

(2014) 11 MAD CK 0442

Madras High Court (Madurai Bench)

Case No: C.R.P. NPD (MD) No. 1774 of 2014 and M.P. (MD) No. 2 of 2014

M. Sasi Kumar

APPELLANT

Vs

Suseela Bai

RESPONDENT

Date of Decision: Nov. 3, 2014**Hon'ble Judges:** M. Duraiswamy, J**Bench:** Single Bench

Judgement

@JUDGMENTTAG-ORDER

M. Duraiswamy, J.

Aggrieved over the concurrent findings of the Courts below ordering eviction of the petitioner from the suit property, the tenant has filed the above civil revision petition. The respondent/landlady filed RCOP No. 9 of 2010 on the file of Principal District Munsif, Dindigul, for eviction on the ground of wilful default and owner's occupation. According to the landlady, the admitted rent payable by the petitioner was Rs.300/- per month and the tenant had defaulted in paying monthly rent since 2004. The tenant filed counter stating that there was no lease agreement between the parties. Hence, there is no question of paying rent to the landlady. According to the tenant, he took the entire house on lease at the rate of Rs.300/- per month and accommodated the respondent/landlady as a paying guest. Further, the tenant had averred that he entered into a sale agreement on 06.12.2012 for the performance of the property for a sum of Rs.1,85,000/- and Rs.1,65,000/- was paid as advance. Since the sale deed was not executed in his favour, he filed a suit in O.S.No. 266 of 2009 before the Additional Sub Court, Dindigul for specific performance.

2. The tenant had admitted before the Rent Controller that the respondent/landlady is the absolute owner of the property. Further at the time of his evidence, he had deposed that the respondent/landlady is his sister-in-law's daughter, therefore, the payment of rent to her does not arise. Though the tenant had contended that the respondent/landlady is only a paying guest, the said contention was not established by him by any acceptable evidence. In the absence of any evidence to show that the

tenant had paid monthly rent to the landlady since 2004, Rent Controller had ordered eviction. The Rent Control Appellate Authority also rightly confirmed the order of eviction granted by the Rent Controller. So far as the validity of the sale agreement is concerned that will have to be decided only in the civil suit filed by the revision petitioner in O.S.No. 266 of 2007. That apart, the landlady also proved that the property is acquired by her own occupation. Taking into consideration, the oral and documentary evidence let in by both the parties, the Courts below have rightly ordered eviction.

3. In these circumstances, I do not find any error or irregularity in the findings of the Courts below. The civil revision petition is devoid of merits and it is dismissed. There shall be no order as to costs. Consequently, connected miscellaneous petition is also dismissed.