

**IN THE COURT OF THE I ADDITIONAL SUBORDINATE JUDGE,  
ERODE.**

PRESENT : THIRU. G. ASHOK PRASATH, B.A., B.L., M.S.E.N.,  
I ADDITIONAL SUBORDINATE JUDGE, ERODE.

On Friday, the 28<sup>th</sup> day of November 2025

On Thiruvalluvar Varudam 2056, Tamil Visuvavasu Year, Karthigai Thingal 12<sup>th</sup> day

I.A.No.11/2025

in

O.S.No.380/2022

**CNR.No.TNED02-000586-2022**

C.Palanisamy

...Petitioner/Defendant

/vs/

V.Murugavel

..Respondent/Plaintiff

This petition has come up on for final hearing before this court in the presence of Thiru.S.Jeevantham, learned advocate for the petitioner, Thiru.T.Bhuvaneswar, learned advocate for Respondent, upon hearing both sides, on perusal of available materials on record and having stood over for consideration till this day, this court delivers the following:-

**ORDER**

This Petition has been filed Under Section 151 to return the case no.380/2022 filed by the respondent/Plaintiff.

**2. The Brief Averments of the Petition are as follows.:-**

3. It is stated that the Petitioner in the Petition and the defendant in the suit. The respondent filed the suit for recovery of arrears from the petitioner. The petitioner agreed to pay the monthly rental amount of Rs 2000/- to the respondent, but the rental amount of Rs 2500/- was mentioned in the pleadings of the plaint. The respondent side stated that the monthly rental arrears pending from 23.8.2016 to 23.9.2021 in respect of the rental monthly amount of Rs 2500/-, later the monthly damages amount of Rs 5000/- for seven months and damages amount of Rs 50,000/- in respect of the suit property in total amount of Rs 2,37,500/- and out of them, an

advance amount of Rs 50,000/- has to be deducted consequently he has to pay Rs 1,87,500/- for which this suit was filed by the respondent. Further, the arrears of rent for the past 36 months for which the suit has to be filed, but the respondent filed the suit for arrears of rent for the past 61 months, which was from 23.8.2016 to 23.9.2021, and the same amounted to five years, which was against the law and the same is not maintainable as per the Limitation Act. The respondent has to file this suit only for the past three years, which was from before 4.5.2022. So, as per the calculation of the monthly rental amount of Rs 2,500/- for the past three years, the rental arrears amount of Rs 90,000/-, therefore, this court has no pecuniary jurisdiction to try this suit. However, this present suit comes under the pecuniary jurisdiction of the Principal District Munsif, Erode. The rental arrears from 23.8.2016 to 3.5.2019, which were stated by the respondent side, but the same were barred by limitation. So, the respondent filed the defective plaint. The petitioner side stated that the damages amount of Rs 50,000/-, which was mentioned by the respondent, for which there is no proof of records. The petitioner further stated that he agreed to pay the rental amount of Rs 2000/- or the usage period of the suit property, and the same was paid by him. So, there were no rental arrears. The respondent filed RLTOP No:3/2022 before the Principal District Munsif Court, Erode. Therefore, this court has no jurisdiction to try this suit. Hence, OS.No:380/2022 has to be returned.

**4. The Brief Averments of the Counter filed by the Respondent are as follows:-**

5. The petition is false, frivolous, vexatious and unsustainable either in law or on facts of the case.

6. Except as to matters expressly admitted herein the petitioner is put into strict proof of the other allegations narrated in the petition.

7. In the year of 2012 the petitioner took the schedule mentioned property on lease from the Sulochana through her husband Vaiyapuri for one year on a monthly rental basis as Rs. 2,500/- per month commencing from 12.07.2012 to 11.07.2013 for a period of one year. That being the position, the petitioner herein took the property

on lease from Sulochana through the respondent as her son from 01.09.2014 to 23.08.2016 i.e., for two years only. Thereafter, the lease was not extended by executing the document of lease deed neither unregistered nor registered and the rent was being collected by the respondent on behalf of his mother Sulochana. After efflux of time the petitioner failed to make rent to the demised premises. The respondent submitted that the property consists of very old tiled roof buildings, nearly about more than 30 years old, with roof made of wooden rafters. As the buildings in the property became very old went beyond repair, started to sink from top the respondent requested the petitioner to vacate and handover the building to renovate the same. But the petitioner managed to hold the roof from sinking by providing wooden blocks and continued in the possession of the property without paying rent and started the troubled relationship. Without carrying the repair by replacing the roof as a new one there will be a utter damage will cause to the property as well as to the occupants of the premises such a deteriorating conditions exists now. Without getting it repaired the premises cannot be used for any purpose. Right from the 2016 onwards the respondent started to asked the petitioner to vacate the premises for the said purpose but he was not adopted for the said course rather to stick on the property without paying a rent unlawfully.

