

IN THE IV ADDITIONAL CITY CIVIL COURT, CHENNAI

**Present: Tmt. R.K.P.Tamilarasi, M.L.,
IV Additional Judge.**

Friday, the 3rd day of July 2026

O.S.No. 1976 of 2023

CNR No. TNCH01-009054-2023

Mrs. N. Vijayalakshmi
Rep.by her Power of Attorney
Mr.N.Parthasarathy

...Plaintiff

versus

M/s. Sri Venkata Ramana Travels
Rep. by its Proprietor
Mr.Sri Medikonda Ramakrishna

...Defendant

This suit came up before me on 03.07.2026 in the presence of M/s.N.Premkumar, R.Prasanna Vineeth Durai, M.Chinnathambi and D.Sagunthala Counsels for the plaintiff and of M/s. E.Vinoth Kumar Counsel for the defendant, advance hearing petition filed on 03.07.2026 and allowed and a joint compromise memo filed by the both parties stating that, the matter has been settled between the parties and the same having been recorded and this Court delivered the following:

JUDGMENT

The suit has been filed by the plaintiff under Order VII Rule 1 of CPC, seeking the relief of recovery of possession by directing the defendant to Quit, Vacate and deliver vacant possession of the Ground Floor of the subject tenancy shop portion bearing New Nos.5 & 7 (Old Nos.3&4), Ground Floor, Raghaviah Road, T.Nagar, Chennai, mentioned in the schedule and to direct the defendant to pay the arrears of Rent in the total sum of Rs.6,80,000/- for the period from April, 2020 to January, 2023 (34 Months) at the rate of Rs.20,000/- per month and for cost of this suit.

2. Averments made in the plaint in short as follows:

2.1) The Plaintiff submit that, the defendant became a tenant under the plaintiff in respect of a shop portion in the ground floor of the premises bearing New Nos.5 & 7 (Old Nos.3 & 4), Ground Floor, Raghaviah Road, T.Nagar, Chennai. The tenancy let out is for non-residential use for the purpose of running Travels under the name of M/s.Sri Venkata Ramana Travels. Due to some reference of Plaintiff husband's friend, the plaintiff had earlier let out the subject tenancy premises to the defendant on the temporary measure as they intends vacate as soon as they go the alternate accommodation. Believing such assurance and promise, the Plaintiff had let the subject tenancy premises to the defendant and in terms of which, no written Rental/ Tenancy Agreement has been entered between them. Infact the monthly rent which was fixed at the inception of tenancy has been at Rs.15,000/- per month exclusive of Electricity consumption charges. The tenancy is reckoned according to English Calendar Month. Apart from it, the defendant has paid a sum of Rs.1,50,000/- towards Advance-Cum-Security Deposit.

2.2) From the year, 2018 the rent for the subject tenancy premises has been enhanced to Rs.20,000/- per month excluding electricity consumption charges. Ever since the inception of tenancy, the defendant not regular in payment of monthly rents and they have been paying the rents belatedly and that the same had been received on behalf of the Plaintiff under protest. It is well within the knowledge of the defendant and they also fully aware about the vital factor that the Plaintiff had initiated Eviction proceedings against the other tenants, who are respectively occupying their shop portions on the ground of Demolition and Reconstruction.

2.3) As some of the tenants have vacated both on their own and also through court of law by other eviction proceedings five of the cases in a batch of ten cases seeking eviction on the ground of Demolition and Reconstruction have been either

withdrawn or not pressed. In the circumstances only batch of five cases vide., RCOP Nos. 130 to 133 and 136 of 2014 have been proceeded with the Trial on the file of X Small Causes Judge, Chennai. While so, the defendant had given a categorical undertaking dated 18.01.2014 in writing by stating that they had agreed and assured to vacate the shop portion under their occupation as and when the Plaintiff require the same while progressing the work of demolition and reconstruction. Infact a categorical undertaking letter dated 18.01.2014 had been executed by the defendant and which had also been marked as an Exhibit in the aforesaid Eviction Proceedings. Intems of such undertaking letter and also believing in full confidence on them, the plaintiff have not initiated any separate eviction proceedings against the defendant.

