
(2011) 03 MAD CK 0275

In the Madras High Court

Case No : C.R.P. (PD) No"s. 1923 and 1924 of 2010 and M.P. No. 1 of 2010

Sri Annapurna Sri Gowrishankar Hotels Pvt. Ltd.

APPELLANT

Vs

N. Andal and Others

RESPONDENT

Date of Decision : 02-03-2011

Acts Referred:

Citation : (2011) 2 LW 148

Hon'ble Judges : R.S. Ramanathan, J

Bench : Single Bench

Advocate : A. Muthukumar, for the Appellant; M. Muthappan, for RR3 and 4, for the Respondent

Final Decision : Allowed

Judgement

R.S. Ramanathan, J.—These two revision petitions were filed against the orders of the Rent Control Appellate Authority refusing to implead

the revision Petitioner as Petitioner in the Rent Control Original Petition filed by Respondents 1 and 2 herein.

2. Respondents 1 and 2 filed the Rent Control proceedings for eviction of Respondents 3 and 4 on the ground of wilful default and submitted that

during the pendency of the proceedings, they have sold the property to the revision Petitioner and therefore, the application was filed by

Respondents 1 and 2 to implead the revision Petitioner as third party to the proceedings and that was allowed by the Rent Controller and reversed

by the Rent Control Appellate Authority and hence, the proposed party has filed the revision petitions.

3. It is contended by the learned Counsel for the revision Petitioner that the revision Petitioner has purchased the property and is entitled to

prosecute the case filed by Respondents 1 and 2 and this Court also held in the decision in Renganathan v. Pandurangan and Anr. 1995 2 LW

160) that the subsequent purchaser can be impleaded to prosecute the petition filed by the original landlords and without considering the same, the

Rent Control Appellate authority dismissed the application.

4. On the other hand, the learned Counsel for Respondents 3 and 4 submitted that the purchaser cannot continue the proceedings initiated by the

original landlords and the cause of action will not survive to the purchaser and after the purchase, tenancy was attained to the revision Petitioner

and the Respondent has been paying rent regularly and the wilful default was only in respect of non-payment of rent towards original landlords,

who was the owner of the building and therefore, there is no wilful default as against the purchaser, the revision Petitioner and hence, the petition

cannot be prosecuted by the revision Petitioner on the same cause of action.

5. The learned Rent Control Appellate authority held that the revision Petitioner will not come under the definition of landlord on the date of alleged

default committed by the tenant and during the alleged period of wilful default, the revision Petitioner was not the owner of the property and there

was no relationship of landlord and tenant between the revision Petitioner and Respondents 3 and 4 and therefore, the revision Petitioner cannot be

permitted to prosecute the case filed by the landlords. The Rent Control Appellate authority also held that if the main R.C.O.P is filed for some

other grounds, then the position will be different and so far as the ground of wilful default is concerned, the same cannot be continued by the

revision Petitioner.

6. The learned Rent Control Appellate authority failed to note that the application for eviction was filed on the ground of wilful default and on the

ground of subletting. Even according to the learned Rent Control Appellate authority, a petition for eviction on the ground of wilful default cannot

be prosecuted by the subsequent purchaser. The Rent Control Appellate authority failed to note that the petition was filed on the ground of

subletting also. Further, as per the judgment reported in 1995(2) LW 160, the subsequent purchaser is entitled to implead himself in the original

petition and as a matter of fact, in that judgment, the subsequent purchaser was permitted to file application to restore the petition filed by the

landlord which was dismissed for default. Therefore, as per the judgment in 1995 (2)LW 160, the subsequent purchaser is entitled to continue the proceedings initiated by the original landlord.

7. Further, the Rent Control Act enables the landlord to apply for eviction on the grounds stated in Section 10 and Section 14(1)(a) and (b). u/s

10(3) and 14(1)(a) and (b), eviction can be sought for the personal requirement of the landlord or for the demolition of the building for the purpose

of putting up new construction. Insofar as the grounds of eviction enumerated in Section 10 are concerned, a right was given to the landlord to

apply for eviction on the ground stated therein which was due to the conduct of the tenant either in committing wilful default in paying the rent,

subletting the property, committing act of waste, wilful denial of title of landlord, etc.

8. Therefore, when a landlord wants eviction of the property for his personal requirement or for the purpose of demolition and reconstruction, the

requirement is for the benefit of the landlord and therefore, that can be termed to be personal to the landlord and when eviction petition was filed

on the ground of own occupation or demolition and reconstruction as per the provisions of Sections 10(3) and 14(1)(a) and (b), the subsequent

purchaser may not be entitled to prosecute the case or continue the proceedings as the grounds of eviction are personal to the erstwhile landlord.

9. On the other hand, when wilful default was committed by the tenant or when the tenant has sublet the premises without consent of the landlord

or committed acts of waste, by reason of the conduct of the tenant, a cause of action was made available to the landlord to file the petition for

eviction and it cannot be stated that such cause of action is personal to the landlord. In other words, by reason of the conduct of the tenant, he

incurs the disqualification of continuing in the premises as a tenant and when eviction petition is filed on the ground of misdeeds committed by the

tenant, the eviction petition can be continued and prosecuted by the subsequent landlord. Therefore, when eviction is sought on the ground of wilful

default in payment of rent and also on the ground of subletting, the subsequent landlord is entitled to prosecute the case.

10. Further, the definition of the landlord as defined u/s 2(6) of the Act and the definition of the tenant as per Section 2(8) of the Act will also make

the position clear. As per the definition of the landlord, it is an inclusive definition and it is comprehensive enough to take any persons who are not

strictly landlords under general law. Further, the definition of the term "landlord" is of a wide amplitude. As per Section 2(6) of the Act, the

"landlord" includes the person who is receiving or is entitled to receive the rent of a building. Admittedly, the revision Petitioner has purchased the

property and therefore, he is entitled to receive the rent of the building. Therefore, he comes within the definition of the landlord.

11. Section 2(8) defines "tenant" and it means any person by whom or on whose account, rent is payable for a building. Therefore, on a combined

reading of Section 2(6) and 2(8) of the Act, in my opinion, a subsequent purchaser, during the pendency of the rent control proceedings also

would come within the ambit of landlord and insofar as the tenant is concerned, he is a person who is liable to pay rent for the building and as

subsequent purchaser becomes owner of the building, the tenant is liable to pay rent to him. Therefore, the subsequent purchaser is entitled to

prosecute the case filed by his vendor.

12. Further, in the judgment reported in *Devarajan v. Muniratnam* (1981) 2 MLJ 97 : (1981) 94 L.W 435, this Court has held that in an

application for eviction on the ground of wilful default, the subsequent purchaser can implead himself and prosecute the case. Similarly, in the

judgment reported in *N. Subbanna Vs. N. Seshagiri Rao and Another*, it has been held that the purchaser of a property in the course of

proceedings under the Rent Control Act was permitted to prosecute the proceedings. Even in the case of eviction on the ground of demolition and

reconstruction, this Court permitted the subsequent purchaser to proceed the execution of the decree obtained by the erstwhile owner in the

judgment reported in *Shanmugam and Ors. v. Satyanarayana Prasad* 1964 2 MLJ 96 : (1964) 77 L.W. 353.

13. Therefore, when the application was filed by the landlord for eviction on the ground of wilful default in payment of rent, as stated supra, a

cause of action arose by reason of the conduct of the tenant and that cause of action will survive to the subsequent purchaser. In the result, the

revision petitions are allowed and the order of the rent control appellate authority is set aside. No costs. The connected miscellaneous petition is

closed.