 and 4, who had been inducted as tenant in respect of three portions in the premises bearing Door No.82, PonnappaMudali Street, Purasawalkam, Chennai-84, namely one portion on the ground floor, another on the first floor, and a fish stall on daily rent basis. It was their specific case that the rent lastly paid was Rs.118/- per day and not Rs.2,000/- per month as alleged by the petitioners/landlord.

4. The respondents/tenant further contended that the said Mohammed Jani Sahib died on 08.04.2000 and that during his lifetime respondents 3 and 4 had been assisting their father in the business. It was further stated that Mohammed Jani Sahib, during his lifetime, had executed a Power of Attorney Deed dated 26.02.1999 appointing the 2nd respondent as his agent to administer and manage the business and the petition premises and that thereafter the business continued to be managed by the 2nd respondent with the assistance of respondents 3 and 4 and that one Mr. Anwar Bai and Mr. Abubakkar Bai, agents of the petitioners/landlord, used to collect the daily rent from the respondents/tenant and that rent had been regularly paid till 29.11.2004. According to the respondents/tenants, there was no practice of issuing receipts for rent payments. Upon coming to know about the pendency of the RCOP proceedings.



5. The Trial Court, upon consideration of the pleadings, oral evidence and documentary evidence adduced on either side, found that there was no dispute with regard to the existence of landlord and tenant relationship between the parties. The principal dispute that arose for consideration was whether the tenancy was on monthly rent basis, as contended by the petitioners/landlord, or on daily rent basis, as contended by the respondents/tenant.

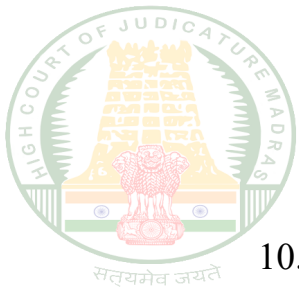
6. The Trial Court, on appreciation of the evidence of P.W.1 and the documents marked as Exs.P1 to P4, accepted the case of the petitioners/landlord that the petition premises had been let out on a monthly rent of Rs.2,000/-. The Court found that the respondents/tenant failed to substantiate their plea that the tenancy was on daily rent basis at Rs.118/- per day. The Court further observed that no acceptable documentary evidence had been produced by the respondents/tenant to prove payment of daily rent or to establish the alleged arrangement pleaded by them. The Trial Court further found that the premises had originally been let out to one Mohammed Jani Sahib and that after his demise respondents 2 to 4 continued in occupation and carried on business in the petition premises. The Court also took note of the fact that the respondents/tenant themselves had admitted the tenancy arrangement in their pleadings and evidence.



7. The Court further observed by the evidence of PW1 and Exhibits P1 to Exhibits P4, that the petitioners/landlord had issued legal notice demanding arrears of rent and that the respondents/tenant had subsequently sent three cheques along with a lawyer's notice marked as Ex.P3 series. However, two of the said cheques contained corrections and material alterations and therefore could not be encashed. The returned records relating to the said cheques were marked as Ex.P4 series and postal acknowledgement. The Court further found that only a sum of Rs.2,750/- had been received by the petitioners/landlord during the pendency of the proceedings.

8. Upon calculation of the arrears, the Trial Court determined that the respondents/tenant were liable to pay rent from March 2002 to September 2004 and thereafter from October 2004 to May 2006 at the rate of Rs.2,000/- per month. The total arrears for the said period of 61 months was calculated at Rs.1,22,000/- Out of the said amount, the respondents/tenant had paid only a sum of Rs.13,260/- and therefore a balance sum of Rs.1,08,740/- remained due and payable.

9. Accordingly, the Court held that the respondents/tenant had committed wilful default in payment of rent and therefore the petitioner/landlord was entitled to an order of eviction under Section 10(2)(i) of the Tamil Nadu Buildings (Lease and Rent Control) Act.



10. R.C.A No. 691/2006 was filed by Apellant/tenantu/s 23(1)(b) of TNB (L&RC) Act, aggrieved by the order and decree dated 21.06.2006 passed in RCOP No. 1811 of 2004 filed under section 10(2)(i) of the TNB (L & RC) Act, filed the Appeal before the Small Causes Court VII – Chennai.

11. The Grounds of appeal raised by appellants/tenant were jurisdiction of the rent control under dispute claiming no landlord tenant relationship defined under Rent control Act is subsisting between parties and should have dismissed. According to the court ought to considered that the possession of the premises was with that of a respondent/landlord during night hours as such they are only licensee. They further claimed that appellants/tenant have paid rent regularly without any default till the date of order of petition, rents were paid to the Agents of the respondent/landlord, and respondent/landlord didn't even issue any receipts for the payment done by appellant/tenant. No monthly rent fixed for the premises and also, Prior notice were not sent.

