



CRP NO. 466 of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 07-02-2025

CORAM

THE HONOURABLE MR JUSTICE A.D.JAGADISH CHANDIRA

WEB COPY

CRP NO. 466 of 2025

AND

CMP NO. 2783 OF 2025

Hothiram

S/o.Balaji, No.42 Hanumantharayan Koil Street, 2nd Floor,
Chennai - 600 003. also at New No.21, Old No.25, 3rd Floor,
Chandrappa Mudali Street, Chennai - 600 079.

Petitioner(s)

Vs

Purushotam Mohta

S/o.Late Sri Raw Ratanji Mohta, No.21 Old No.25, Chandrappa
Mudali Street, Sowcarpet, Chennai - 79.

Respondent(s)

CMP NO. 2783 of 2025

HOTHIRAM

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Appellant(s)

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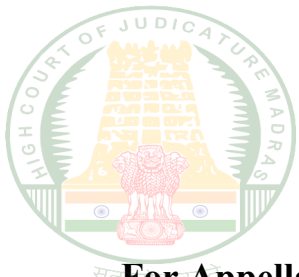
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For Petitioner(s):

A.C.Kumaragurubaran
A.Babu

For Respondent(s):

M/s.G.Rm.Palanippan



A.Ameer Suhail Ahmed -caveator for R1

CMP NO. 2783 of 2025

For Appellant(s):
WEB COPY

A.C.Kumaragurubaran
A.Babu

For Respondent(s):

A.Ameer Suhail Ahmed -caveator for R1

ORDER

Learned counsel for the petitioner would submit that the agreement between the petitioner and the landlord is only a usufructuary mortgage and not a rental agreement. He would further submit that the petitioner undertakes that if the amount is returned, the petitioner is ready to vacate and handover the premises within a period of one(1) months.

2. Learned counsel respondent seeks time to get instructions and undertakes not to proceed with the eviction proceedings.

3. List the matter on 12.02.2025.

07-02-2025

msv