



W.P.No.26344 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 30.09.2022

CORAM

**THE HON'BLE MR.T.RAJA, ACTING CHIEF JUSTICE
and**

THE HON'BLE MR.JUSTICE D.KRISHNAKUMAR

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S.R.Venkatesh

.. Petitioner

-VS-

1. Union of India,
Rep. by the Secretary to the Government,
Ministry of Housing and Urban Affairs,
Department of Housing and Urban Development,
Government of India, New Delhi.
2. The State of Tamil Nadu,
Rep. by the Principal Secretary to the Government,
Department of Housing and Urban Development
(HB4), Fort St. George, Chennai 600 009.
3. The Secretary to Government,
Department of Law and Justice,
Government of Tamil Nadu,
Fort St. George, Chennai 600 009.

4. R.Jayakumar

..Respondents

Petition filed under Article 226 of the Constitution of India
praying for issue of Writ of Declaration declaring the proviso to Section



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4(2) read with Section 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act 2017 as amended by Tamil Nadu Act No.39 of 2018 as unconstitutional and illegal.

For Petitioner : Mr.A.V.Arumugam
For Respondents : Mr.R.Rajesh Vivekananthan
CGSC for R-1
: Mr.P.Muthukumar
State Govt. Pleader
for RR 2 and 3

* * * * *

ORDER

(Order of the Court was made by The Hon'ble Acting Chief Justice)

This writ petition has been filed by one S.R.Venkatesh for issuance of Writ of Declaration to declare the proviso to Section 4(2) read with Section 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act 2017 (in short 'the Act') as amended by Tamil Nadu Act No.39 of 2018 as unconstitutional and illegal.

2. The learned counsel appearing for the petitioner, in support of



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the prayer, pleaded that the petitioner became tenant under the fourth respondent landlord and his father was also a tenant under the same landlord carrying on textile business by paying the rent regularly. When there was no due of rent payable to the landlord, the fourth respondent landlord was all the time having an evil eye on the petitioner to get him evicted from the demised premises. Therefore, the fourth respondent filed eviction petition in R.L.T.O.P.No.525 of 2020 under Section 21(2)(a) of the Act, as amended by Tamil Nadu Act 39 of 2018, on 01.12.2020 before the Rent Court praying for eviction of the petitioner from the demised premises.

3. On the date of filing of the eviction petition, namely, 01.12.2020, the Tamil Nadu Legislative Assembly has brought an amendment to Section 4(2) of the Act under the title of Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Amendment Act, 2020 on 15.02.2020, thereby giving effect from 20.09.2019. Although a detailed reply/objection was filed by the petitioner in the eviction petition and was heavily contested, the eviction petition was allowed by order dated 25.10.2021. Aggrieved thereby, the petitioner filed an appeal in R.L.T.A.No.37 of 2021 on



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10.11.2021 and the said appeal was also dismissed by the Appellate Authority vide order dated 01.07.2022. Since both the Courts below have overlooked the amended provision, the petitioner has been advised to come to this Court.

4. The proviso to Section 4(2) clearly states that where the landlord or tenant fails to enter into an agreement under the sub-section, they shall have the right to apply for termination of the tenancy under clause (a) of sub-section (2) of section 21. Sub-section (2) of Section 4 provides a period of 575 days from the date of commencement of the Act for the landlord and the tenant to enter into an agreement in writing, if there was no prior agreement. Admittedly, in the present case, no agreement was entered into between the petitioner/tenant and the fourth respondent/landlord prior to the Act coming into force, namely 22.02.2019. Therefore, as per the proviso to Section 4(2) of the Act, there is a vested right on the parties either to enter into an agreement within 575 days after the Act coming into force or to terminate the tenancy.



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5. That apart, upon perusal of the orders of the Court below, we do not find any locus standi for the petitioner leave alone justification to come up with this writ petition, for the reason that when admittedly the petitioner was a tenant under the fourth respondent landlord in the premises in question, no written agreement was entered into between them even after 22.02.2019, the date on which the Act came into effect and therefore, the landlord has a vested right to seek for eviction of the tenant under Section 21(2)(a) of the Act. As rightly observed by the Appellate Authority, the failure of non-compliance to enter into a lease agreement either on the part of the tenant or on the part of the landlord has no relevance as the provision itself clearly envisages that the failure could be on either of them. It is also pertinent to note that the Appellate Authority recorded that the landlord issued a letter to the tenant requesting for entering into an agreement, but there was no reply by the tenant and having failed to do so, the tenant was estopped from saying that it was the landlord who has not come forward to enter into a lease agreement. Therefore, the Appellate Authority came to the conclusion that there was no consensus ad idem between the parties in entering into a lease



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agreement. Accordingly, finding no error or illegality in the order of the Rent Court, the Appellate Authority dismissed the appeal confirming the order of eviction. We also find that when the relationship of tenant and landlord has legally come to an end in the absence of any lease agreement between the two even after 22.02.2019 and in view of the vested right on the landlord to seek for eviction of the tenant as per the proviso to Section 4(2) of the Act. We do not find any illegality or infirmity in the orders of the Courts below.

For the foregoing reasons, the Writ Petition fails and the same is dismissed. No costs.

(T.R., ACJ.) (D.K.K, J.)
30.09.2022

Speaking/Non-speaking order

Index : Yes / No
Internet : Yes / No

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To

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Union of India,
Ministry of Housing and Urban Affairs,
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2. The Principal Secretary to the Government,
Govt. of Tamil Nadu,
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T.Raja, ACJ.
and
D.Krishnakumar, J.

(sra)

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