

IN THE COURT OF DISTRICT MUNSIF CUM JUDICIAL MAGISTRATE, PALLAVARAM

PRESENT: Thiru.C.P.MULLAI VANAN, B.A.B.L.(Hon's),

District Munsif cum Judicial Magistrate, Pallavaram

Monday, 01st day of June 2026

RCOP.No. 17/2023

Sivakumar

...Petitioner/Landlord

..Vs..

Chitra

....Respondent/ Tenant

This petition was taken on file on 03.02.2026 and came before this court for final hearing on this day in the presence of Tr.R. Ganesh Kumar, counsel for the petitioner/ Landlord and respondent was called absent set exparte on 23.01.2019 and for non appearance. Upon perusing the entire case records, on hearing petitioner side arguments and having stood over for consideration till this date, this court delivers the following

ORDER

1) Petition filed by the petitioner/ Landlord U/s 10(2), (i), of TNBLRCA and TN Act I of 1960 seeking to evict and hand over the vacant possession of the tenanted premises situated at Flat No.2, Ground Floor, Sivakumar Flats, No.35 C, 35 E, Rajaji Street, Radha Nagar, Chrompet, Chennai 600 044, on the ground of willful default and for costs.

2) Brief averment of the Petition:

2.1) The petitioner stated that he is the owner of the house property situated at No. 35 C and 35 E, Rajaji Street, Sivakumar Flats, Radha Nagar, Chrompet, Chennai 600 044. The petitioner submits that the respondent was inducted as a tenant in the aforementioned property in respect of the Ground Floor premises namely Flat No. 2 during the month of February 2017. At the time of tenancy the respondent had remitted a sum of Rs.20,000/- as advance amount nil agreed to pay the rent of a sum of Rs.5000/- as monthly rent to be paid on or before the 5th day of the every succeeding English calendar month. The monthly rent is exclusive of the electricity charges to be paid by the respondent on the basis of monthly consumption.

2.2) The petitioner stated that the respondent paid the monthly rents till the month of February 2017 and thereafter the respondent did not come forward to pay the monthly rents from the month of May 2017 to May 2018. The petitioner submits that she had been contacting the respondent for payment of arrears of rent but the respondent had wilfully evaded paying the rent till date. The petitioner submits that in such circumstances almost 13 months have passed by but the respondent had not come forward to pay the rents. The petitioner submits that the respondent have committed default in the payment of monthly rent for the period from May 2017 to May 2018, totalling to a sum of Rs.65,000/-. The petitioner submits that the above default is wilful and wanton and therefore she had on behalf of the owner of the property was constrained to issue legal notice dated 09.06.2018 demanding payment of arrears of rent but instead of paying the arrears the respondent issued a reply dated 29.06.2018 through her counsel falsely claiming that there is no arrears and further alleges that the petitioner has not issued any receipt for the same.

2.3.) The petitioner stated that she denies all the averments as alleged in the said reply dated 29.06.2018 and further submits that she has not received any rent from the respondent from May 2017 to till date and the reply of the respondent is nothing but to create a diversion from the main issue. The petitioner is advised to submit that even after passage of 60 days from the date of receipt of the legal notice the respondent had not come forward to remit the arrears of rent till date. The petitioner stated that the default of payment of rent by the respondent despite demands is willful thus liable to be evicted under the Tamilnadu Buildings (Lease & Rent Control) Act. The petitioner stated that the tenanted building is not exempted under section 30 of Tamilnadu Buildings (Lease & Rent Control) Act and therefore is well within the jurisdiction of this court. Hence, this petition.

3) The respondent was called absent and set exparte on 23.01.2019 for non appearance.

4. evidence on either side:

On the side of the petitioner, the petitioner Tmt.Vijayalaksmi was examined as PW1 and Ex.P1 to Ex.P3 were marked. On the side of the respondent, no witnesses were examined and no exhibits were marked.

5. Points for determination:

- i). Whether the petitioner is entitled to the relief of recovery of possession on the grounds of willful default in payment of rent ?

6. Discussion and reasoning:

6.1) petitioner side Heard. The entire records and material perused. This petition is filed by the petitioner on the ground that respondent being the tenant has committed willful default in payment of rent and seeking to order the respondent to vacate and deliver the vacant possession of the schedule mentioned property .

