

VALUATION OF SUIT IN RECOVERY OF RENTS FROM THE TENANT

The Land Lord leased the property to the tenant and the tenant defaulted payment of monthly rents from 1st January, 1999. The tenant has to pay the rent to the plaintiff for the months from 1st January, 1999 to 31-12-2000. Thus, he is liable to pay 24 months rents as on January, 2001. Thus, there is cause of action for the plaintiff to file a suit for 24 months rent as on January, 2001. But, the plaintiff filed the suit in January, 2001 claiming only 12 months rents, though, the defaulted period is 24 months. Under Order (2) Rule (2) C.P.C. every suit shall include the whole of the claims to which the plaintiff is entitled in respect of cause of action and where the plaintiff omits to sue or relinquishes any portion his claim he shall not afterwards be allowed to sue in respect of the claim so, omitted or relinquished.

In the present problem, the cause of action for the 2nd suit claiming another 12 months rent is identical to the cause of action pleaded in the 1st suit. The cause of action for the 1st suit for 12 months and the 2nd suit another 12 months rent is one and same. Thus, the plaintiff having relinquished the claim for 12 months in the previous suit cannot file a 2nd suit.