

BEFORE THE RENT CONTROLLER CUM DISTRICT MUNSIF, TIRUTTANI

Present : Tmt. R.D. Gurulakshmi, M.A., M.L., P.G.D.I & C.L.,

Rent Controller/District Munsif, Tiruttani.

Dated this Friday the 27th day of February 2026

MP.No.1 OF 2021

IN

RCOP.No.2 OF 2018

M.C. Santhi

... Petitioner/Landlord

/Versus/

1.P.S. Khajahmoigheen (died)

2. S.K. Iqbal

3. S.K. Farook Basha

4. S.K. Badurunisa Begam

5. S.K. Mohamad Ali

... Respondents/ Tenants

(Respondents 3 to 5 are impleaded as per order in M.P.No.4/2025, dated 07.08.2025.)

This petition came up before me for the final hearing on 02.02.2026 in the presence of M/s. M. Mohan Raju, G. Sivakumar, Advocate for Petitioner/Landlord, R1 died, M/s. G. Kamalakannan, Advocates for 2nd Respondent/ Tenant, R3 to R5 were remained exparty. Upon hearing both sides and having stood over for consideration till this day, this court delivered the following:

ORDER

The petition is filed by the petitioner under section 11 (4) of the Tamil Nadu Buildings (Lease and Rent Control) Act to stop all further proceedings in the main petition and pass an order directing the respondents/tenants to put the petitioner/landlord in possession of the schedule mentioned premises.

1. **Petition averments in brief:-**

(a) The petitioner is the owner of the schedule mentioned shop building. The 1st respondent is the tenant under the petitioner on a monthly rent of Rs.1200/- The lease is oral and rent is payable on or before 10th of every English calendar month. The 1st Respondent has paid the agreed rent till January 2013 to the petitioner and endorsed the same in the Pocket note book of petitioner. Thereafter inspite of several demands the 1st respondent not paid the rent till date. The petitioner has issued notice to the 1st respondent on 26.10.2015 demanding arrears of rent of Rs.39,600/- till October 2015 and also for eviction on the ground of willful default. The 1st

respondent evaded to receive the said notice.

(b) The 1st respondent set up his son S.K.Iqbal, the 2nd respondent to file a suit in OS.No.100/2015 and got injunction in order stating that he is tenant in the petition premises, without paying arrears of rent. The 2nd respondent is not tenant under the petitioner. The 1st respondent did not pay the rent due till date. The 1st respondent is wantonly evading to pay the said rent to the petitioner. So the 1st petitioner filed the above petition against the respondents for eviction on the ground of willful default. As per section 11 (1) of Tamil Nadu Buildings (Lease and Rent Control) Act 1960 the respondents are not entitled to contest the main petition unless he pays the entire arrears of rent till date and also rent due subsequently till the proceedings are terminated. Since the respondents committed willful default in payment of rent and all the further proceedings has to be stopped in the main petition and eviction has to be ordered as per section 11 (4) of the Tamil Nadu Buildings (Lease and Rent Control) Act. Hence this petition.

2. **Counter filed on behalf of the 1st respondent in brief:-**

(a) This petition is not maintainable either in law or on facts. The petition property is originally belongs to one Kuppaiyah and the same was rented out to the respondent's grandfather namely O.M.E. Nagoorar in the year of 1962. The grandfather doing business in the suit property. After his death, the respondent's mother O.M.E. Kairunisha Begam took the business of selling daily newspaper and other monthly magazine to customers. The said O.M.E. Kairunisha Begam died in the year of 2003. During the life time of the respondent's grandfather and his mother the rent is paid to the Kuppaiyah and the rental agreement is oral one. Now the respondent doing the same business in the suit property.

(b) The suit property is altered time to time and repairing work also done. Now the respondent's son is selling the daily newspapers to the customers. The shop named and styled as IQBAL NEWS AGENCIES. The respondent's mother has given advance amount of Rs.7000/- to Kuppaiyah. The respondent's wife paid monthly rent of Rs.700/- and the rent is increased by the Respondent as 10% once in three years.

Now the rent is paid by the respondent is Rs.1200/- without any default. The petitioner claiming monthly rent of Rs.4500/- and claiming Rs.50,000/- as advance. The respondent income source only depending upon the income from the schedule mentioned property.

(c) The petitioner is the owner of several plots and shops in and around the Tiruttani Town. The petitioner comes with some rowdy elements on 02.08.2015 and threatened the respondent and the petitioner kicked the respondent on chest and thrown out the existing papers in shop in the road side by leaving table chairs and other item in the suit property. The unlawful act is successfully prevented by the respondent. The respondent has to pay the monthly rent to the petitioner from the month of August 2015. The respondent proposed to pay the rent to the petitioner. But the petitioner refused to receive the rent wantonly.

