

TNVL230002262018



**IN THE COURT OF DISTRICT MUNSIF, KATPADI,
VELLORE DISTRICT
PRESENT: TMT. K.INBARANI, B.A.,B.L.,
(J.O.Code - TN02350)
DISTRICT MUNSIF, KATPADI**

Thursday, the 13th Day of August – 2026

**RCOP.No. 02 of 2018
(CNR.No.TNVL23-000226-2018)**

S. Thiruvenkateswaran

.....Petitioner

-Vs-

1. G. Shaik Dawood

2. Zafrullah

Proprietor “High Fashion”

.....Respondents

This petition is filed under Section 10(2)(i), 10(2)(ii)(a) of the Tamil Nadu Buildings
(Lease and Rent Control) Act.1960

This petition came up for final hearing before me, in the presence of Thiru. S. Gunasekaran, Counsels for the petitioner and the counsel for the Respondents were called absent and set exparte. upon hearing the arguments of Petitioner sides, and on perusal of the records and having stood over for consideration till this date, this court delivers the following:

JUDGMENT

The Suit is filed by the Plaintiffs for directing the respondents to vacate and deliver vacant possession of the non-residential building described in the schedule to the petitioner, on the ground of willful default in payment of rent and Sub-letting of the shop by the 1st respondent to the 2nd respondent without the knowledge or consent of the petitioner, and to directing the 1st respondent to pay the arrears of rent due to the petitioner and for costs.

1. **The concise of the Plaint averments is as follows:-**

1.1 The plaintiffs states that, the petition schedule property originally belonged to his mother, Kamalabai, who acquired the same under a registered sale deed dated 17.01.1983. The petitioner further states that Kamalabai executed a lease agreement dated 01.08.2008 in favour of the petitioner and his brother Thiruseenivasan, under which the petitioner was entitled to sublet the premises to third parties. Accordingly, the petitioner inducted the first respondent as tenant in respect of the petition schedule shop under the tenancy agreement dated 01.04.2014.

1.2 The petitioner states that the first respondent was carrying on business in the petition premises under the name and style of “Goodwill Shop” and was liable to pay monthly rent of Rs.18,900/-. Though the tenancy arrangement came to an end, the first respondent agreed to continue the tenancy for a further period of 11 months and also

agreed to pay an additional advance of Rs.40,000/-. However, he failed to pay the additional advance and did not execute the fresh tenancy agreement.

1.3 The petitioner further states that the first respondent was irregular in payment of rent from March 2015 and committed wilful default from August 2015. Therefore, the petitioner issued a legal notice dated 21.10.2015 demanding payment of the arrears of rent. After receipt of the notice, the first respondent paid a sum of Rs.77,200/- towards the rent for August, September, October and November 2015. Thereafter, according to the petitioner, the first respondent failed to pay the rent from December 2015 onwards, resulting in further arrears.

1.4 The petitioner specifically alleges that during the first week of December 2015, the first respondent closed his business and, without the knowledge or consent of the petitioner, handed over the petition premises to the second respondent. On 07.12.2015, when the petitioner inspected the premises, he found the second respondent conducting business under the name and style of “High Fashion”. The petitioner states that he had never inducted the second respondent as a tenant and had not entered into any tenancy agreement with him. The petitioner therefore contends that the first respondent had unlawfully parted with possession of the petition premises in favour of the second respondent without obtaining the written consent of the petitioner and that such act amounts to subletting under Section 10(2)(ii)(a) of the Act. The petitioner

further states that the second respondent has no independent right to continue in possession of the petition premises.

1.5 The petitioner thereafter issued a legal notice dated 25.12.2015 to both respondents calling upon them to vacate and hand over vacant possession of the petition premises and also calling upon the first respondent to pay the arrears of rent. Though the respondents received the said notice, they did not issue any reply. Hence, according to the petitioner, the continued occupation of the premises by the respondents is unlawful.

1.6 Therefore, the petitioner has filed the present RCOP seeking eviction of the respondents on the grounds that the first respondent has committed wilful default in payment of rent under Section 10(2)(i) and has sublet the petition premises to the second respondent without the written consent of the petitioner under Section 10(2)(ii)(a), and consequently seeking recovery of vacant possession of the petition premises.