2.4) While that be so, the Rent Control cases pertaining to the Demolition and Reconstruction has consequently reached finality in CRP Nos.3407, 3409, 3410, 3411 and 3467 of 2022 by the common order dated 09.12.2022. In the said batch of Civil Revision Petitions an order of eviction had been confirmed by the Honourable High Court, Madras. In and by the said common Order all the respective tenants have been directed to vacate and hand over the vacant possession of the subject tenancy portions within the period of Four months from the date of order i.e., on or before 08.04.2023. Inspite of all these factors are duly notified by the plaintiff and also they came to know through the contesting tenants in aforesaid Civil Revision Petitions, the defendant have been keeping quiet without showing any signs of vacating and handover the subject tenancy portion under the defendant occupation for obvious reasons.

2.5) The plaintiff further submits that, the defendant have not been paying monthly rents for the huge period from April,2020 onwards at the rate of Rs.20,000/- per month. The defendant have lastly paid the rent for the month of February, 2020 on 10.03.2020 and March, 2020 rent paid only in the month of August, 2020 i.e., on

20.08.2020 (both through Bank Transfer). Prior to which, the defendant had paid the rents by way of cheque (deposited through bank) and which have been reflected in the Bank statement of Plaintiff filed herein as document. Thereafter from April, 2020, the defendant have not paid the rents for the subject tenancy premises despite repeated demands made by on behalf of the plaintiff. As on date, the defendant is due and liable to pay the sum of Rs.6,80,000/- [from April, 2020 to January, 2023 at Rs.20,000/- Per month]. The Defendant have simply squatting in the subject tenancy premises without complying with their mandatory duty to pay the above said huge arrears of rent. Further the Defendant is a chronic, willful habitual defaulter in payment of monthly rents for the subject tenancy portion. Hence the defendant is liable to be evicted from the subject tenancy premises. In fact without paying the above said huge arrears of rent the defendant is not entitled to contest this proceedings.

2.6) All the other five existing tenants are already making their arrangements to vacate and hand over vacant possession of the respective subject tenancy portions to the plaintiff in terms of the Common order dated 09.12.2022 passed in CRP. Nos.3407, 3409, 3410 and 3467 of 2022. Thereafter, the plaintiff have intends to make necessary arrangements for getting appropriate plan for demolition and reconstruction. In the circumstances the plaintiff have been constrained to issue the legal notice dated 09.02.2022 and made a similar demand more particularly to pay the arrears of rent from April, 2020 onwards. Even after receipt of the Statutory Notice, the Respondent has neither comply with the demand made therein nor Defendant sent any reply therefor. In view of the said circumstances the defendant/tenant is liable to be evicted from the subject tenancy premises as contemplated under the statute. Hence the Plaintiff is left with no other option than to file this suit before this Court, since there is no written Rental Agreement entered between the parties herein. Hence, the suit.

3. Averments made in the written statement filed by the defendant in short as follows;

3.1) This defendant do not know whether the original suit given a GPA in favour of Mr.N. Pardhasaradhi, S/o.Thiru Chittobabu, R/o T.Nagar, Chennai and the said GPA is still in existence to file the present suit as well as to represent the owner of the plaint schedule property. This defendant taken the plaint schedule property for his non-residential purpose to run a travels under the name and style of “Sri Venkata Ramana Travels”, but there is no written lease agreement in between the plaintiff and this defendant. But, the allegations made by the plaintiff in the affidavit that this defendant taken over the tenancy premises on the temporary measure as he intends to vacate as soon as they go the alternative accommodation and by believing such assurance and promise. The plaintiff had let the subject tenancy premises to this defendant and fully aware about the vital factor that the plaintiff had initiated eviction proceedings against the other tenants who are respectively occupying their shop portions on the ground of demolition and reconstruction and a some of the tenants have vacated both on their own and also through court of law by other eviction proceedings, 5 of the cases in batch of 10 cases seeking eviction on the ground of demolition and reconstruction have been either withdrawn on not pressed and in the circumstances only batch 5 cases while R.C.O.P.Nos.130 to 133 and 136 of 2014 have been proceed with the trial on the file of the X Small Cause Court, Chennai, and at this stage the defendant have given a categorical undertaking dated 18.01.2014 in writing by stating that they had agreed and assured to vacate the shop portion under their occupation as and when the plaintiff required the same while progressing the work of demolition and reconstruction and in fact a categorical undertaking letter, and also believing in full confidence on them, the plaintiff have not initiated any separate eviction proceedings against this defendant and the Rent Controller pertaining to the demolition and reconstruction as consequently reached finally in C.R.P.Nos.3407, 3409, 3410, 3411 and 3467 of 2022 by the common

order, dated 09.12.2022 and the said batch civil revision suit, an order of eviction had been confirmed by the Hon'ble High Court, Chennai and the said common order, the respective tenants have been directed to vacate and handover the vacant possession of the subject tenancy portions to the plaintiff within the period of four months from the date of the order, i.e., 08.04.2023 and in compliance.