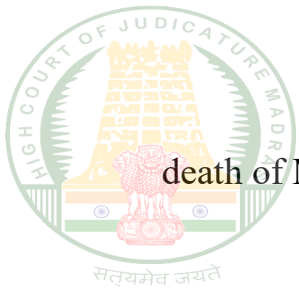
12. The Appellate court framed the following point of consideration

- (i) Whether the jural relationship of landlord and tenant is exist between
- (ii) Whether the appellants/tenant have committed wilful default in payment of rent or not ?
- (iii) Whether there are any valid reasons to allow this appeal or not ?



13. The Appellate Court held that the admissions in the pleadings themselves clearly disclosed the source and nature of possession of the appellants/tenant and conclusively established that their occupation of the petition premises was only through the original tenant Mohammed Jani Sahib. The Appellate Court observed that once the appellants/tenant themselves admitted the original induction of Mohammed Jani Sahib as tenant, the subsequent plea that they were mere licensees paying daily rent was wholly inconsistent and untenable.

14. The Appellate Court further relied upon Ex.R-4, namely the Power of Attorney dated 26.02.1999 executed by Mohammed Jani Sahib in favour of the 2nd appellant. The Court observed that in Ex.R-4 the executant had acknowledged the ownership of the respondent/landlord Trust over the petition premises and had also referred to payment of rents without default. Significantly, the document nowhere described the occupation as a licence arrangement or as one based on daily permissive occupation. The Court therefore held that Ex.R-4 clearly recognised the existence of tenancy under the respondent/ landlord and negated the appellants'/tenant contention regarding licence. RW1 also admitted that the Power of Attorney marked as Ex.R-4 had been executed by his father authorising their mother to administer the business and that the business continued to be managed by appellants 2 to 4 after the



death of Mohammed Jani Sahib.

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15. The Appellate court further held that there was absolutely no documentary evidence produced by the appellants/tenant to substantiate the plea of licence or daily rent arrangement. The Appellate Court therefore rejected the contention that the appellants/tenant were mere licensees and held that they clearly fell within the definition of “tenant” under the Tamil Nadu Buildings (Lease and Rent Control) Act. Consequently, the Appellate Court held that the jural relationship of landlord and tenant between the parties stood fully established and answered Point No.1 against the appellants/tenant.

16. On Point No.2 relating to wilful default, the Appellate Court considered the pleadings, documentary evidence and oral testimony and concurred with the finding of the trial court that the appellants/tenants had committed wilful default in payment of rent. The Appellate Court noted that the landlords had specifically pleaded non-payment of monthly rent at the rate of Rs.2,000/- from March 2002 till September 2004 and had issued legal notice dated 26.03.2004 demanding payment of arrears. Despite receipt of the said notice, the tenant had neither sent any reply nor discharged the arrears. The defence of the appellants/tenant was that rent had been regularly paid on daily basis through the landlords’ agents, namely Anwar Bai and Abubakkar Bai, without issuance of receipts and that, upon refusal by the landlords to receive rent, money order



and cheques had subsequently been sent towards rent for the period commencing from 29.11.2004. The appellants/tenant further contended that notice had been issued under Section 8(2) of the Tamil Nadu Buildings (Lease and Rent Control) Act calling upon the landlords to furnish bank account particulars for deposit of rent and, therefore, there was no wilful default.

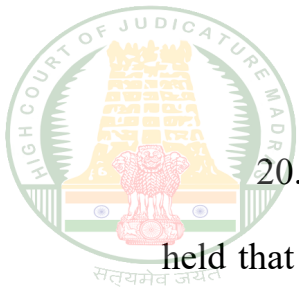
17. The Appellate Court, however, found that the said defence was unsupported by any acceptable documentary evidence. No receipts or records were produced to substantiate the alleged payment of daily rent from March 2002 onwards. The Court further observed that though the appellants/tenant alleged that rent for the period from 29.11.2004 to 05.12.2004 had been sent by Money Order, RW1 himself admitted in evidence that he had no knowledge regarding the said averment.

18. The Appellate Court also examined Ex.P-3 series, namely the lawyer's notice dated 28.02.2005 sent by the appellants/tenant along with three cheques towards alleged rent arrears. The Court found that one cheque for Rs.1,870/- bore an incorrect date, namely 28.02.2004, while another cheque for Rs.3,080/- contained corrections and overwriting without corresponding authentication. Consequently, the said cheques were not encashed by the landlords and were returned under Ex.P-4 and Ex.P-5 notices. Only one cheque dated 07.01.2005 for Rs.2,750/- had been received towards rent.