(d) The respondent sent the rent through e-money order to the petitioner and the same is refused till date. The petitioner may renew their attempt at any time. Hence the respondent filed a Suit in OS.No.100/2015 on the file of this court and got permanent injunction till the disposal of this petition. The petitioner wantonly refusing to receive the rent from the respondent Iqbal, since he is the tenant under the petitioner. The petitioner will get unlawful gain by suppressing the material facts of refusing the rent from the respondent. The petitioner not added 2nd respondent Iqbal in this application and he is the tenant under the petitioner. So the petition is not maintainable for non joinder of necessary party.

(e) The respondent not at all tenant in the premises and the said Iqbal is in possession of the suit premises. The petitioner filed the present petition for paying the arrears of the rent and also seeking for stay of all proceedings which is very much self contradictory. The present petition would be tried along with the main RCOP alone and not come under separate proceedings of the case. More over the petitioner not at all established his case in main RCOP No.2/2018, without conducting enquiry in RCOP No.2/2018 the present petition would not be taken up. The numbering of the present petition is wrong. Hence, the petition is liable to be dismissed with cost.

3. **Counter filed on behalf of the 2nd respondent in brief:-**

(a) This petition is not maintainable either in law or on facts. The petition property is originally belongs to one Kuppaiyah and the same was rented out to the respondent's grandfather namely O.M.E. Nagoorar in the year of 1962. The grandfather doing business in the suit property. After his death, the respondent's mother O.M.E. Kairunisha Begam took the business of selling daily newspaper and other monthly magazine to customers. The said O.M.E. Kairunisha Begam died in the year of 2003. During the life time of the respondent's grandfather and his mother the rent is paid to the Kuppaiyah and the rental agreement is oral one. Now the respondent doing the same business in the suit property.

(b) The suit property is altered time to time and repairing work also done. Now the respondent's son is selling the daily newspapers to the customers. The shop named and styled as IQBAL NEWS AGENCIES. The respondent's mother has given advance amount of Rs.7000/- to Kuppaiyah. The respondent's wife paid monthly rent of Rs.700/- and the rent is increased by the Respondent as 10% once in three years. Now the rent is paid by the respondent is Rs.1200/- without any default. The petitioner claiming monthly rent of Rs.4500/- and claiming Rs.50,000/- as advance. The respondent income source only depending upon the income from the schedule mentioned property.

(c) The petitioner is the owner of several plots and shops in and around the Tiruttani Town. The petitioner comes with some rowdy elements on 02.08.2015 and threatened the respondent and the petitioner kicked the respondent on chest and thrown out the existing papers in shop in the road side by leaving table chairs and other item in the suit property. The unlawful act is successfully prevented by the respondent. The respondent has to pay the monthly rent to the petitioner from the month of August 2015. The respondent proposed to pay the rent to the petitioner. But the petitioner refused to receive the rent wantonly.

(d) The respondent sent the rent through e-money order to the petitioner and the same is refused till date. The petitioner may renew their attempt at any time.

Hence the respondent filed a Suit in OS.No.100/2015 on the file of this court and got permanent injunction till the disposal of this petition. The petitioner wantonly refusing to receive the rent from the respondent Iqbal, since he is the tenant under the petitioner. The petitioner will get unlawful gain by suppressing the material facts of refusing the rent from the respondent. The petitioner not added 2nd respondent Iqbal in this application and he is the tenant under the petitioner. So the petition is not maintainable for non joinder of necessary party.

(e) The respondent not at all tenant in the premises and the said Iqbal is in possession of the suit premises. The petitioner filed the present petition for paying the arrears of the rent and also seeking for stay of all proceedings which is very much self contradictory. The present petition would be tried along with the main RCOP alone and not come under separate proceedings of the case. More over the petitioner not at all established his case in main RCOP No.2/2018, without conducting enquiry in RCOP No.2/2018 the present petition would not be taken up. The numbering of the present petition is wrong. The petitioner in OS.No.100/2015 deposed as DW-1 and specifically admitted that till date the rent sent by the 2nd respondent refused by him. It clearly shows the attitude of the petitioner. Hence, the petition is liable to be dismissed with cost.

4. Point for determination:-

Whether the petitioner is entitled to the relief as prayed for? or not?

5. Heard both side. According to the petitioner, the petitioner is the owner of the schedule mentioned shop building. The 1st respondent is the tenant under the petitioner on a monthly rent of Rs.1200/- The lease is oral and rent is payable on or before 10th of every English calendar month. The 1st Respondent has paid the agreed rent till January 2013 to the petitioner and endorsed the same in the Pocket not book of petitioner. Thereafter the 1st respondent not paid the rent till date. The petitioner has issued notice to the 1st respondent on 26.10.2015 demanding arrears of rent of Rs.39,600/- till October 2015 and also for eviction on the ground of willful default. The 2nd respondent is not tenant under the petitioner. The 1st respondent did not pay

the rent due till date. So the 1st respondent has committed willful default in payment of rent to the petitioner. Therefore the counsel for petitioner prays to allow the petition.