8. When the respondent insisted the petitioner to vacate the premises but he filed a suit in O.S.No. 337 of 2018 under false allegations sought the relief for permanent injunction not to evict under due process of law and an obtained the ex-party decree on 14.06.2019 against the respondent. Due to the prevailed situation of pandemic period the respondent could not take any steps in the aforesaid matter. Thereafter also the respondent insisted to vacate the premises as well as to pay the arrears of rent. Whiles, without making the payment of rent on 10.10.2018 the petitioner caused a legal notice as if he is prepared to pay the rent and the respondent is not accepting the same and he will take steps to deposit the rent in court if not furnished the bank details. And thereafter still now, he has not complied the same and

made himself a chronic default of paying rent. Hence on 09.09.2021. the respondent had caused a legal notice called upon the petitioner to pay the arrears of rent as well as to get the property repaired if not pay the damages caused to the premises and terminated the tenancy. After receipt of the notice the petitioner had sent a reply on 03.12.2021 with false allegations. Due to the health conditions of the mother most of the interactions with the petitioner being tenant in the property were done only through the respondent alone. After becoming absolute owner of the property, on 09.07.2021 the applicant duly informed the petitioner about the change of ownership and his desire to develop the property and was requiring him to vacate the premises. Realizing that the petitioner had not paid rent ever since from entitlement, the respondent contacted the petitioner in person and demanded for arrears of rent and for possession of the premises. Being fear over the steps to be taken by the respondent for eviction the petitioner caused a notice dated 27.01.2022, stating that the respondent as welded the entrance lock and thereby restrained him from entering the premises and not able to do business and thereby committed contempt of court order. For the said notice the respondent had sent a suitable reply on 02.02.2022. At this juncture the respondent submits that the petitioner made complaint before Erode North police station wherein the officials concerned had visited the property, after proper enquiry ascertained the truth and specifically instructed that no one should enter the building since it is highly damaged and mediated that to pay the arrears rent accrued for five years of rent by deducting ten months rent and to vacate the premises within 30 days. Whiles, to overcome that issue, the petitioner caused vexatious notice with an intention to squat upon the property. The reply notice served on the petitioner council on 03.02.2022. Such is the position on that day itself the petitioner had launched and E.P.R. No. 6 of 2022 on the file of the Principal District Munsif of Erode on the alleged ground of contempt of court and the notice was served on the respondent and posted on 04.04.2020 for appearance of respondent. The respondent reiterates that right from August 2016 the petitioner is an arrears of rent and same is

evidenced from his own conduct since there is no possibility of paying rent due to the strained relationship developed between the respondent and petitioner. No evidence was produced to show that rent was being paid till date to the respondent. Hence he is a chronic defaulter of paying rent. The petitioner has neither vacated the premises nor has he paid any rent from 23.09.2016 to till today.

9. In the meanwhile, the roofs of the entire buildings became so weak and they were endangering human life. The respondent cautioned by his legal notice but even then the petitioner has not carried over the repair except to squat upon the property at any cost for the reasons best known him alone without paying rent. Due to the continuous rain in the recent past, the wooden rafters supporting the roof of the building becomes hanging and it may collapse at any time resultantly highly dangerous for inmates of the premises. Hence it is eminent that the petitioner be evicted forthwith, not only in the applicant's interest but also in the interest of the very lives of the petitioner and his people.

10. As detailed supra, the petitioner/tenant has omitted to pay the monthly rent of Rs.2,500/- from 23.08.2016, thereby committing willful default in paying the monthly rent. This act of the petitioner clearly amounts to willful default of rent. The respondent submits that, the petitioner is a chronic defaulter, he defaulted to make payment of rent right from 23.08.2016. Hence the respondent caused a legal notice called upon him to pay the rent and to vacate the leased out premises on or before 01.10.2021 with good condition and to pay arrears of rent accrued right from 23.09.2016 to 01.10.2021 and to pay the cost of damages occasioned to the property to the tune of Rs. 50,000/- or get it repaired. After efflux of time if continued to be in possession directed him to pay as damages of Rs. 5000/- per month. The said notice was served on the petitioner and after receipt of notice the petitioner through his counsel sent a reply with false allegations on 03.12.2021 stating that, there is no arrears till date. Further alleged that, since the respondent demanded for enhanced rent of Rs.5000/- per month with the petitioner and he refused for the same and when

