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CRP No. 4449 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 07-08-2026

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THE HON'BLE MR.JUSTICE P.B. BALAJI

CRP No. 4449 of 2026

T.T.Saravanan
S/o Late T.T.Ramalaingam Chettiar,
No.266, Mint Street,
Chennai 3

..Petitioner(s)

Vs

Aravind
S/o Raju,
Vignesh Furniture and Appliances
Door No.15, Royapettah High Road,
Royapettah, Chennai 600 014.

..Respondent(s)

PRAYER: This Civil Revision Petition is filed under Article 227 of the Constitution of India, to set aside the Judgement and Decree in RLTA. No.213 of 2025, on the file of the learned XX Additional Court, City Civil Court, Chennai dated 27.02.206, confirming the fair and decreetal order in RLTOP.No.532 of 2022 on the file of the learned XII Small Causes Court, Chennai Dated 14.02.2024.

For Petitioner(s): Mr.Manoj Sreevalsan

For Respondent(s): Mrs.K.Amudhavalli

ORDER

Heard Mr.Manoj Sreelvalsan, learned counsel for the petitioner and Mrs.K.Amudhavalli, learned counsel for the respondent/Caveator.

2. The petitioner is a landlord of two shops which were originally let out to the mother of the respondent, one Neelayathakshini, in the year 2001. The



said tenant died and the attornment was made in favour of the respondent herein, being the son of the said original tenant, Neelayathakshini.

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3. According to the learned counsel for the petitioner, there has been a failure to enter into a tenancy agreement after the commencement of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (in short 'TNRRLT Act, 2017'). The petitioner filed an eviction petition under Section 21(2)(a) of the TNRRLT Act. The Rent Court as well as the Rent Tribunal have dismissed the Eviction Petition referring to the decision of this Court in *Ramesh Salunkhe Vs Pramila Jain* in *C.R.P. No.1996 of 2021* and *C.M.P. No.15184 of 2021*, where this Court took a view that if the tenant was willing to enter into an agreement, then the landlord cannot invoke Section 21(2)(a) of the TNRRLT Act and alleged that there has been a failure to enter into a tenancy agreement.

4. Mr. Manoj Sreevalsan, learned counsel has relied on a subsequent decision of this Court in *Vijayraj Bhandari vs. Mangi Devi and ors*, reported in *2025 SCCOnLine Mad 2979*, after referring to several decisions that were rendered subsequent to the decision in *Ramesh Salunkhe's* case (supra) and held that even if the tenant was willing to enter into a tenancy agreement, if the Landlord and Tenant do not clinch a tenancy agreement as required under Section 4(2) of the TNRRLT Act, then the Tenant cannot take any leverage contending that he has been ready to enter into an agreement and that it was the Landlord who demanded a fanciful rent, which resulted in failure to enter into a



tenancy agreement. In fact, this decision was taken up to the Supreme Court and affirmed in SLP (C) No 25781/2025. Further, this Court also specifically referred to *Ramesh Salunkhe*'s case (referred herein supra) and distinguished the ratio laid down therein, relying on the Division Bench judgment of this Court upholding the constitutional validity of the legislation. In such view of the matter and the subsequent march of law, both the Rent Court and Tribunal have clearly committed an error in dismissing the eviction application.

5. The learned counsel for the respondent, Mrs.K.Amudhavalli, has also brought to my notice that though the original tenancies were independent and two in numbers and admittedly, under two separate lease agreements dated 27.04.2001 and 29.06.2001, a single RLTOP cannot be maintained. In order to ascertain the maintainability of the single RLTOP, I have heard Mr.Manoj Sreevalsan, who take me through the schedule of property in the RLTOP and also payment of separate Court fee two shops, on the admitted rent of Rs.20,000/-, that is being paid by the respondent/tenant as on date.

6. I find that there is admittedly no lease agreement in favour of the respondent and the respondent continues to be in occupation only on the strength of the original lease in favour of his mother, the original tenant was inducted way back in the year 2001. Today, both shops are under the occupation of the respondent admittedly. Separate Court fee has been paid and two shops portions are also mentioned separately in the schedule of property. Therefore, no prejudice is caused to the respondent in any manner whatsoever.



I am unable to countenance the technical objection taken on the side of the respondent to hold that the RLTOP was not maintainable for the simple reason that in respect of two different shop portions, a single RLTOP has been filed.

7. For all the above reasons, I am inclined to set aside the concurrent findings rendered by the Courts below, viz., the Rent Court as well as the Rent Tribunal and accordingly, this Civil Revision Petition is allowed. However, considering that the respondent has been in occupation for past several years and carrying on business from the said shops, I am inclined to grant time till 31.03.2027, subject to the respondent filing an affidavit of undertaking within a period two weeks.

8. Post the matter on 21.08.2026, for recording the affidavit of undertaking.

07-08-2026

RKP

Index: Yes/No

Speaking Order/Non Speaking Order

Neutral Citation: Yes/No

To

1.The XX Additional Judge,
City Civil Court, Chennai.

2.The XII Judge, XII Small Causes Court,
Chennai.

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