

**IN THE COURT OF THE PRINCIPAL DISTRICT MUNSIF,
NAGERCOIL**

Present: **Thiru. R.Sundara Kamesh Marthandan, M.L.,**
I Additional District Munsif, (FAC) Nagercoil.

Monday, on this the 26th day of June 2023

I.A. No. 2 of 2023
in
RLTOP No.30 of 2022

N.Regu

... Petitioner

-VS-

Shaji sidney

...Respondent

This Petition came up before this Court for hearing on 19.06.2023 in the presence of Thiru. R.Ariharan, Advocate for the Petitioner and Thiru. M.Ashok Padmaraj, Advocate for the Respondent and upon hearing the Petitioner's and Respondent's Counsels and upon perusing the case records and having stood over till date for Consideration, this Court delivers the following:

ORDER

1. The Petitioner/Tenant had filed the above Petition under Section 14 RLTOP Act seeking an order permitting the Petitioner/Tenant to deposit the monthly rent of Rs.7000/- (Rupees Seven Thousand Only) before this Court.

2. The Petitioner had stated that he had filed O.S. No. 140 of 2022 seeking Permanent Injunction against the Respondent/Plaintiff from disturbing are interfering with the Petitioner/Tenant possession, without due process of law and that he had filed Petition seeking permission to deposit the monthly

rent, on 20.10.2022 and the same is pending unnumbered.

3. Further the Petitioner claimed to have paid the monthly rent up to June 2022 and sent Demand Draft for Rs. 7000/- (Rupees Seven Thousand Only) towards July 2022 rent. However the Respondent/Landlord refused to accept it. Further the Petitioner is ready and willing to deposit the arrears of rent before this Court. Hence he had come by way of the above Petition.

4. The Respondent/Landlord had filed a counter stating that the rental arrears is Rs. 77,000/- (Rupees Seventy Seven Thousand only). As such the Petitioner ought to have filed application seeking leave to deposit the said rental arrears of Rs. 77,000/- (Rupees Seventy Seven Thousand only). However the Petitioner had filed the above Petition seeking leave to deposit Rs. 7,000/- (Rupees Seven Thousand Only) alone. The same would disclose his intention of prolonging the case and to make out the defence, he is pretending to pay the arrears.

5. Further the Petitioner has a customary practice of taking house for rent, indulge in unnecessary litigation and hold the house for a long time without paying the rent and with such intention he had committed arrears. The Respondent/Landlord is prepared to receive the arrears of rent, even now without causing any prejudice to the trial.

6. The point for consideration is whether the above Petition has to be allowed or not?

7. The Petitioner's case is that he had paid the rent up to June 2022 and

that when he sent money order for the monthly rent of July 2022, the Respondent/Landlord had refused to receive the same. On the other hand, the Respondent/Landlord contented that the Petitioner/Tenant had committed default in payment of rent and there is arrears of Rs. 77,000/- (Rupees Seventy Seven Thousand Only). In such circumstances, when the Petitioner/Tenant himself had stated that rent is due from July 2022, there will be no harm in permitting the Petitioner/Tenant to pay the rental arrears. Though the Petitioner had stated that the Respondent refused to receive rent from July 2022, the Petitioner sought leave to deposit Rs. 7000/- (Rupees Seven Thousand Only), only in the above case. As the Respondent/Landlord had stated that he is ready to receive the rent, without prejudice to the Trial, there is no necessity for depositing the rent before this Court and making it available in Court Records for years together.

8. In view of the admitted liability of the Petitioner and the readiness of the Respondent/Landlord to receive the rental arrears, this Court is of the considered view that the rental arrears being the rent from the month of July 2022 to June 2023, in all amounting to Rs. 84,000/- (Rupees Eighty Four Thousand Only) 12 X Rs. 7000/- could be ordered to be paid by the Petitioner to the Respondent/Landlord directly. on or before 17.07.2023. Call on 18.07.2023.

In the result, the above Petition is disposed of by directing the Petitioner/Tenant to pay the rental arrears being the rent from the month of July

2022 to June 2023, in all amounting to Rs. 84,000/- (Rupees Eighty Four Thousand Only) 12 X Rs. 7000/- to the Respondent/Landlord directly on or before 17.07.2023 and continue to pay the monthly rent directly to the Respondent/Tenant on or before 5th of Succeeding Month.

Dictated to the Typist, and typed by her directly in computer, corrected and pronounced by me, in Open Court this, the 26th day of June, 2023.

I Additional Munsif,(FAC)
Nagercoil.

Petitioner side witnesses and documents: Nil

Respondent side witnesses and documents : Nil

I Additional District Munsif,(FAC)
Nagercoil.

I.A. No.2 of 2021
in
R.L.T.O.P. No. 2 of 2020
Draft/Fair Order
Date: 22.06.2023.
IADM, Nagercoil.

PDM, Nagercoil.
I.A. No.2 of 2022
in
O.S. No.161 of 2022
Date: 26.06.2023.

Order Pronounced in Open Court

In the result, the Respondent is hereby injuncted from interfering with or disturbing with or obstructing the Petitioner's peaceful enjoyment of pathway over Plaint C schedule property until disposal of the above suit. The Parties shall bear their respective cost.

PDM(FAC)
Nagercoil.