

**IN THE COURT OF THE I ADDITIONAL DISTRICT JUDGE
RANIPET, RANIPET DISTRICT.**

Present: Thiru.A.BALAKRISHNAN, B.B.A., L.L.B.,
I Additional District Judge,
Ranipet.

Tuesday, this the 17th day of February 2026

**I.A.No.6/2026
in
O.S.No.2/2019**

1. S. Padmanaban

2. S. Balkumar Petitioners/defendants.

-Vs-

1. S. Palani

2. P. Usharani Respondents/Plaintiffs.

This petition is coming before me for hearing on 09.02.2026 in the presence of Thiru.K.Khizar Basha, Advocate for Petitioners/Defendants and Thiru.R.Pandurangan, Advocate for respondents/plaintiffs and upon hearing the arguments of both side and on perusal of all connected material records and having stood over for consideration till this date, this court passed the following;-

ORDER

The Petitioners/defendants have filed the petition under section 151 of CPC seeking permission to deposit the monthly rent of Rs.24,400/- from the month of February 2026 in the above suit in O.S.No.2/2019.

1. The 1st petitioner/1st defendant has filed an affidavit in support of the application stating that they are running a hotel business in the suit property on the basis of unregistered rental agreement dated 15.04.2013 and paying a monthly rent of Rs.24,400/- to the respondents/Plaintiffs. The petitioners have prayed this court to grant permission to deposit the monthly rent of Rs.24,400/- from February 2026 in the above suit.

2. The respondents/plaintiffs have filed a counter contending that they have filed the above suit against the defendants for the relief of eviction on the ground of non payment of rent from January 2016 and also for recovery of rent arrears of Rs.7,20,000/- due from January 2016 to October 2018 and the defendants who are the chronic defaulters in payment of rent have filed the present application at the part heard stage of the suit with an intention to drag on the proceedings.

3. Point for determination is:-

Whether the application filed by the defendants under section 151 of CPC seeking permission to deposit the rent amount from the month of February 2026 is deserved to be allowed?

4. Point :- a) The respondents/plaintiffs have filed the above suit as against the defendants seeking the relief of eviction and for recovery of rent arrears amount of Rs.7,20,000/- due from January 2016 to October 2018 on the grounds that the defendants who have taken possession of the suit property in pursuance of rental agreement dated 15.04.2013, have not paid any single paise towards rent for the suit property.

b) It is pertinent to be noted that the defendants have filed their written statement on 03.08.2019 and they have specifically stated in para 10 of their written statement that the dispute arises only on the increased monthly rent for the suit property as against the clauses of the rental agreement, however the defendants are now perforce to pay a sum of Rs.24,400/- per month towards the rent for the suit property to the plaintiffs. The defendants have further stated in their written statement that the plaintiffs were not willing to receive the monthly rent from the defendants.

c) It is to be noted that even though the defendants have specifically stated in their written statement that they are ready to pay the monthly rent of Rs.24,400/- to the plaintiffs, they have not taken any steps to deposit/pay the rent arrears amount atleast from the date of plaint or atleast after filing the written statement.

They have also not filed any application seeking permission to deposit the rent arrears immediately after receiving the suit summons. But when the case was posted for defendants side evidence, they have filed the present application seeking permission to deposit the rent amount only from the current month of February 2026. They have not stated anything about the payment of rent arrears after the date of filing of the suit.

d) The learned counsel for the petitioners/defendants has argued that unless the defendants are permitted to deposit the rent amount from February 2026, they will be prejudiced. The learned counsel for the petitioners has also submitted the decision of Hon'ble Supreme Court wherein the Hon'ble Supreme Court has held by relying Section 30 of "The Uttar Pradesh Urban Buildings (Regulation of Letting, Rent and Eviction) Act 1972 that the tenant after receipt of notice is under an obligation of tender the rent atleast at the rate admitted to him to the landlord and has got no right to straight away deposit the same under section 30(1) of the Act. It is to be noted that in the above decision of Hon'ble Supreme Court, the tenant had deposit the admitted rent before the 1st hearing date and as such the Hon'ble Supreme Court has held that the appellants would also be entitled to the protection of section 20(4) of the above Act.

e) In the case on hand, as stated above the plaintiffs have filed the suit in the month of January 2019 and the defendants have appeared through their lawyer on 01.03.2019 itself. Further the defendants have filed their written statement as early as on 03.08.2019. But they have come forwarded with the present application to deposit the rent amount only for the current month of February 2026 without producing any document to show about their payment of admitted rent during the pendency of the suit. The petitioners have also not stated anything in the affidavit as to the allegations of the plaintiffs about the non payment of arrears of rent from January 2016 to till date. In the above circumstances, the petitioners/defendants cannot be given permission to deposit the rent from February-2026 and as such the application is liable to be dismissed. This point is answered accordingly.

In the result, the application is dismissed. No cost.

Dictated by me to the Steno-typist and typed by her in the computer, corrected and pronounced by me in the open court, on this the 17th day of February 2026.

I Additional District Judge,
Ranipet.