2. In order to prove the Plaintiffs case, the Plaintiff was examined himself as P.W-1 by way of filing Proof Affidavit, and Ex.A-1 to Ex.A-11 were marked through him and the defendants were set exparte.

3. **Point for Consideration:-**

a) Whether this suit is entitled to be allowed or not?

4. **Answering to the Point :-**

4.1 The point for consideration is whether the petitioner has established the grounds of wilful default under Section 10(2)(i) and subletting under Section 10(2)(ii)(a)

of the Tamil Nadu Buildings (Lease and Rent Control) Act, and whether the respondents are therefore liable to be evicted from the petition premises. To establish his case, the petitioner examined himself as P.W.1 and relied upon the documentary evidence marked as Exs.A1 to A11. Ex.A1 is the office copy of the legal notice dated 21.10.2015 issued by the petitioner to the first respondent, Ex.A2 is the postal acknowledgment relating thereto, Ex.A3 is the office copy of the legal notice dated 25.12.2015 issued to both the respondents, and Exs.A4 and A5 are the postal acknowledgments relating to the said notice. These documents establish that the petitioner had, even during the relevant period, demanded payment of rent and subsequently called upon the respondents to vacate the premises.

4.2 P.W.1, in his deposition, has reiterated the material averments contained in the petition. He has deposed that the petition premises originally belonged to his mother Kamalabai, who had acquired the property under the registered sale deed dated 17.01.1983. In support of the title and the source of his right over the premises, the petitioner has produced the registration copy of the sale deed, marked as Ex.A7, and other documents relating to the ownership and succession of Kamalabai, including her death certificate and legal heirship certificate marked as Ex.A8 and Ex.A9. The death certificate of Thiruseenivasan is marked as Ex.A10. Ex.A11 is also the registration copy of the sale deed dated 17.01.1983. These documents, coupled with the evidence of

P.W.1, support the petitioner's case regarding his interest and right to seek eviction from the petition premises.

4.3 As regards the tenancy, P.W.1 has deposed that the first respondent was inducted into the petition premises under the tenancy arrangement dated 01.04.2014 and that the monthly rent was fixed at Rs.18,900/-. Though the original tenancy agreement is stated to be in the custody of the first respondent, the petitioner has relied upon the copy of the said agreement and has explained the circumstances under which the original is not in his possession. P.W.1 has further deposed that the earlier tenancy arrangement came to an end and that the first respondent agreed to continue the tenancy for a further period of 11 months, subject to payment of an additional advance of Rs.40,000/-. According to P.W.1, the first respondent did not comply with the said condition and thereafter committed default in payment of rent.

4.4 The evidence of P.W.1 regarding default has to be considered along with Ex.A1 and Ex.A2. The notice dated 21.10.2015 specifically called upon the first respondent to pay the arrears of rent. It is the admitted case of the petitioner that after receipt of the said notice, the first respondent paid Rs.77,200/- on 01.12.2015 towards the rent for August, September, October and November 2015. The said payment itself lends support to the petitioner's case that rent was payable and that there were arrears at the relevant point of time. Thereafter, according to P.W.1, the first respondent failed to pay rent from December 2015 onwards. Though the petitioner has quantified the arrears

at Rs.4,53,600/-, the advance amount of Rs.1,50,000/- has also to be given due credit while determining the actual amount payable. The arrears are relevant for determining wilful default, though the recovery of the exact monetary amount has to be worked out separately in accordance with law.

4.5 The more serious allegation against the first respondent is that he sublet the petition premises to the second respondent without the written consent of the petitioner. P.W.1 has specifically deposed that the first respondent was carrying on business under the name and style of “Goodwill Shop”, but during the first week of December 2015 he closed the said business and handed over the premises to the second respondent without the knowledge or consent of the petitioner. P.W.1 has further stated that when he inspected the premises on 07.12.2015, he found the second respondent carrying on business under the name and style of “High Fashion”. The petitioner has categorically stated that he never entered into any tenancy agreement with the second respondent. The occupation of the premises by a different person and the conduct of a different business, immediately after the first respondent closed his business, constitute material circumstances supporting the allegation of parting with possession.