6.2) The case of the petitioner is that the respondent is the tenant in the schedule mentioned property for residential purpose from February 2017 and rent for the respondent is Rs.5000/- per month and the respondent also paid Rs.20,000/- as advance amount and the respondent has not paid rent from May 2017 to May 2018 which is totally of Rs.65,000/- and the petitioner also issued legal notice to the respondent dated 29.06.2018 and sent a false reply. The respondent has not paid the rent amount till November 2018 which was accumulated to Rs.95,000/-. Therefore the petitioner is filed this petition to evict the respondent from the schedule mentioned property on the ground of willful default of payment of rent.

6.3) On the side of petitioner the petitioner power of attorney Tmt.Vijayalaksmi, was examined as PW1 and Ex.P1 to Ex.P3 were marked. Ex.P1 which is the online certificate of registered sale deed in doc.No.1297/2002 on the file of SRO Pallavaram, Ex.P2 which is the office copy of legal notice along with original postal receipt and postal acknowledgment card and Ex.P3 which is the original reply notice .

6.4) Upon perusal of Ex.P1 to Ex.P3 are shows that the petitioner is the landlord of the schedule mentioned property. Ex.P3 which is reply notice shows that the landlord and rentat relationship were admitted by the both parties of the case. The respondent has admitted the relationship of tenant and landlord between the respondent and petitioner. Further the respondent also admitted the rent for the respondent is Rs.5000/-per month and the respondent also contended that he had paid monthly rent to the petitioner and no willful default in payment of rent which was evident from Ex.P3 . In this case even though the respondent has not appeared and not filed counter in this case and he was set exparte on 23.01.2019. In this case it is admitted facts of both side that the respondent is tenant under the landlord of petitioner. In this case the respondent has claimed that he has paid the monthly rents to the petitioner and in such circumstance the respondents ought to establish the above assertion by way of filing through sufficient oral and documentary evidence in order to rebut the petitioner side evidence that the respondent has not committed willful default from rent May 2017 but the respondent failed to adduce any evidence and failed to rebut the petitioner side evidence also and failed to appear and failed to file counter also. The respondent who is having knowledge about this pending case proceedings have failed to contest the same. The evidence adduced by the petitioner was neither rebutted nor disproved on the side of the respondent. This court upon perusal of oral and documentary evidence adduced by the petitioner comes to the conclusion that the petitioner has established his case in his favour that the respondent has committed willful default of payment of monthly rent. Therefore from the oral and the documentary evidence on petitioner side it is found that the respondent has defaulted in payment of the rental amount before and after filing of this petition during some of the interval as mentioned above. Hence this point is decided in favour of the petitioner and prays to dismiss the petition.

6.5) Hence from the above discussion this court comes to the conclusion that the petitioner has clearly established this case that the respondent has committed willful in payment of rent and the petitioner being the landlord of the scheduled mentioned property which was evident from Ex.P1 the petitioner is entitled for the relief of eviction on the ground of willful default in payment of monthly rent to the petitioner.

7) In the result, this petition is allowed and the respondent is order to vacate and deliver the vacant possession of the schedule mentioned property to the petitioner on the ground of willful default of payment of monthly rent. The respondent is ordered to vacate the premises within one month from the date of this order. Considering the facts and circumstance of the case respondent is ordered to pay the cost of the petition to the petitioner.

Dictated directly to the Steno - Typist and directly typed by him and corrections were carried out and pronounced by me in open court on this 01st day of June 2026.

Sd/-P.V. Mullaivanan,

District Munsif Cum
Judicial Magistrate,
Pallavaram.

I) PETITIONER SIDE WITNESSES :

PW.1 – Vijayalakshmi.

I) PETITIONER SIDE EXHIBITS:

S.No.	DATED	EXHIBITS NUMBER	DOCUMENTS
1	19.04.2002	Certified copy of Sale Deed	Web copy
2	09.06.2018	Legal Notice Issued by the petitioner	Office copy
3	29.06.2018	Reply notice	Office copy

II) RESPONDENTS SIDE WITNESS AND EXHIBITS:NIL

Sd/-P.V. Mullaivanan,
District Munsif -cum-
Judicial Magistrate,
Pallavaram.

// True Copy //

**District Munsif -cum-
Judicial Magistrate,
Pallavaram.**

In the Court of DM cum JM at Pallavaram

Dated 01.06.2026

RCOP No.17/2023

Order Pronounced

In the result, this petition is allowed and the respondent is order to vacate and deliver the vacant possession of the schedule mentioned property to the petitioner on the ground of willful default of payment of monthly rent. The respondent is ordered to vacate the premises within one month from the date of this order. Considering the facts and circumstance of the case respondent is ordered to pay the cost of the petition to the petitioner.

DM cum JM

Pallavaram.