the respondent tried to vacate the petitioner from the suit property but he filed a suit for due process of law suit in O.S.No. 337 of 2018 on the file of the Principal District Munsif of Erode. Counter blast to that, the petitioner caused a legal notice 27.01.2022 as if the respondent restrained the petitioner by soldering the front pad lock and he is unable to enter into the property and thereby violated the decree and judgment and it amounts to contempt of court. On receipt of notice the respondent also sent a reply dated 02.02.2022 posing the real fact and the same was served on the petitioner council. Immediately to overcome the payment of arrears of rent as well as damages caused to the respondent's property the petitioner filed an execution application in E.P.R.No. 6 of 2022 for arrest falsely as if the respondent violated the court order and the same is pending now. At this juncture, it is pertinent to note that, much earlier i.e., on 10.10.2018 the petitioner herein sent a notice required the respondent to furnish the bank details as if ready to pay the rent but thereafter neither chosen to pay nor initiated any legal proceeding to deposit the rent in court, which exposes his real intention and explicit that there is an arrears of rent.

11. That being the position, the respondent filed R.L.T.O.P.No. 3 of 2022 on the file of the Principle District Munsif of Erode (Rent court) and the petitioner entered appearance defending the same. The said petition was filed on various grounds for eviction and one of the grounds is for arrears of rent. Hence the repeated demands in person as well as legal notice the petitioner filed to make payment of accumulated arrears of rent along with damages occasioned to the property by his attitude to maintain the building.

12. It is pertinent to note that in the legal notice issued by the petitioner dated 10.10.2018 to the respondent it is admitted by the petitioner that the rent payable per month is Rs.2,500/- and paid in advance of Rs.50,000/-. As well as the said fact is admitted in reply notice dated 03.12.2021 issued by the petitioner through his counsel. No where it is stated that he has paid Rs.55,000/- as advance. The said fact is affirmed by the petitioner in his legal notice sent by him through his counsel dated

27.01.2022. In the written statement filed by the petitioner in the suit in para 12 he admitted the aforesaid facts. Even otherwise as admitted by the petitioner he has to pay a sum of Rs.90,000/- by way of arrears of rent and in add to that by way of damages under the head of using the property after the efflux of time to vacate the building he has to pay Rs.35,000/- (5,000 x 7 Months). Apart from that the petitioner bound to pay Rs.50,000/- towards the damage caused to the leased out premises. Intoto he has to pay a total amount of Rs. 1,75,000/-. Without prejudice to the right of the claim the respondent states that as per the admissions made by the petitioner deducting the advance amount of Rs.50,000/- has to pay a sum of Rs.1,25,000/-. If that being so, this Honourable court has got jurisdiction to entertain this case. So by his own conduct and admissions exemplify that all the averments made in the affidavit is is totally false and misleading.

13. Admittedly the respondent claiming the arrears of rent from 23.08.2016 to 23.09.2021. It is pertinent to note that the petitioner issued a legal notice on 10.10.2018 requiring the respondent regarding the Bank details and others to pay the rent and thereby acknowledging the liability of arrears of rent as envisaged in section 18 of Limitation Act of 1963. If that being so, the period of limitation begins to run from 10.10.2018 to 3 years and the suit can be maintained upto 10.10.2021. So the suit is notSo the suit is not barred by limitation and the acknowledgment of liability saves the period of limitation.

14. Further, it is to be noted that the contention of the affidavit is totally false and misleading. All the points raised in the affidavit for return of plaint requires evidence in the suit and it can be concluded only in the trial and cannot be decided by closing the eyes.

15. All the aforesaid fact would go to show that the petition is not maintainable, misleading and filed with a view to prolong the 'lis' nothing but else. The petition is devoid of merits and liable to be dismissed in limine. This respondent therefore prays that this court may be pleased to dismiss the petition with costs.

16. Heard both sides. No oral and documentary evidence was adduced on either side, whether the petition deserves to be allowable or not?

