



C.R.P.No.3291 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED:24.11.2022

CORAM:

THE HONOURABLE Mr. JUSTICE S.SOUNTHAR

C.R.P.No.3291 of 2022

M.Durdana

...Petitioner

Versus

Nimba Ram

... Respondent

PRAYER: Civil Revision Petition filed under Article 227 of Constitution of India, pleaded to set aside the fair and decreetal order dated 15.07.2022 passed in RLTOP.Sr.No.3845 of 2022 on the file of the learned X Judge, Small Causes Court, Chennai.

For Petitioner : Mr.L.Dhamodharan

For Respondent : Mr.D.Lingappa

O R D E R

The Civil Revision Petition is filed challenging the order passed by the Rent Court rejecting the petition filed by the petitioner/landlord as not maintainable.



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2. The petitioner/landlord filed the petition for eviction under Section 21 (2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, (herein after called as TNRRRLT Act).

3. According to the petitioner/landlord, there was an unregistered tenancy agreement between the petitioner and the respondent dated 15.04.2016, by which, the property was let out to the respondent for a period of ten years from 01.04.2016. According to the petitioner, the respondent was a chronic defaulter in payment of monthly rent. It was also alleged by the petitioner that after coming into force of the TNRRRLT Act, he issued a notice to the respondent seeking his co-operation for entering into a fresh lease agreement under the TNRRRLT Act, but the respondent evaded his request. The petitioner alleged that the respondent was a wilful defaulter in payment of rent for a period from June 2021 to April 2022, and that the respondent failed to enter into a new agreement as per the TNRRRLT Act. Therefore, the petitioner issued a legal notice dated 18.04.2022 terminating the tenancy and sought for vacant possession of the demised building. On these allegations, the petitioner sought for eviction on the ground of failure to enter into an agreement under the new Act and also for default in payment of rent.



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4. The Rent Court entertained a doubt with regard to maintainability of eviction petition and after hearing the arguments of the learned counsel for the petitioner, dismissed the eviction petition as not maintainable. Aggrieved by the said order, the petitioner is before this Court.

5. The learned counsel for the petitioner by referring to Sections 4 and 4(2) of the TNRRRLT Act, submitted that in spite of issuance of notice by the revision petitioner calling upon the respondent to enter into a fresh lease agreement under the new Act, the respondent/ tenant failed to co-operate and enter into a new agreement. Therefore, as per Section 4(2) of the TNRRRLT Act, the petitioner is entitled to terminate the tenancy and seek eviction under Section 21(2)(a) of the TNRRRLT Act.

6. The learned counsel for the respondent, on the other hand submitted that Section 21(2)(a) of the TNRRRLT Act is applicable only to the case, where there was no agreement in writing between the landlord and tenant. But, in the case on hand, there was an agreement in writing and therefore, Section 4(2) of the TNRRRLT Act cannot be pressed into service by this Court. The learned



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counsel also referred to Section 4(3) of the TNRRRLT Act and submitted that in cases where already there was an agreement between the landlord and tenant, the said agreement has to be registered in accordance with the provisions of the TNRRRLT Act, at the instance of either the landlord or the tenant. In the case on hand, the petitioner / landlord failed to take any steps to register the existing written agreement as per the provision of Section 4(3) of the TNRRRLT Act and hence, the revision petitioner is not entitled to maintain a petition for eviction.

7. Section 4 of the TNRRRLT Act reads as follows:

"4 Tenancy Agreement.--

(1) Notwithstanding anything contained in this Act or any other law for the time being in force, no person shall, after the commencement of this Act, let or take on rent any premises except by an agreement in writing.

(2) Where, in relation to a tenancy created before the commencement of this Act, no agreement in writing was entered into, the landlord and the tenant shall enter into an agreement in writing with regard to that tenancy within a period of five hundred and seventy five days from the date of commencement of this Act.



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Provided that where the landlord or tenant, fails to enter into an agreement under this sub-section, the landlord or tenant shall have the right to apply for termination of the tenancy under clause (a) of sub-section (2) of Section 21.

(3) Every agreement referred to in sub-section (1) and sub-section (2) and any tenancy agreement in writing already entered into before the commencement of this Act, shall be registered with the Rent Authority by the landlord or tenant, by making an application in the Form specified in the First Schedule within such time as may be prescribed.

(4) On receipt of application under sub-section (3), the Rent Authority shall, within a period of thirty days, register the agreement subject to the provisions of this Act and the rules made thereunder, and provide a registration number.

(5) The Rent Authority shall reject the application submitted under Sub-section (3) for reasons to be recorded in writing, if such application does not conform to the provisions of this Act or the rules made thereunder:

Provided that no application shall be rejected unless the parties have been given an opportunity of being heard.

(6) The Rent Authority shall upload the name of the parties, details of the premises and tenure of the tenancy of all tenancies along with the registration number to be provided under sub-section (4), in th form and manner as



may be prescribed, on its website within fifteen days from the date of registration."

8. A harmonious reading of Section 4 of the TNRRRLT Act would suggest that in cases where there is no written agreement between the landlord and tenant, they shall enter into an agreement in writing with regard to that tenancy within a period of 575 days from the date of commencement of the Act. In case of failure to enter into an agreement as per the provisions of the Act within the period prescribed, it is open to the landlord or tenant to terminate the tenancy. It is also open to the landlord to apply for repossession of the building under Section 21(2)(a) of the TNRRRLT Act.

9. The learned counsel for the respondent submitted that in the case on hand, there is an agreement in writing between the landlord and tenant and therefore, the provisions of Section 4(2) of the TNRRRLT Act cannot be pressed into service. The agreement dated 15.04.2016 entered into between the petitioner and the respondent is enclosed in the typed of papers. A bare look at the agreement would suggest that it is a lease agreement for a period of 20 years reduced into writing in a Rs.20 stamp paper. It is an unregistered



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agreement and also insufficiently stamped. Therefore, the agreement dated 15.04.2016 entered into between the petitioner and the respondent cannot be admitted in evidence and it cannot be looked into for any purpose. The expression "agreement in writing" used in Section 4(2) of TNRRRLT Act should be an agreement in the eye of law, capable of being admitted in evidence in the Court of law. In the case on hand, the landlord and tenant entered into an agreement prior to commencement of the Act and the same is inadmissible in evidence for want of registration as well as for insufficient stamp duty. In these circumstances, it cannot be treated as an agreement in writing in the eye of law and also within the meaning of Section 4(2) of the TNRRRLT Act.

10. In the absence of any agreement in writing in the eye of law, the case on hand would be governed by Section 4(2) of TNRRRLT Act. In such cases if the landlord and tenant failed to enter into an agreement within a period of 575 days from the date of commencement of Act necessarily the proviso to the said Section is attracted. Consequently the petitioner is entitled to maintain an application under Section 21(2)(a) of the TNRRRLT Act.



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11. In view of the discussions made above, the impugned order dated 15.07.2022 is set aside and the Civil Revision Petition stands allowed. The Rent Court is directed to number the RLTOP.SR.No.3845 of 2022 and dispose the same in accordance with law. No costs.

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Index: Yes/ No

Speaking Order / Non-Speaking Order

To

The X Judge, Small Causes Court, Chennai.



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S.SOUNTHAR, J.

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