

C.R.P.(MD) No.631 of 2026

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

**DATED: 11.03.2026**

CORAM

**THE HONOURABLE MR.JUSTICE V. LAKSHMINARAYANAN**

**C.R.P.(MD) No.631 of 2026  
and  
CMP(MD) No.2941 of 2026**

Nagaraj

... Petitioner

vs.

Subramanian

... Respondent

**PRAYER:** Petition filed under Section 25 of the TN Buildings (Lease and Rent) Control Act, 1960, to set aside the Fair and Decretal order dated 23.09.2025 passed in RCA No.1 of 2020 on the file of the Rent Control Appellate Authority cum Subordinate Court, Devakottai confirming the Fair and Decretal order dated 05.02.2020 passed in RCOP No.2 of 2017 on the file of the Rent Controller cum District Munsif Court, Devakottai.

For Petitioner : Mr.C.Jeya Prakash

**ORDER**

The Civil Revision Petitioner is aggrieved by the order passed by the Rent Control Appellate Authority cum Subordinate Judge, Devakottai in RCA.No.1 of 2020 dated 23.09.2025, in confirming the



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order of eviction passed by the learned Rent Controller cum District

Munsif, Devakottai in RCOP.No.2 of 2017, dated 05.02.2020.

2.For the sake of convenience, the parties shall be referred to as landlord and tenant.

3.RCOP.No.2 of 2017 was launched by the landlord invoking the provisions of Section 10(2)(i) of the erstwhile Tamil Nadu Buildings Lease and Rent Control Act, 1960. According to the landlord, the demised premises belong to the family of one Swaminathan Chettiar. The legal representatives of the said Swaminathan Chettiar were in possession and enjoyment of the same, by leasing it out and recovering rents from the tenants.

4.One Meenatchi Sundaram Chettiar was the predecessor in title of the present landlord. He passed away in the year 2005. Thereafter, his wife, Saraswathi Achi was collecting rents. From 01.04.2009, the landlord started collecting rents. The tenancy was oral. It was agreed that the tenant would pay a monthly rent of Rs. 950/-. Pleading that the tenant had not paid rents from July 2015, he invoked the provision for eviction and filed RCOP.No.2 of 2017.



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5.Summon was served on the tenant and he entered appearance through a counsel. He filed a detailed counter denying the title of the landlord. According to him, the property is a Poramboke land, on which, his grandfather had encroached and constructed the building. As there is no relationship of landlord and tenant between the parties, he urged that the RCOP is absolutely untenable.

6.On the basis of these pleadings, the parties entered the witness box. On the side of the landlord, he entered the witness box as P.W1. He marked Ex.P1 to Ex.P16. On the side of the tenant, the tenant examined himself as R.W1 and one Sinthamani was examined as R.W2. Ex.R1 to Ex.R9 were exhibited by the tenant.

7.Relying upon Ex.P12 and Ex.P16, namely, the sale deed in favour of the predecessor of the landlord as well as the rent receipt book that had been maintained by the landlord, the Rent Controller was convinced that a relationship of landlord and the tenant existed between the parties. As the tenant was not in a position to give a proper explanation for the period of default, the learned Judge concluded that the default not only existed but was willful. Hence, he allowed the petition.



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WEB COPY 8. Aggrieved by the same, the tenant preferred RCA.No.1 of 2020.

On a re-appreciation of the entire evidence, the learned Rent Control Appellate Authority came to a conclusion that the plea set up by the tenant was not tenable and consequently, confirmed the findings of the Trial Court and ordered eviction. Against the said concurrent orders, the present Civil Revision Petition.

9. I heard Mr.C.Jeya Prakash in support of the Revision.

10. Mr.C.Jeya Prakash invited my attention to Ex.R1, namely, an information that he had secured under the Right to Information Act to the effect that the land on which the building is situated is a Poramboke land and does not belong to the landlord.