**On Point:**

17. The petitioner side contended that he agreed on the rental amount of Rs 2000/-, whereas the respondent mentioned in the pleading of the plaint is that the monthly rental amount of Rs.2,500/-, which was specifically denied by the petitioner in his written statement. It is therefore, earlier this respondent had not taken a specific plea in respect of the above grounds, whereas now, in the middle of trial proceedings, the respondent has been raising the above aspects in this petition, which only shows to procrastination of trial proceedings. Further, the respondent side contended that the legal notice was issued to the petitioner on 10.10.2018 which was admitted by the petitioner in respect of the rent amount of Rs.2500/- and paid an advance Rs.50,000/- and the same was admitted by the petitioner in his reply notice dated 3.12.2021 to the above legal notice, moreover the petitioner admitted the above facts as reflected in para 12 of the written statement filed by the petitioner, So admitted facts need not be proved as per section 58 of the Indian Evidence Act in respect of the core issue of the petition, when there is no specific plea raised in the written statement filed by the petitioner, then how at this stage this petition is maintainable which becomes questionable because the petitioner himself contra stand to his plea what was taken in the earlier reply notice dated 3.12.2021 and the pleadings of the written statement which is rightly pointed out by the respondent side and the same was reflected in the counter filed by the respondent. The petitioner further contended that rent has to be paid from 23.8.2016 to 23.9.2021 at the rate of Rs 2,500/- per month and damages at the rate of Rs 5000/- per month for 7 months, and the damages occurred to the tune of Rs 50,000/- to the property in total amount of Rs 2,37,500/- and out of them an advance amount of Rs.50,000/- has to be deducted consequently the suit claim amount Rs1,87,500/- and he has to pay the advance amount of Rs 55000/- in which

advance amount of Rs 50,000/- was paid, whereas the respondent side contended that the petitioner is a chronic defaulter and he failed to pay the rental amount from 23.8.2016 onwards and further the respondent issued the legal notice in respect of payment of rent and vacate the lease out premises on or before 1.10.2021 and to pay the cost of damages as mentioned above whereas the petitioner continued to be in possession even after sending the above legal notice by the respondent. The respondent side mentioned that the above-mentioned advance amount of Rs 55,000/- is nowhere mentioned in the legal notice dated 27.1.2022, then how the same is maintainable, because the petitioner stands itself is contrary to his own version, which was taken in this petition, and the above aspect of grounds can be revealed through trial proceedings. The petitioner side contended that the arrears of rent for 36 months, and the suit had to be filed from 23.8.2016 to 23.9.2021, which was for 61 months, and the same is against the law, and the arrears of rent can be claimed before filing of the suit dated 4.5.2022 and calculated at Rs 2500/- per month for 3 years, then it becomes Rs 90,000/- it is therefore this court has not pecuniary jurisdiction and the same is triable before the Principal District Munsif Court, Erode. The other side has been calculated as reflected in the counter, and further mentioned that the above-mentioned Rs 90,000/- is to be added to the damages in respect of 35,000/- at the rate of Rs 5000/- for seven months, and the property damages Rs 50,000/- for a total amount of Rs 1,75,000/- and deducting the advance amount of Rs 50,000/- then an amount of Rs 1,25,000/- it is therefore the petitioner is calculating only for the arrears of rent which cannot be entertain because the damages which were mentioned above were calculated by the respondent, then how this Court has no pecuniary jurisdiction to try this matter, therefore the petitioner suppressing the ground reality of facts to the crux of this petition, it is very clear, this court has pecuniary jurisdiction to try this suit.

18. The petitioner side has mentioned that the suit is barred by limitation for claiming arrears from 23.8.2016 to 3.5.2019. So, the respondent has no right to claim

the same, and the plaint is defective, whereas the other side contended that the arrears of rent from 23.8.2016 to 23.9.2021, further, the petitioner issued a legal notice dated 10.10.2018, so the acknowledgement of liability of arrears of rent envisaged in section 18 of the Limitation Act, it is therefore runs from 10.10.2018 to 10.10.2021 which is three years, hence the suit is maintained up to 10.10.2021. Here, the acknowledgement of arrears of rent as reflected in the above legal notice dated 10.10.2018, which was not denied by the petitioner. It is therefore the suit is also not barred by limitation grounds. At last, the petitioner side contending that the monthly rental amount of Rs 2000/- agreed by the petitioner and the same was paid completely however the respondent falsely filed the RLTOP No:3/2022 before the District Munsif Court, Erode in which the petitioner to vacate the from the petition mentioned property and the same is not come under the jurisdiction of this court, So this suit has to be returned which cannot be acceptable because the petitioner already failed to prove his stand which was taken in this petition and the same was discussed above. It is therefore very clear that the petitioner filed this application only to adopt delay tactics to prolong the trial proceedings because the trial was commenced and the same is in progress of proceedings. Therefore, there is no prima facie in this application. Given the above aspect of the reasons, this Petition stands dismissed and no costs.

As a result, this Petition stands dismissed and No costs

Dictated to the Steno-typist and typed by him directly in the computer, corrected and pronounced by me in open court, on this the 28<sup>th</sup> day of November 2025.

I Additional Subordinate Judge,  
Erode.

Petitioner and Respondent side Witness and Documents:

-Nil-

I Additional Subordinate Judge,  
Erode.

**Draft/Fair Order**

I.A.No.11/2025 in  
OS.380/2022

Dated: 28.11.2025

I ASJC, Erode.