3.2) The said order vacant in civil revision suit all the 5 tenants have vacated and handed over vacant possession of their tenancy portions to the plaintiff and the said facts are within the knowledge of this defendant and keeping quiet without showing any intentions by vacating and handover the subject tenancy portion to the plaintiff and at present except this defendant tenancy portion under the occupation of this defendant and the entire building has now been lying vacant and in fact the entire property is not in habitable condition and totally unfit for utilizing for any purpose and the plaintiff is already started making arrangements for the work of demolition and reconstruction and the corporation authorities also strictly notified about the precarious condition of the entire building and further directed to the plaintiff to dismantle the entire building in order to avoid causing any danger to the public and after knowing the said act also this defendant keeping quiet and defendant have not been paying the monthly rents for the huge period for April, 2020 onwards @ Rs.20,000/- per month and this defendant lastly paid the rent for the month of February, 2020 on 10.03.2020 and March, 2020 rent was paid only in the month of 20.08.2020, prior to which this defendant had paid the rents by way of cheques and which have been reflected in the bank statement of the plaintiff which was filed along with the plaint documents and thereafter from April 2020 onwards this defendant have not paid the rents for the subject tenancy premises despite of repeated demands made by the plaintiff and this defendant is due and liable to pay a sum of Rs.6,80,000/- from April, 2020 to January 2023 and this defendant running his tenancy premises without complying his mandatory duty and this defendant is a

chronic willful defaulter in payment of rents all are not true and correct and the suit suppressed all the real facts and came to this court with unclean hands to get wrongful gain.

3.3) This defendant do not know the eviction proceedings filed by the suit against the other tenants of the suit schedule building and this defendant not a party to those proceedings and he never received any notice in the above said suit. This defendant never fell due of any monthly rents to the plaintiff and the alleged arrears of rents mentioned in the suit as well as claimed by the plaintiff is nothing but created story for the purpose of main suit with an intention to show this defendant as willful defaulter. The defendant is very regular in payment of monthly rents and he never committed any willful default except for the period of Corona Pandemic situation. Further, subsequently he is very regular in payment of rents and he paid the rents up to July, 2023. When, this defendant trying to pay the monthly rent of August 2023, the plaintiff failed to receive the same and refused to receive the rent and demanded to vacate the plaint schedule property. As, the plaintiff already filed the present suit, the defendant was advised to file separate suit to deposit the monthly rents to the credit of this court to show his bonafides. As, this defendant never committed any default in payment of monthly rents, there is no question of attachment before judgment of the properties of the defendant either movable or immovable properties.

3.4) This defendant is doing Transport business since a long time and he owned several buses in his business in his firm name. As such, the present suit is not maintainable to attach the suit schedule bus and the same is hypothecated to “Kusalava Finance Limited” Vijayawada on 08.04.2022 itself. For the kind perusal of this court, this defendant herewith filed the copy of the certificate a registration, i.e., form-23, which clearly reveals the said fact. Further, this defendant is always

ready and willing to file undertaking affidavit by undertaking that this defendant not transfer the suit schedule bus till the disposal of the main suit as directed by this court. As the main suit itself is not maintainable, there is no question of furnish security for the satisfaction of this court as there were no arrears of rent in between the plaintiff and this defendant. The plaintiff as not issued any demand notice for alleged arrears of rent till the 2023, when she alleged that the defendant not paying the rent April 2022, why she's keeping silent for a long period was explained by the plaintiff. Since the defendant is paying the rent regularly till July 2023 therefore she is not send any demand notice for such a long period.