19. The Appellate Court further relied upon the oral evidence of PW1 and RW1. PW1 deposed that the defective cheques were returned since one cheque contained a false date and another contained unauthenticated corrections. Correspondingly, RW1 admitted that the cheque dated 28.02.2004 contained the incorrect date entry and further admitted that the correction found in the second cheque had not been countersigned. From the said admissions and documentary evidence, the Appellate Court concluded that the appellants/tenant had failed to payment of rent even for the subsequent periods claimed by them. The Appellate Court also took note of the admitted fact that, during the pendency of the RCOP proceedings, the appellants/tenant had intermittently remitted certain amounts through cheques dated 12.04.2005, 19.04.2005 and 20.04.2005 aggregating to Rs.13,310/-, which itself indicated existence of substantial arrears from March 2002 onwards. Further, during the pendency of the appeal proceedings, the landlords had filed M.P. No.392 of 2018 under Section 11(4) of the Act seeking deposit of arrears for the period from March 2002 till January 2018 at the rate of Rs.2,000/- per month. The said petition was allowed directing the appellants/tenant to deposit arrears of rent. The Appellate Court observed that the appellants/tenant failed to comply with the said direction and that admitted arrears amounting to Rs.4,20,517/- came to be paid only pursuant to directions issued by the Hon'ble High Court in CRP Nos.2966 of 2018 and 3017 of 2018.

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20. Upon an overall appreciation of the evidence, the Appellate Court held that the appellants/tenant had failed to produce any acceptable material to establish payment of rent from March 2002 till September 2004 and that their conduct throughout the proceedings clearly disclosed deliberate and continuous default in payment of rent. Upon re-appreciation of the entire oral and documentary evidence adduced by both parties, the Appellate Court concurred with the findings of the learned trial court that the tenants had committed wilful default in payment of rent and that the order of eviction passed in RCOP No.1811 of 2004 was fully justified and legally sustainable. The Appellate Court held that the trial court had properly appreciated the evidence on record and that no ground had been made out warranting interference with the order of eviction.

21. Consequently, the Appellate Court dismissed RCA No.691 of 2006 and confirmed the fair and decretal order dated 21.06.2006 passed by the trial court in RCOP No.1811 of 2004, while granting the tenants two months' time to vacate and hand over vacant possession of the petition premises.

22. The Civil Revision Petition/tenant was filed under Section 25 of the Tamil Nadu Buildings (Lease and Rent Control) Act challenging the judgment and decree dated 09.08.2021 passed in RCA No.691 of 2006 by the learned VII Judge, Court of Small Causes, Chennai, confirming the order of eviction dated



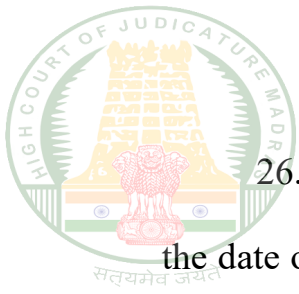
21.06.2006 passed in RCOP No.1811 of 2004 by the learned X Judge, Court of Small Causes, Chennai.

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23. Heard the learned counsel appearing on either side and perused the materials available on record.

24. The learned counsel for the revision petitioner would submit that there was no landlord-tenant relationship between the parties. He would submit that only a licence had been granted to the petitioner to use the premises belonging to the respondent to carry on business. The petitioner would enter the premises in the morning and, after carrying on the business, would vacate the premises, and the entire building would thereafter be under the lock and seal of the respondent. The petitioner had only been paying a daily licence fee and there was no rental agreement agreeing to pay monthly rent as claimed by the respondent.

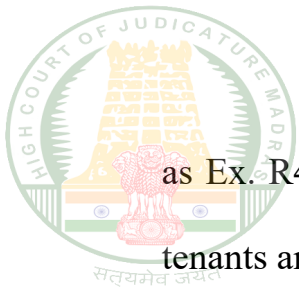
25. In that context, he would submit that the petition invoking the provisions of the Tamil Nadu Buildings (Lease and Rent Control) Act is wholly improper. The Court below had failed to appreciate the claim of the petitioner. Hence, he would submit that the proceedings themselves are not maintainable and, on that ground alone, the revision petition ought to have been allowed.



26. He would further submit that, having received the daily licence fee till the date of filing of the petition, the respondent/landlord cannot claim that there were rental arrears so as to invoke the ground of wilful default. The trial Court had erroneously come to the conclusion that there had been default in payment of monthly rent and the Appellate Court had also erroneously arrived at the very same erroneous conclusion while confirming the order of eviction.

