

IN THE COURT OF THE SUBORDINATE JUDGE, MELUR.

Present: Tmt. M. SAMUNDEESWARI PRABHA, M.A., M.L.,

Monday, the 15th day of September 2025

I.A.No.1/2024

in

O.S.No.243/2022

Kannan Petitioner/Plaintiff

// Vs //

Sakthi Fish Shop,

(Owner),

Vishvathaas Main Road,

Kulamangalam Aathukal Road,

Thiruppalai,

Madurai.

..... Respondent/ Defendant

This petition coming up for final hearing before this on 02.09.2025 in the presence of Advocate.Mr.K.Selvam, Advocate for the Petitioner and Advocate.Mr.S.Vaithyanathan, Advocate for the respondent and upon hearing on both sides and on perusal of the records and having

stood over for consideration till this day, this court delivers the following:-

ORDERS

This petition has been filed Under Section 151 of CPC pass an order to direct the respondent/defendant to pay the total arrears of the rent, a sum of Rs.3,80,000/- to the petitioner/plaintiff.

1. Brief averments of the petition :-

The petitioner herein is the plaintiff in the original suit. The petitioner has been filed main suit against the respondent by this court and the same is pending for trial for the relief of recovery of possession and the petitioner stated in the plaint that defendant did not paid a monthly his shares of rent Rs.10,000/- from on 01.01.2021 to till now. Hence the petitioner sent a legal notice to the defendant to pay arrears of the rent, but he did not pay any arrears of the rent till the date. After issued notice, the defendant is defaulter of rent in the suit property. Hence, the petitioner filed this suit for recovery of possession and the same is pending by this court for trial. During the pendency of main suit, the respondent/defendant has not come forward to pay the arrears of the rent till now. The defendant did not paid any monthly rent for 3 years from on 01.01.2021. The total arrears of the rent is pending totally Rs.3,80,000/- and right to conduct the suit and he has no right to take defense the main suit against the petitioner. Hence this petition has to be allowed.

2. Brief averments of the counter affidavit filed by the respondent/defendant:-

The respondent herein is the defendant in the original suit. The respondent admitted averments hereunder, all the other averments are denied and the petitioner are put to strict proof of the same. In fact, the respondent/defendant has sent a legal notice with objection on 20.04.2022 and further, as stated in the petition, the respondent/defendant is not liable to pay any share, rent or advance amount to the petitioner/plaintiff. Because the petitioner/plaintiff is not the owner of the property. There is no need to pay any amount to a person who has no right. In fact, the petitioner/plaintiff has no connection with the suit property. The respondent/defendant has clearly stated in the written statement in the original case that the legal owner of the suit property is Balaji and Sampath Kumar, and that it be used as a part of the written statement. The petitioner/plaintiff has filed this interim petition by hiding the above circumstances. Furthermore, the respondent/defendant has entered into a lease agreement with the actual owners of the suit property, Balaji and Sampath Kumar, on the basis of legal documents and is a legal tenant. Hence this petition has to be dismissed with costs.

3. The point for consideration aroused is that :-

Whether the petition has to be allowed or not ?

4. Point :-

Both sides heard. Records perused. This court finds that this petition has been filed for payment of rent arrears a sum of

Rs.3,80,000/-. The petitioner is the plaintiff in the main suit. The defendant is the respondent in this application. The suit has been filed for ejectment and for costs.

Hence without getting into the merits of the case, until the ownership of the suit property has to be decided, the respondent is hereby directed to deposit the rent amount a sum of Rs.3,80,000/- into the court account civil court deposits and to deposit the monthly rent into the court's CCD until further orders.

5. Result:-

In the result, this petition is allowed directing the respondent to deposit the rent arrears and monthly rent into this court's CCD account until further orders. No costs.

Dictated to the Steno Typist by me, and typed by her directly, corrected and pronounced by me in open court, this the 15th day of September 2025.

Sub Judge,
Melur.

Petitioners and Respondent both sides witness and documents : Nil

Sub Judge,
Melur.

**Draft/Fair Order
in
IA.No.1/2024
in
O.S.No.243/2022
Dt : 15.09.2025
Sub Court, Melur.**