3.5) This defendant further submitted that as he already vehicle loan from the finance company stated above, the said vehicle i.e., suit schedule vehicle bearing No.AP 16 TH 4554 is under hypothecation, this defendant has no right to sell or transfer or mortgage the said vehicle in favour of any third parties, unless the said vehicle is released from hypothecation from the above said finance company. Further, the other allegations made by the plaintiff in the affidavit that this defendant not opened the shop and trying to close the business to avoid the arrears of rent also not true and correct. As, this defendant is having much reputation in the society including Andhra Pradesh, Telangana State and Chennai and as he run the Transport business by using several buses in his business name of M/s.Sri.Venkata Ramana Travels, the question of move away from the tenancy premises along with buses including suit schedule bus all are not true and correct. There is no question of granting attachment before judgment in respect of the alleged claim of the plaintiff as which was not proved. Further, this defendant herewith undertakes that he will not alienate the suit schedule bus bearing No.AP 16 TH 4554, engine No.GFEZ40 to others till the disposal of the main suit. For the above said reason and the circumstances mentioned above, the present suit is not maintainable and which is devoid of merits and the same is liable to be dismissed.

4. Issues framed for Trial:-

1. Whether the General Power of Attorney filed on Plaintiff side is a valid one?
2. Whether there is any arrears of Rent? If so, how much and whether the plaintiff is entitled for such arrears of Rent?
3. Whether the plaintiff is entitled to claim vacant possession through this Court instead filing RLTOP before Rent Court?

05. The plaintiff was examined as PW1 through him Ex. A1 to Ex.A11 documents were marked. The Defendant was examined as DW1 and one Satyanarayanan was examined as DW2 through them Ex.B1 to Ex.B3 documents were marked.

06. The plaintiff has filed this suit seeking the relief of recovery of possession by directing the defendant to Quit, Vacate and deliver vacant possession of the Ground Floor of the subject tenancy shop portion bearing New Nos.5 & 7 (Old Nos.3&4), Ground Floor, Raghaviah Road, T.Nagar, Chennai, mentioned in the schedule and to direct the defendant to pay the arrears of Rent in the total sum of Rs.6,80,000/- for the period from April, 2020 to January, 2023 (34 Months) at the rate of Rs.20,000/- per month and for cost of this suit.

07. On the side of the plaintiff, Power Agent Parthasarathy examined as PW1 through him Ex.A1 to Ex.A11 documents were marked and he was cross examined by the defendant counsel. On the side of the defendant, one Satyanarayanan was examined as DW2 through them Ex.B1 to Ex.B3 documents were marked and both side arguments heard and records perused. This case is adjourned to 04.07.2026 for Judgment. Before that day itself on 03.07.2026, advance hearing petition filed by the plaintiff and the same was allowed. Hearing advanced to 03.07.2026.

08. On 03.07.2026, both parties were present and their respective counsels also present. The learned counsel appearing for the plaintiff and defendant filed a Joint Compromise Memo stating that, while during the pendency of the suit, the defendant filed I.A.No.4 of 2023 seeking to deposit the admitted arrears as per their version from August, 2023 onwards and to continue to deposit further monthly rents. After due contest, this Court was passed an order on 21.02.2024, directed the defendant to deposit the admitted arrears of rent from August, 2023 onwards and continue to pay the future monthly rents on or before 5th of every succeeding month in to the Bank account of plaintiff. This Court has left open the issue with regard to the arrears of rent from April, 2020 to July, 2023 for being adjudicated through Trial of the Suit.

09. As per the claim of the plaintiff, the defendant is due and liable to pay the arrears of rent from April 2020 to July, 2023 [40 Months] at the rate of Rs.20,000/- per month which nearly comes to Rs.8,00,000/-. While pending of the suit, after several rounds of negotiation talks held between the parties with the help of some well wishers and common friends, this defendant agreed to vacate and handover the vacant possession of the Tenancy premises this day i.e. 03.07.2026 to this plaintiff directly and considering her bonafide requirement and also accepting the reliefs sought for in the above suit in O.S.No.1976/2023. In pursuance of the said Memo of Compromise, both parties have mutually arrived at consensus and intends to reduce the terms of settlement. The Joint Compromise memo was recorded.

10. The Defendant hereby shall vacate and hand over vacant possession of the subject tenancy premises along with the Keys to the Plaintiff on this day i.e., 03/07/2026. In reciprocal, the Plaintiff herewith pays a sum of Rs.5,00,000/- [Rupees Five Lakhs Only] as a GOOD WILL amount to the Defendant by way of

Demand Draft dated 02/07/2026 bearing No.655279 drawn on Canara Bank, T. Nagar Branch pertaining to their business, which has been carried on in the subject tenancy premises.

11. Apart from that the Plaintiff herewith pays a sum of Rs. 1,50,000/- [Rupees One Lakh Fifty Thousand Only] to the defendant by way of Demand Draft dated 02/07/2026 bearing No.655278 drawn on Canara Bank, T. Nagar Branch towards REFUND of Advance-cum-Security Deposit sum, which was paid by the defendant at the time of inception of tenancy in respect of subject tenancy premises.