27. Countering his arguments, the learned counsel appearing for the respondent would submit that it is imaginary claim of the petitioner that the relationship between the parties was only based upon the license to occupy the premises during the daytime. He would submit that originally the father of the petitioner was leased out with the property, who had died during the period of the tenancy. Thereafter, the petitioners, being his legal heirs, continued the tenancy. He would submit that this fact had been admitted by the petitioners. However, they had pleaded that even their father was paying the amount on a daily basis. He would further submit that the petitioners had not produced any receipt or evidence to substantiate payment of the alleged daily licence fee.

28. He would further submit that even in the counter filed by the petitioners before the Rent Controller, the petitioners had not pleaded that it was only a licence understanding, but had categorically admitted that their father had been a tenant under the respondents. Even under the Power of Attorney marked



as Ex. R4, the relationship status of the petitioners had been described only as tenants and not as licensees.

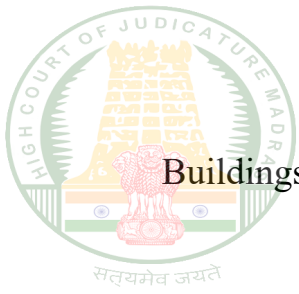
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29. In that context, he would submit that there is no error in the findings of the Courts below that there existed a landlord-tenant relationship, thereby bringing the dispute within the jurisdiction of the Rent Control Authorities. On the basis of the admitted default, the authorities had rightly ordered eviction on the ground of wilful default. Hence, he seeks dismissal of the revision on merits.

30. I have considered the submissions made by the learned counsel appearing on either side and perused the materials available on record.

31. The rent control proceedings initiated by the respondents seeking eviction on the ground of wilful default had been allowed by the Rent Control Authority and the same had been affirmed by the Appellate Authority.

32. The primordial contention of the petitioner/tenant is that there existed no landlord-tenant relationship and that the relationship between the parties was only that of a licensor and licensee. On the basis of the various admissions made by the respective parties, particularly the petitioners, the Rent Control Authority had come to a conclusive view that there existed a landlord-tenant relationship between the parties for exercising the jurisdiction under the Tamil Nadu



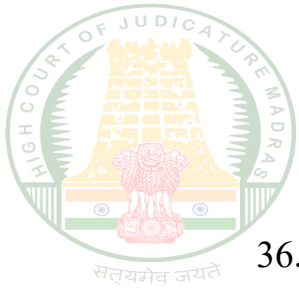
Buildings (Lease and Rent Control) Act.

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33. Both the Courts below, on the strength of the admissions made in the counter filed in the rent control proceedings, had come to a categorical conclusion that the petitioner's father had entered into possession of the premises as a tenant under the respondents. Further, the Courts below had also relied upon Ex.R4, namely the Power of Attorney executed by the original tenant in favour of his son to administer the shop, which would also indicate that the relationship between the parties was only that of landlord and tenant.

34. The Courts below had further relied upon the evidence of RW1 and, reading the same in conjunction with Ex.R4, had also come to the conclusion that the landlord-tenant relationship existed between the parties on a monthly rental basis.

35. To dislodge the said findings, no contra evidence had been produced by the petitioners. In exercise of the powers under Section 25 of the Tamil Nadu Buildings (Lease and Rent Control) Act, this Court is of the view that there are no reasons for this Court to interfere with the well-considered findings and reasoning by the learned Rent Controller as well as the Appellate Authority holding that there existed a landlord-tenant relationship between the parties.



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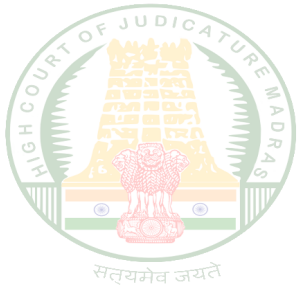
36. Even though it is the claim of the petitioners that they had been continuously paying the alleged licence fee on a daily basis, once the Courts have come to the conclusion that the relationship between the parties was that of landlord and tenant on a monthly rental basis, and further, in the absence of any evidence to substantiate such daily payments prior to issuance of notice under Ex.P2, on which date the relationship became litigious, this Court is of the view that the conclusion arrived at by the authorities below that there were arrears of monthly rent and that the petitioners had committed wilful default requires no interference.

37. For the aforesaid reasons, the Civil Revision Petition fails and is accordingly dismissed. No costs. Consequently, connected miscellaneous petition is closed.

08-07-2026

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

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K.KUMARESH BABU, J.

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