6. The 1st and 2nd Respondent resisted the petition by contending that the petition property rented out to the respondent grandfather O.M.E. Nagoorar in the year of 1962. After the death of respondent's grandfather, respondent's mother O.M.E. Kairunisha Begam took the business. The said O.M.E. Kairunisha Begam died in the year 2003 by Kuppaiyah. After that the 1st respondent did the same business in the suit property. Now the 2nd respondent is selling the daily newspapers in the name of IQBAL NEWS AGENCIES. The petitioner claiming monthly rent of Rs.4500/- and Rs.50,000/- as advance. The petitioner comes with some rowdy elements on 02.08.2015 and threatened the respondent and kicked the respondent and thrown out the existing papers in the road. The respondent has to pay the monthly rent to the petitioner from the month of August 2015. The respondent sent the rent through e-money order to the petitioner and the same is refused by the petitioner till date. The petitioner wantonly refusing to receive the rent from the 2nd respondent and the same was suppressed by the petitioner. Hence, the counsel for respondents prays to dismiss the petition.

7. In order to substantiate the petitioner's case Ex.P1 to Ex.P11 were marked. Ex.P1 is the legal notice dated 26.10.2015. Ex.P2 and Ex.P3 are the returned covers. Ex.P4 is the certified copy of Pocket note book maintained by the petitioner. Ex.P5 is the certified copy of paper signed by 1st respondent accepting to vacate the shop on 25.08.2015. Ex.P6 is the registered Will executed by Kuppaiyah Chetty in favour of Petitioner. Ex.P7 is the death certificate of Kuppaiyah Chetty. Ex.P8 to Ex.P11 are is the property tax receipts.

8. The petitioner contended that the 1st respondent did not pay the rent due till date. Ex.P1 legal notice issued by the petitioner stating that the 1st respondent not paid the rent from February 2013. Further a sum of Rs.39,600/- being arrears of rent from February 2013 to October 2015 is to be paid.

9. In order to substantiate the Respondents' case Ex.R1 to Ex.R8 were marked. Ex.R1 to Ex.R7 are the Postal E-payment receipts. Ex.R8 is the certified copy of deposition of DW1- in OS.No.100/2015. Ex.R1 to Ex.R8 are receipts which shows that the 2nd respondent sent the rent through e-money order to the petitioner and the same were refused by the petitioner. The respondents did not take any steps to deposit the rent arrears amount in the court. Hence, the respondents intention is to use the premises of the landlord without paying the rent. Further Respondent he himself admitted in his counter that the respondent not paid the rent from August 2015. Respondent is not paid the rent for the past 11 years. The respondent not ready to invoke Section 9 of Tamil Nadu Buildings (Lease and Rent Control) Act for depositing the rent amount by filing proper petition under section of 9 Act before appropriate forum.

10. The Section 9 (1) of of Tamil Nadu Buildings (Lease and Rent Control) Act is reads as follows:

“9. Right of tenant to deposit rent in certain cases.- (1) Where the address of the landlord or his authorized agent is not known to the tenant, he may deposit rent lawfully payable to the landlord in respect of the building, before the Controller in such manner as may be prescribed, and continue to deposit any rent which may subsequently become due in respect of the building, before the Controller and in the same manner until the address of the landlord or his authorized agent becomes known to the tenant.”

From the act of the respondent it is clear that the respondent not ready to pay the rent or deposit the same before proper court by filing proper petition under section 9 of Tamil Nadu Buildings (Lease and Rent Control) Act. No valid reasons stated on the side of respondents for not taking steps to pay the rent. On the other hand the 2nd respondent simply stated sent the rent through money order inspite of the same was refused by the petitioner for the past 11 years. Hence, considering the facts and circumstances, this court inclined to allow this petition.

In the result, the petition is allowed. The 2nd respondent is directed to deposit the arrears of rent from February 2013 to October 2015 for a sum of Rs.39,000/- on or before 06.03.2026 failing which tenant will be evicted. The petitioner is permitted to withdraw the amount. For reporting compliance call on 06.03.2026.

Dictated to my Steno – Typist, typed by her directly in computer, corrected and pronounced by me in open court, this the 27th day of February 2025.

Rent Controller/District Munsif,
Tiruttani.

Petitioner & Respondents side Exhibits and Witnesses :- Nil

Rent Controller/District Munsif,
Tiruttani.