11. He further urged that, he had examined RW.2 to substantiate his plea that there existed no relationship of landlord and tenant between the parties to the eviction petition. In addition, he pointed out that the signature of the tenant is not found under Ex.P16 and the same is an act of forgery. Hence, he pleaded that the Revision be admitted and an order of interim stay of eviction be ordered.

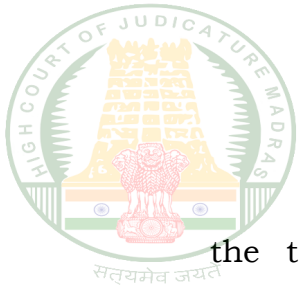


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12.Mr.C.Jeya Prakash faces two hurdles. One, on the scope of the Revision itself and the second, on the merits of the case. It has been settled by the Constitution Bench of the Supreme Court in ***Hindustan Petroleum Corporation Ltd Vs. Dilbahar Singh, (2014) 9 SCC 78*** that while the power of Revision under Section 25 of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960, is wider than the scope of Revision under Section 115 of the Code of Civil Procedure, the High Court in its revisional jurisdiction must not re-appreciate the evidence, unless and until, the appreciation of evidence by the Courts below is *ex facie* perverse or illegal. The request of Mr.C.Jeya Prakash that I re-appreciate the evidence cannot be entertained in the light of the categorical declaration of law by the Supreme Court in the aforesaid judgement.

13.Considering the plea that has been raised by Mr.C.Jeya Prakash, I carefully went through the records available before this Court. The tenant had not taken any effort to get the signature in Ex.P16 to be examined by an expert in order to prove that the signature found therein is not his signature. The proceeding before the Rent Controller is a summary proceeding, but this does not bar a tenant, who is confronted with a receipt said to have been issued for



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the tenancy, to take out an appropriate application before the Court to disprove the same. Unfortunately, the tenant had not taken any such steps.

14. Apart from this, a petition for eviction under the Rent Control Act or even a suit for ejectment before the regular civil Court is not concerned with the issue of title. An issue of title is alien to an eviction proceeding. All that the Court is concerned with is, whether there exists a relationship of landlord and tenant and if it so exists, then, whether the act of the tenant attracts any one of the mischief, which has been prohibited, under Section 10 of the Tamil Nadu Buildings Lease and Rent Control Act, 1960.

15. The allegation of the landlord is that the rents had not been paid. The defense raised by the tenant as already pointed out above is one of denial of relationship of landlord and tenant. In addition, it was always open to the tenant to demonstrate before the Court that *de hors* this plea, he is not liable to be evicted by virtue of the act of default not being wilful. In that aspect too, the tenant has failed to demonstrate before the Court. The examination of RW.2 does not improve the case of the tenant.



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16.As per Section 116 of the Indian Evidence Act, no tenant of an immovable property or any person claiming through such tenant, during the continuance of the tenancy is permitted to deny the title of the landlord at the beginning of the tenancy. Section 116 of the Indian Evidence Act though not strictly applicable to a Rent Control proceeding, it merely ingrains into itself the principle of estoppel. It would certainly be applicable to a Rent Controller. The tenant, having come into possession of the property pursuant to the relationship that existed between the predecessors in title of the landlord and the predecessors in title of the tenant, falls within the scope of persons claiming through such tenant and therefore, is estopped from denying the title of the landlord at the inception of the tenancy.

17.A perusal of the judgements of the Rent Controller and the Rent Control Appellate Authority point out that, they have applied the correct position of law to the facts placed before them. I do not find any perversity or illegality in their appreciation of evidence. Consequently, I do not find any necessity to entertain the Revisions.

18.At this stage, Mr.C.Jeya Prakash reported that the tenant has been in occupation of the property for several decades and in



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case, he is dispossessed from the property, he would be put to irreparable loss and prejudice. I was inclined to grant time on condition, if Mr.C.Jeya Prakash files an affidavit of undertaking of the Civil Revision Petitioner that he would vacate and hand over the possession of the property within a period of six months from the date of receipt of a copy of this order.