12. The Plaintiff shall agree to give up the arrears of rent as claimed in the Plaint as also as per order passed in I.A.No.4 of 2023 in O.S.No.1976 of 2023 which comes to nearly Rs.8,00,000/-[Rupees Eight Lakhs Only] for the period from April, 2020 to July, 2023 at Rs.20,000/- Per month. Further, Both parties hereby duly agree and confirm that there shall be 'NO CLAIM' what so ever against each other on and from the date of handing over vacant possession of the subject tenancy premises by Defendant to Plaintiff.

13. As per Joint Compromise Memo, this matter is settled between both parties. The Defendant hereby shall vacate and hand over vacant possession of the subject tenancy premises along with the Keys to the Plaintiff on this day i.e., 03/07/2026. The Joint Compromise Memo filed and recorded. Hence, this suit is partly decreed in respect of delivery of vacant possession and this suit is dismissed in respect of arrears of Rent. Joint Compromise Memo shall form part and parcel of the decree. The plaintiff is entitled to refund the Court Fees as per Rules.

In the result, this suit is partly decreed in respect of delivery of vacant possession and this suit is dismissed in respect of arrears of Rent. Joint Compromise Memo shall form part and parcel of the decree. The plaintiff is entitled to refund the Court Fees as per Rules.

Ditctated to the steno-typist directly and computerized by her, corrected and pronounced by me in the open Court this on Friday, the 3rd day of July 2026.

IV Additional Judge.
City Civil Court, Chennai.

List of witnesses on the side of the plaintiff:-

PW1:Mr.N. Parthasarathy (Power Agent of the Plaintiff)

List of exhibits on the side of the Plaintiff:-

Exhibits	Date	Description of documents
Ex.A1	07.08.2006	General Power of Attorney executed by N. Vijayalakshmi in favour of Mr.N. Parthasarthy Registered vide document No.805 of 2006 – Certified xerox copy
Ex.A2	09.12.2022	Common Order passed in CRP Nos.3407, 3409, 3410, 3411 and 3467 of 2022 on the file of High Court, Madras – Download copy
Ex.A3	18.01.2014	Letter of Undertaking executed by defendant in favour of plaintiff – Xerox copy
Ex.A4	23.05.2018, 25.05.2018 and 02.06.2018	Counter foils of Rent receipts issued to defendant respectively dated 23.05.2018, 25.05.2018 and 02.06.2018 – Xerox copy

- Ex.A5 : 27.01.2023 : Canara Bank Statement of plaintiff – Xerox copy
- Ex.A6 : 09.02.2023 : Lawyer Notice issued by plaintiff counsel to defendant – Office copy
- Ex.A7 : 10.02.2023 : Acknowledgment Cards from the defendant – Original
- Ex.A8 : 21.02.2024 : Order passed by this Court in I.A.No.3 of 2023 in O.S.No.1976 of 2023 - Certified Copy
- Ex.A9 : 21.02.2024 : Order passed by this Court in I.A.No.4 of 2023 in O.S.No.1976 of 2023 - Certified copy
- Ex.A10 : --- : The Photographs (6 Nos.) of the suit property along with CD, Bill and the Certificate under Section 63(4)(c) of BSA, 2023 – Original
- Ex.A11 : 01.04.2020 : Bank Statement of the plaintiff for the period from
to 01.04.2020 to 03.03.2025 – Online copy
03.03.2025

List of witness on the side of the Defendant:-

DW1: Mr.Medikonda Rama Krishna

DW2: Mr.Sathyanarayanan

List of exhibits on the side of the Defendant:-

- | Exhibits | Date | Description of documents |
|-----------------|--------------------------------|---|
| Ex.B1 | 18.01.2024 | Receipt for Rs.1,35,000/- vide DD towards Security Deposit – Original |
| Ex.B2 | 18.01.2024 | Receipt for Rs.15,000/- vide DD towards One month Rental Advance - Original |
| Ex.B3 | 05.03.2024
to
01.12.2025 | HDFC Bank Statement of defendant – Original |

IV Additional Judge.
City Civil Court, Chennai.

**Draft/Fair/copy of
Judgment
in
O.S.No. 1976 of 2023
Dated :03.07.2026
IV Addl.
City Civil Court,
Chennai.**