



CRP.No.746 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 30.10.2023

CORAM :

THE HONOURABLE MRS. JUSTICE T.V. THAMILSELVI

C.R.P.No.746 of 2023
and C.M.P.No.5727 of 2023

K.Ramamurthy

... Petitioner

Vs.

C.Umamaheswari

... Respondent

PRAYER: Civil Revision Petition filed Under Article 227 of Constitution of India, praying to set aside the order dated 17.08.2022 in RLTA.No.17 of 2022 on the file of the Rent Tribunal (VII Additional Judge, City Civil Court, Chennai) confirming the order dated 12.01.2022 in RLTOP.No.80 of 2021 on the file of XII Judge, Small Causes Court, Chennai.

For Petitioner : Mr.V.Subramani

For Respondent : Mr.A.Thiyagarajan, Senior Counsel
for M/s.A.Vinu pradha



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ORDER

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The petitioner has filed this petition to set aside the order dated 17.08.2022 in RLTA.No.17 of 2022 on the file of the Rent Tribunal (VII Additional Judge, City Civil Court, Chennai) confirming the order dated 12.01.2022 in RLTOP.No.80 of 2021 on the file of XII Judge, Small Causes Court, Chennai.

2. Before the trial Court the applicant has filed a petition RLTOP.No.80 of 2021 under Section 21(2)(a) and 21(2)(d) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 42 of 2017 (TNRRLT Act), for repossession of the tenanted premises on the ground of failure to enter into an agreement in writing pertaining to the tenancy as per Section 4(2) of the Act, sublet and misuse of premises. The applicant is the absolute owner of the property and premises bearing Shop No.G-7, Uma Complex, Old No.19 & 20, New No.36, Natesan Street, T.Nagar, Chennai-600 017. The respondent was inducted as a tenant under a tenancy agreement dated 05.02.2014 and paid a sum of Rs.50,000/- as an interest free security deposit along with a monthly rent of Rs.7,500/-. The



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applicant again entered into a new tenancy agreement, which commenced from 01.09.2016 with a monthly rent of Rs.9,000/- and ended on 31.07.2017. The respondent has sub-let the schedule property to one Selvam S/o.Periyasamy by collecting a sum of Rs.5,00,000/- as advance along with a monthly rent of Rs.23,000/-. The applicant sent a legal notice dated 15.09.2018 calling upon the respondent to vacate and handed over the suit scheduled property. The respondent initiated a suit for permanent injunction against the applicant in O.S.No.4407 of 2018 on the file of the XIV Assistant City Civil Court, Chennai and the same is pending. There is no written tenancy agreement entered into between the applicant and the respondent after the expiry of tenancy agreement dated 01.09.2016. The respondent continued to misuse the schedule property even after receipt of the notice. On hearing both sides, the learned trial Judge held that directing the respondent to vacate and handover the possession within a month.

3. Aggrieved the same the tenant / respondent has filed RLTA.No.17 of 2022 on the file of the VII Additional City Civil Court, Chennai and the same was dismissed by the learned trial Judge and confirmed the order



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dated 12.01.2022 in RLTOP.No.80 of 2021.Challenging the same the revision petitioner / tenant has filed this revision.

4. The learned counsel for the petitioner submitted that, main objection of the petitioner is that there is no jural relationship between the landlord and the tenant, for the reason after expired of the lease agreement the agreement was not renewed. The learned trial Judge passed an order in favour of the landlord is totally unfair and liable to be set aside. The respondent has straight away invoked the provision without issuing a notice of termination of the tenancy according to law in terms of Section 106 of Transfer of Property Act.

5. By way of reply, the learned counsel for the landlord / respondent submitted for eviction on the ground of no written tenancy agreement under Section 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 and on the ground that the respondent continued to misuse the property even after the receipt of notice from the petitioner under Section 21(2)(d) of the TNRRRLT Act. He



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further submitted that with an intention to grab the property, the respondent impersonated himself as the owner of the property, thereby collecting an exorbitant rent of Rs.23,000/- by sub-letting and collected huge amount of Rs.5,00,000/- thereby made wrongful gain by using the property and the respondent misused the property is absolutely false. Further contended that the respondent continued to stay in the property as a mere trespasser and as a tenant by sufferance bound to vacate the premises after the expiry of the tenancy agreement and for misusing the schedule property.

6. Considering the entire facts and circumstances and that there is no jural relationship between the landlord and tenant and there is no agreement as on date, the findings rendered by the trial court is valid one, which needs no interference by this Court.

7. Accordingly, this Civil Revision Petition is dismissed. Consequently connected Miscellaneous petition is closed. No costs.



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8. However, the petitioner is directed to vacate the premises and hand over the same to the respondent within a period of six months from the date of this Order, failing which landlord to execute the order directly through EP proceedings.

30.10.2023

Index : Yes/No
Speaking/Non Speaking order
Neutral Citation: Yes/No

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To

- 1.The VII Additional Judge, City Civil Court, Chennai.
2. The XII Judge, Small Causes Court, Chennai.
- 3.The Section Officer,
VR-Section, High Court of Madras.



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T.V.THAMILSELVI, J.

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