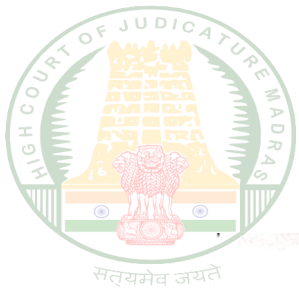
19.Mr.C.Jaya Prakash has filed an affidavit, which is scanned and extracted hereunder:-

**AFFIDAVIT OF THE PETITIONER**

I, Nagaraj, S/o.Sornam Servai, Hindu, aged about 69 years, residing at Door No.33, Sornathan Chettiar, Devakottai Town, Devakottai Taluk, Sivagangai District, now temporarily come down to Madurai, do hereby solemnly affirm and sincerely state as follows:

1. I am the petitioner herein and as such I am well acquainted with the facts and circumstances of the case.

2. I humbly submit that the respondent herein had filed R.C.O.P.No.2 of 2017 on the file of the Rent Controller cum District Munsif Court, Devakottai against me seeking eviction in respect of



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the petition mentioned property. The said petition was decreed in favour of the respondent herein by a fair and decreetal order dated 05.02.2020. As against the same, I preferred an appeal in R.C.A.No.1 of 2020 on the file of the Rent Control Appellate Authority cum Subordinate Court, Devakottai. The said appeal was also dismissed by a fair and decreetal order dated 23.09.2025. Being aggrieved over the concurrent findings of the Learned Courts Below, I preferred the above said Civil Revision Petition before this Hon'ble Court and it is pending.

3. I humbly submit that since I am residing in the petition mentioned property along with my family members, I hereby undertake to vacate and hand over the possession of the petition mentioned property to the respondent herein within a period of 6 months from the date of receipt of the copy of the order from this Hon'ble Court. Till such time of handing over the possession to the respondent herein, I will pay the rent to the respondent. Further, I shall not create any third party rights in respect of the petition mentioned property in any manner. Hence, this affidavit of undertaking may be recorded.

It is therefore prayed that this Hon'ble Court may be pleased to record this affidavit of undertaking to the above said effect and pass suitable orders and thus render justice.

*S. P. Ramesh*

20. The undertaking given in paragraph No.3 of the affidavit is recorded by this Court. The Civil Revision Petitioner is granted time till **30.09.2026**. During the said period, he shall pay the rents without default. He shall also clear the default, if any, pending proceedings. He shall not hand over the possession to any third party and shall peacefully hand over the possession of the property to the landlord on or before **30.09.2026**.

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**WEB COPY** 21.Mr.C.Jeya Prakash reports that the landlord has already filed an Execution Petition soon after the order of eviction was passed by the Rent Controller. He states that E.P.No.11 of 2021 is pending on the file of the District Munsif Court at Devakottai.

22.As this Court has granted time to the tenant to vacate and hand over the possession on or before **30.09.2026**, the learned District Munsif, Devakottai, is requested to adjourn the Execution Petition to **05.10.2026**. If the tenant hands over the possession as per his undertaking given to this Court, the learned District Munsif, Devakottai, shall record the handing over of possession and close the Execution Petition. In case, the tenant does not hand over the possession, as per his undertaking, the learned Judge on **05.10.2026**, is requested to pass an order of delivery in the Execution Petition and simultaneously grant orders to break open the locks and for police aid. The learned Judge need not wait for an application by the landlord seeking the said reliefs.



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**WEB COPY** 23.The Civil Revision Petition stands dismissed, with the  
aforesaid directions. No costs. Consequently, connected Miscellaneous  
Petition is closed.

Index :Yes / No  
Internet :Yes / No  
NCC :Yes / No

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To

1.The Subordinate Judge, Devakottai.

2.The District Munsif, Devakottai.



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**V. LAKSHMINARAYANAN, J.**

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