



WEB COPY

CRP No. 2780 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24-06-2026

CORAM

THE HON'BLE MRS.JUSTICE T.V.THAMILSELVI

**CRP No. 2780 of 2025 and
CMP No. 15713 of 2025**

Adarsh Video Port
Proprietor Mrs. Sunitha Kumari Lodha, No.56/6-A,
Ground Floor, jeermiah Road, vepery,
Chennai-600 007

..Petitioner(s)

Vs

1. Jitendra K.Jain
S/o. Late Kantilal B Jain, Residing at No.1,
Jermiah Road, Vepery, Chennai-600 007
2. Suresh Kumar @ Suresh Rathod
S/o. Late Saremal B.Jain,Residing at No.1,
Jermiah Road, Vepery, Chennai-600 007
3. Godawari Bai
S/o. Mohanlal Jain, Residing at No.1, Jermiah
Road, Vepery, Chennai-600 007

..Respondent(s)

Prayer: This petition is filed under Article 227 of the Constitution of India to set aside the judgment and decree dated 06-02-2025 made in RLTA.No.127/2022 on the file of Learned XVII Additional Judge, City Civil court, Chennai confirming the order of eviction dated 12-09-2022 made in RLTOP.No.626/2021 on the file of Learned XV Judge Small Causes Court, Chennai.



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For Petitioner(s):

MR.SAMIR S.SHAH FOR M/S.SHAH AND
SHAH

For Respondent(s):

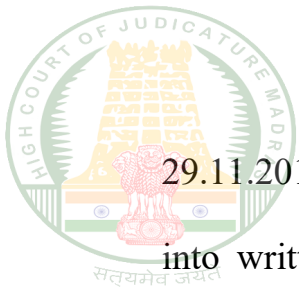
MR.R.MUTHUKUMAR FOR RR1 TO 3

ORDER

This petition is filed to set aside the judgment and decree dated 06.02.2025 made in RLTA.No.127 of 2022 on the file of Learned XVII Additional Judge, City Civil Court, Chennai confirming the order of eviction dated 12-09-2022 made in RLTOP.No.626/2021 on the file of Learned XV Judge Small Causes Court, Chennai.

2. Brief facts of the case is as follows:

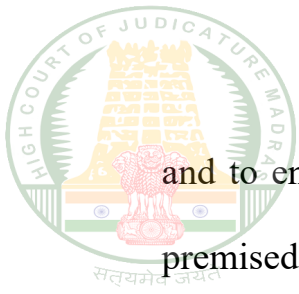
2.1 The petitioner herein is the tenant and the respondents herein are landlords. There is no tenancy agreement between the petitioner/tenant and the respondents/landlords, due to which the respondents called upon the petitioner to entered into written rental agreement with them in respect of the tenancy premises, but the petitioner has not come forward for the same. On 26.11.2019 the respondents issued letter calling upon the petitioner to enter into written rental agreement with enhanced prevailing market monthly rent for a sum of Rs.35,000/- and the said letter was duly received and acknowledged on



29.11.2019 by the petitioner, but she neither replied nor come forward to enter into written agreement. Hence, the respondents/landlords filed a petition u/s 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act in RLTOP No.626 of 2021 before the XV Small Causes Court, Chennai and the same was allowed on 12.09.2022. Challenging the same the petitioners/tenants herein filed RLTA No.127 of 2022 before the XVII Additional Judge, City Civil Court, Chennai and the same was also dismissed on 06.02.2025. Aggrieved over the same the petitioner/tenant has filed the present petition.

3.The learned counsel for Revision Petitioner would submit that the Court below failed to take note of the documents relied on by the revision petitioner. He further submitted that only the respondents are not willing to entered into an rental agreement and register the same. He further submits once the landlord enhances the rent and accepts the same that means the landlord has given away his/her right to invoke the proceedings before the Rent control Court for eviction on the ground of not having executed and registered the agreement. Hence, the findings rendered by the Court below need interference. Therefore, prays to allow this petition.

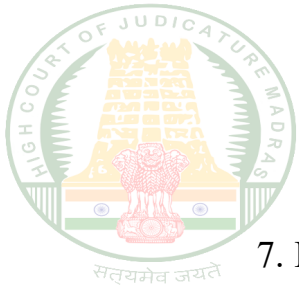
4. The learned counsel for the respondents submits that on several occasions they called upon the petitioner for enhancement of the monthly rent



and to enter into written rental agreement with them in respect of the tenancy premises, but the petitioner has not come forward for the same. Therefore, there is no necessity to interfere with the orders passed by the Court below. Hence, prays to dismiss this petition.

5. Heard both sides and perused the materials available on record.

6. On perusal of records, the fact reveals that the petitioner though stated that she is ready and willing to enter into a new agreement, but the petitioner have not come forward to enter into the same. Furthermore on perusal of the legal notice sent by the petitioner reveals that they are ready to enter into the agreement with the respondent for a monthly rent of Rs.35,000/- for the tenanted premises. But in the reply notice sent by the petitioner, which is filed along with the said interim application, it is stated that she is only ready for rent at Rs.6,661/- Hence, it is proved that even as per Section 8 of Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act also the petitioner was not consented for the rent fixed by the respondent. Therefore, it is made clear that the petitioner failed to enter into new rental agreement with the respondent as the respondents are entitled for repossession as per Section 21(2)(a) of Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act. Therefore, the owner's occupation was rightly considered by the Courts below, which requires no interference.



7. For the foregoing reasons, this Civil Revision Petition is dismissed. No

costs. Consequently, connected civil miscellaneous petitions is closed.

However, three months time is granted to the Revision Petitioner to vacate the premises from the date of receipt of copy of this order.

24-06-2026

Index: Yes/No

Speaking/Non-speaking order

Neutral Citation: Yes/No

SMN

To.

1. Learned XVII Additional Judge, City Civil Court, Chennai

2. Learned XV Judge Small Causes Court, Chennai



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T.V.THAMILSELVI, J.

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