4.6 The said evidence is further corroborated by Ex.A3 to Ex.A5. Under Ex.A3 dated 25.12.2015, the petitioner called upon both respondents to vacate the premises and hand over vacant possession. Ex.A4 is the acknowledgment of the first respondent and Ex.A5 is the acknowledgment of the second respondent. Though the respondents

received the notice, they did not issue any reply denying the specific allegation that the first respondent had handed over the premises to the second respondent. The absence of any contemporaneous explanation from the respondents as to the capacity in which the second respondent was occupying and conducting business in the premises is a relevant circumstance while appreciating the evidence of P.W.1.

4.7 The documents relating to the petitioner's right over the property, namely Ex.A7 to Ex.A11, when read along with the oral evidence of P.W.1, establish the petitioner's connection with the premises. Ex.A1 and Ex.A2 establish the earlier demand for payment of rent, while Ex.A3 to Ex.A5 establish the subsequent demand for payment of arrears and delivery of vacant possession. The oral evidence of P.W.1 regarding the first respondent's default and the second respondent's occupation has remained materially consistent with the documentary evidence. There is also no material produced to establish that the second respondent obtained any independent right of tenancy from the petitioner.

4.8 Therefore, on a cumulative appreciation of the pleadings, deposition of P.W.1 and Exs.A1 to A11, this Court finds that the petitioner has established that the first respondent failed to pay rent despite demand and thereby committed wilful default under Section 10(2)(i). The petitioner has also established, on the preponderance of probabilities, that the first respondent parted with possession of the petition premises in favour of the second respondent without the written consent of the petitioner, attracting

Section 10(2)(ii)(a). The second respondent has no independent tenancy right against the petitioner and his continued occupation is consequently liable to be terminated.

4.9 Accordingly, this Court holds that the petitioner has established the grounds pleaded for eviction. The first respondent is liable to be evicted on the grounds of wilful default and unauthorised subletting, and the second respondent, being in occupation through the first respondent without any independent tenancy agreement with the petitioner, is also liable to vacate the petition premises. Hence, the point for consideration is answered in favour of the petitioner and against the respondents, and the RCOP is liable to be allowed on the grounds under Section 10(2)(i) and Section 10(2)(ii) (a) of the Act. The Petitioner has to pay arrears amount Rs.4,91,400 from December 2015 till 06.01.2018. "Further, the arrears amount shall be paid from the date of filing of the case till the date of judgment."

5. **Result:-**

In the result this Petition is allowed eviction is ordered the Respondent has to be vacated with in two months on or before 13.10.2026.

-//Dictated by me to the Steno-typist, and directly typed by her in Computer, and after rectification taken print out and pronounced by me in the Open Court, on this the 13th Day of August 2026.//-

(Sd/-)..K.Inbarani
DISTRICT MUNSIF
KATPADI

Plaintiffs side Witnesses:-

P.W-1 – S. Thiruvenkateswaran (the Plaintiff)

Plaintiffs side Exhibits:-

Ex.A-1	21.10.2015	An Office copy of the notice issued by the petitioner to the 1 st respondent
Ex.A-2	26.10.2015	Postal acknowledgment of the 1 st respondent
Ex.A-3	25.12.2015	An Office copy of the notice issued by the petitioner to the respondent
Ex.A-4	28.12.2015	Postal acknowledgment of the 1 st respondent
Ex.A-5	26.12.2015	Postal acknowledgment of the 2 nd respondent
Ex.A-6	17.09.1982	Registration copy of sale deed in the name of KamalaBai
Ex.A-7	17.01.1983	Registration copy of sale deed in the name of Subramani
Ex.A-8	01.06.2024	Certified copy of death certificate of KamalaBai
Ex.A-9	26.07.2024	Certified copy of legal heirship certificate of KamalaBai
Ex.A-10	19.02.2022	Certified copy of death certificate of Thiruseenivasan
Ex.A-11	17.01.1983	Registration copy of sale deed in the name of KamalaBai

Defendants side Witnesses:- - NIL

Defendants side Exhibits:- - NIL

(Sd/-)..K.Inbarani
DISTRICT MUNSIF
KATPADI