



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 28.08.2026

CORAM

THE HON'BLE MR.JUSTICE P.B. BALAJI

**CRP No.6021 of 2025
& CMP.No.29764 of 2025**

R.Chellapanidan

..Petitioner

Vs

1.S.Moorthy
2.S.Kayathri

..Respondents

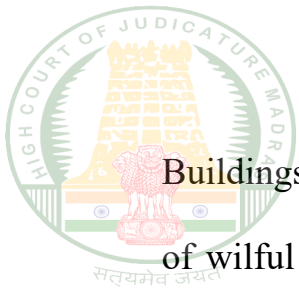
Prayer: Civil Revision Petition filed under Section 25 of the Lease and Rent Control Act, 1960, to set aside the order passed in RCA.No.9 of 2023 (Old No.23 of 2017) (RCOP.No.49 of 2013) dated 21.07.2025 on the file of the learned Subordinate Judge, Ambattur/Rent Control Appellate Authority), confirming the fair and decreetal order in RCOP.No.49 of 2013 dated 14.07.2017.

For Petitioner: Mr.K.Balaji

For Respondents: R1 Died
Mr.G.Prakash for R2

ORDER

The revision petitioner is a tenant, having suffered concurrently before the Rent Controller, as well as the Rent Control Appellate Authority. The respondents-landlords filed rent control proceedings under the then Tamil Nadu

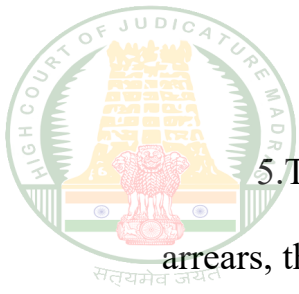


Buildings (Lease and Rent) Control Act, 1960, seeking eviction, on the ground of wilful default in payment of rents. After elaborate trial, the Rent Controller found that the petitioner has committed wilful default in payment of rents and allowed the eviction petition. The said eviction order was unsuccessfully challenged before the Appellate Authority and as against the concurrent findings, the present revision has been filed.

2.I have heard Mr.K.Balaji, learned counsel for the revision petitioner and Mr.G.Prakash, learned counsel for the 2nd respondent.

3.After hearing the learned counsel for the petitioner, I found that the Rent Court as well as the Appellate Authority, have not committed any error or perverse findings warranting interference under Section 25 of the Act.

4.In fact, even pending the revision, the petitioner is in arrears of rent. This Court is entitled to take note of subsequent events. However, the learned counsel for the petitioner, today, has filed an affidavit of undertaking of the petitioner, undertaking to vacate the tenanted premises on or before 27.08.2027. He also undertaken to pay the entire arrears of rent of Rs.3,80,000/- and the future rents at Rs.5,000/- regularly, without any default.



5. The learned counsel for the respondents states that even for pending arrears, the petitioner is seeking for payment, on installment basis and therefore, no indulgence should be given to the petitioner.

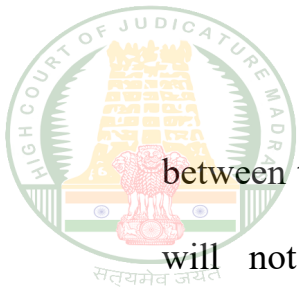
6. Considering equities and also taking into account the petitioner is carrying on lathe business in the tenanted premises and is not doing financially very well in business, I am inclined to accede to the request for payment of arrears in seven installments, which shall be paid in the manner as undertaken by the petitioner in the undertaking affidavit dated 28.08.2026. Subject to prompt and due compliance of the payment of installments, as indicated above:

(i) The petitioner shall be entitled to continue to enjoy the tenanted premises up to 27.08.2027;

(ii) On and from September 2026, till such time the petitioner vacates and hands over the vacant possession, the petitioner shall pay Rs.7,000/- per month towards rent;

(iii) It is open to the respondents to make a mention before this Court in the event of there being any default in payment of any of the installments commencing from 15.09.2026, last installment being 15.03.2027, in which event, the indulgence shown to the petitioner by granting one year time will be recalled.

(iv) It is also made clear that there shall be no other mutual claims



between the parties. The learned counsel for the respondents undertakes that he will not precipitate the execution petition. No costs. Connected Civil Miscellaneous Petition is closed.

28.08.2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No
ATA

To

The Subordinate Judge, Ambattur/Rent Control Appellate Authority.



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P.B.BALAJI, J.

ATA

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