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C.R.P.No.4169 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 16.12.2022

PRONOUNCED ON : 20.12.2022

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THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

C.R.P.No.4169 of 2022

and

C.M.P.Nos.21792 & 21335 of 2022

Mr.Kasi Sha

... Petitioner

Vs.

Mr.S.Ravi Shankar

... Respondent

Prayer: Civil Revision Petition is filed under Article 227 of the Constitution of India, to set aside the fair and final judgement dated 08.11.2022 passed in RLTA No.10 of 2022 by the IV Additional City Civil Court at Chennai, confirming the order passed in RLTOP No.429 of 2021 dated 07.01.2022 by the XV Small Causes Court at Chennai.

For Petitioner

: Mr.G.Vikraman



ORDER

The present Civil Revision Petition has been filed challenging the order and decretal order passed by the Rent Court in RLTOP No.429 of 2021 dated 07.01.2022 and RLTA No.10 of 2022 dated 08.11.2022 by the Appellate Court.

2. The facts in nutshell as narrated by the revision petitioner are that the revision petitioner was the prompt payer of rent and after COVID-19 pandemic, he was unable to pay the monthly rent punctually, due to continuous lock down and loss of income to him. The revision petitioner was unable to open his shop for continuous period of 12 months and he paid a portion of the rental dues.

3. The revision petitioner states that he was willing to enter into an agreement, but the respondent / landlord was adamant and demanded 10 months rental advance, which is contrary to Section 11(1) of the the Tamil Nadu Regulation of Right and Responsibilities of Landlords and Tenants (Amended) Act, 2019. Though the revision petitioner was ready and willing to enter into an agreement and ready to pay the rent to the respondent /



landlord refused to accede to the request of the revision petitioner / tenant and therefore, the petition for eviction is to be rejected.

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4. The respondent / landlord has stated that he is the absolute owner of the entire building. He leased out two shops in the ground floor facing the road. The tenancy agreement was only on oral basis. The rent fixed was Rs.3,000/-. The revision petitioner / tenant was a chronic defaulter in payment of rent right from the inception of the tenancy. The revision petitioner was irregular in payment of monthly rental dues to the respondent / landlord from February 2019 onwards. Whenever there was a demand, only a portion of the rental dues were paid. Therefore, the respondent / landlord did not entered into a rental agreement with the revision petitioner. The landlord called upon the tenant to enter into a regular rental agreement and to pay enhanced rent and such request made by the landlord was not considered by the revision petitioner / tenant. Thus, the respondent issued a legal notice to the revision petitioner with a draft rental agreement and setting out the facts.



5. The Trial Court considered the ground raised by the respondent / landlord under Section 21(2)(a) of the Act, that failure to enter into a tenancy agreement between landlord and the tenant. During the course of oral examination before the Trial Court, the revision petitioner / tenant had categorically admitted that he does not have any written tenancy agreement after commencement of the TNRRRLT Act on 22.02.2019. Thus, the Trial Court arrived a conclusion that the ground raised by the landlord under Section 21(2)(a) of the Act is tenable. The negotiation between the landlord and tenant for entering into an agreement had not resulted in an agreement and therefore, such an exchange of dialogues either orally or through notices would not be of any assistance to the tenant, to claim that he was ready and willing to enter into an agreement in writing. Thus, the Rent Court considered the petition filed by the landlord under Section 21(2)(a) read with section 4(2) of the TNRRRLT Act, 2017 and formed an opinion that the respondent / landlord is entitled for the relief.

6. Considering all these factors, the Appellate Court also arrived a conclusion that the Rent Court had correctly allowed the petition under



Section 21(2)(a) of the Act. Since under Section 36 of the Act, the powers are granted to the Rent Court to regulate its own procedure. In the present case, both the Rent Court and the Appellate Court complied the rules of natural justice, which would be sufficient to complete the summary proceedings contemplated under the provisions of the TNRRRLT Act.

7. It is relevant to refer Section 4(2) of the TNRRRLT Act, which reads as under:

“4. (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:

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



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to apply for termination of the tenancy under clause (a) of sub-section (2) of section 21.”

8. Correspondingly Section 21(2)(a) of the TNRRRLT Act, sets out its legal course as under:

“(2) The rent court may, on an application made to it in the manner as may be prescribed, make an order for the recovery of possession of the premises on one or more of the following grounds namely:

(a) that the landlord and tenant have failed to enter into an agreement under sub-section of section 4;”

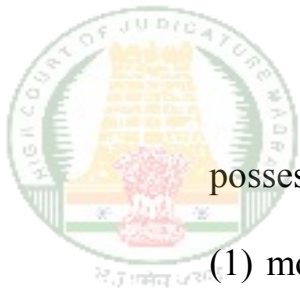
9. Combined reading of the above provisions would clarify that even if there was no agreement between the tenant and landlord prior to the implementation of the TNRRRLT Act, the landlord and tenant shall enter into an agreement in writing with regard to the tenancy within a period of 575 days from the date of commencement of the TNRRRLT Act. If no



agreement was entered into between the landlord and tenant, either of them shall have the right to apply for termination of the tenancy under Clause (a) of Sub-Section (2) of Section 21. Therefore, there is no impediment for the landlord to file a petition on the ground that no tenancy agreement was in existence and after the date of commencement of the TNRRRLT Act, no agreement was entered into between the landlord and the tenant in writing.

10. In either of the circumstances, Section 4(2) of the Act would apply and in the present case, admittedly, no tenancy agreement was entered into between the revision petitioner and respondent, after the commencement of the Act and within a period of 575 days. Thus, this Court do not find any infirmity in respect of the fair and decretal orders passed both by the Rent Court and the Appellate Court.

11. Considering the findings of the Rent Court and the Appellate Court, this Court has no hesitation in arriving a conclusion that the grounds raised in the present Civil Revision Petition are untenable and consequently, the Civil Revision Petition in C.R.P.No.4169 of 2022 stand dismissed and the revision petitioner is directed to vacate the premises and hand over the



possession of the Subject Property to the respondent, within a period of one (1) month from the date of receipt of a copy of this order. However, there shall be no order as to costs. Consequently, the connected Miscellaneous Petitions are closed.

20.12.2022

Jeni
Index : Yes / No
Speaking order / Non-speaking order

To

- 1.The Judge,
VI Additional City Civil Court,
Chennai.
- 2.The Judge,
XV Small Causes Court,
Chennai.



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S.M.SUBRAMANIAM, J.

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