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CRP NO. 1313 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24-11-2025

CORAM

THE HONOURABLE MR.JUSTICE P.B. BALAJI

CRP NO. 1313 of 2023

N. Selvaraj

S/o. Natesan, No.7, Nyniappa Maisry Street, Pudupakkam,
Chennai - 600 014.

Petitioner(s)

Vs

E. Mohanraj

S/o. Ethiraj, Door No. 16, Thayar Sahib Street, Mount Road,
Chennai - 600 014.

Respondent(s)

CRP NO. 1313 of 2023

For Petitioner(s):

R.Subramanian

B.Ravi

S.S.Raghavan-ms/1399/2003

S.Nandhini Devi

R.Vivekanandan

For Respondent(s):

M/s.E.J.Ayyappan

M.Santhanamari

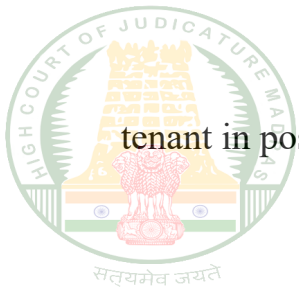
M.Manivannan For Sole Respondent



ORDER

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The petitioner is the tenant under the respondent / landlord. Eviction proceedings were initiated by the respondent and pending the proceedings before the competent court, a settlement was reached between the tenant and landlord, in and by which the landlord agreed and undertook to put the petitioner in possession of an area of 130 sq.ft., after construction of the new building. On the basis of the assurance given by the respondent / landlord the petitioner also surrendered vacant possession. However, despite putting up new construction, the grievance of the petitioner is that the respondent has not honored the commitment which is also recorded before this court in CRP proceedings. In fact, I find that in two contempt petitions, the respondent has been held to be guilty of committing contempt of court. I also find a report that has been filed by the Advocate Commissioner in EP No.313/2019 and after inspecting the premises, he has opined that there are two portions available which is indicated by way of sketches A and B. In terms of sketch 'A' 130 sq.ft can be easily demarcated, so as to accommodate the petitioner / tenant. In terms of sketch 'B' 129.5 sq.ft is available would be given to the tenant to accommodate the business. However, despite the said report of the Advocate Commissioner, the executing court has proceeded to dismiss the petition filed, to put the



tenant in possession of 130 sq.ft.

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2. Mr.R.Subramanian, learned counsel for the petitioner submits that the petitioner willing to take either portion marked in sketch 'A' or sketch 'B', subject to the option of the respondent / landlord.

3. Mr.E.J.Ayyappan, learned counsel for the respondent / landlord states that the landlord has already put up new construction and it is not feasible for the landlord to offer a portion in the new building and he, instead is willing to pay compensation of Rs.3,00,000/- to the petitioner.

4. Mr.R.Subramanian, learned counsel for the petitioner is not willing to receive any compensation and the petitioner insists on honoring the compromise recorded before this court in CRP.

5. In the light of the above, Mr.E.J.Ayyappan, learned counsel for the respondent shall get firm instructions from the respondent / landlord as to whether the petitioner would be put in possession of portion earmarked in sketch 'A' or sketch 'B' and



report this Court. For orders post on 10.12.2025.

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24-11-2025

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P.B.BALAJI.,J

mtl



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