

(1976) 03 MAD CK 0025
In the Madras High Court

A. Subramaniam Chettiar		APPELLANT
	Vs	
Shanmugham and Others		RESPONDENT

Date of Decision : 17-03-1976

Acts Referred:

Citation : (1976) 2 MLJ 320

Hon'ble Judges : S. Suryamurthy, J

Bench : Single Bench

Judgement

S. Suryamurthy, J.—This is a civil revision petition against the order of the Appellate Authority, confirming the order of the Rent Controller

directing the eviction of the tenant, who is the revision petitioner herein.

2. The petition was filed by the landlords, Shanmugham, Saravanan, Sundaramurthy and Palani, for eviction of the tenant, Subramaniam Chettiar

from the premises, bearing door No. 224/226, Rasappa Chetty Street, Madras-3 on the ground that they required the premises for their own use.

The building is a non-residential building. The tenant is said to be carrying on certain business in the said premises. The building originally belonged

to one Arumugham Chettiar, grandfather of the respondents herein. By a deed dated 5th March, 1948, Arumugham Chettiar created a Trust and

appointed his daughter-in-law, Dharmavardhani Ammal and Shanmugham, his eldest grandson as Trustees. The Trustees were directed to manage

and maintain the properties and defray the expenses of the education of the grandchildren of the donor. After meeting such expenses from out of

the income of the properties, the balance was to be added to the income of the Trust. After the death of Dharmavardhani Ammal, the four

grandsons of the donor and their sons were to become absolutely entitled to the

properties. Dharmavardhani Ammal is now dead. Therefore, the respondents herein have become the absolute owners of the properties. They would appear to have filed a petition formerly for the eviction of the tenant from the same premises. That petition is said to have been withdrawn. Thereafter, they have filed this petition for eviction of the tenant, contending inter alia that they are carrying on a business in iron and steel in a building which they had taken on rent and that they require the premises for their own use and occupation for the conduct of that business. The Rent Controller and the Appellate Authority found that the requirement of the landlords was bona fide. It is now contended by the learned Counsel for the revision-petitioner that in the course of the trial the landlords have filed a partnership deed, viz., Exhibit P-4, that this partnership deed shows that the landlords intend to carry on their business as partners, that this changes the frame of the petition and that therefore, they are not entitled to maintain the petition in its present form. I am unable to agree with this contention. If it is found that the landlords bona fide require the premises for their own use and for conducting their own business, it is not for the tenant to impugn the right of the landlords to carry on the business either as a joint family business or as a partnership business. The partnership deed has been produced obviously only as a piece of evidence to prove the bona fides of the landlords. The tenant, in the course of the oral evidence, admitted that the landlords were carrying on a similar business in iron and steel in door No. 269, Rasappa Chetty Street under the trade name and style of M. Arumugham Chetty and Saravana Steel Traders. This business is also said to be carried on as a partnership business by the four respondents herein. It is not disputed that the building in which the business of the respondents is now conducted is a rented building. Therefore, the learned Rent Controller and the learned Appellate Authority were perfectly right in coming to the conclusion that the landlords bona fide require the premises. Hence the order of the learned Rent Controller, as confirmed by the learned Appellate Authority is confirmed and this civil revision petition is dismissed with costs.

3. The tenant is, however, granted four months" time to vacate the premises on condition that he should deposit in Court the arrears of rent, if any, within 15 days from this date and continue to pay the rent without any default till

he vacates.