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C.R.P.No.84 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 02.02.2023

CORAM

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

C.R.P.No.84 of 2023

1.R.Jayalakshmi
2.R.Chandrasekaran

... Petitioners

Vs.

Mr.S.Kumaresan

... Respondent

Prayer: Civil Revision Petition is filed under Article 227 of the Constitution of India, to set aside the order of the Principal District Munsif, Erode dated 23.08.2022, returning the unnumbered RLTOP bearing CFR.No.2798 of 2022 (F.No.346 of 2022).

For Petitioners

: Mr.T.Gowthaman

For Mr.U.Gokulakrishnan

ORDER

The Civil Revision Petition is filed to set aside the order passed by the Principal District Munsif, Erode dated 23.08.2022, returning the unnumbered R.L.T.O.P bearing C.F.R.No.2798 of 2022 (F.No.346 of 2022).



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2. The revision petitioner is the landlord, who instituted eviction proceedings under Section 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, on the ground that no agreement exists between the landlord and tenant. Thus, the respondent / tenant is liable to be evicted.

3. The Rent Court returned the petition on the ground that the revision petitioner / landlord had permitted the respondent to occupy the premises owned by revision petitioner / landlord, after the enforcement of Tamil Nadu Act, 42 of 2017 and thus, the tenancy agreement in writing is mandatory under Section 4 of the Act, which is admittedly not available in the petition.

4. The learned Senior Counsel appearing on behalf of the revision petitioner / landlord contended that though the landlord is willing to enter into a written agreement, the respondent / tenant was not willing to enter into a written agreement and thus, the petition is entertainable.

5. This Court is of the considered opinion that the circumstances, as



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narrated would be insufficient for the purpose of complying with Section 4(1) of the New Act. In either of the case, where a landlord refusing to enter into written agreement or a tenant is not interested in written agreement, the fact remains that there is no written agreement in consonance with Section 4(1) of the Act.

6. Thus, either of the circumstances would not make any difference on the facts and thus, the provisions of the Act *stricto sensu* must be adopted for the purpose of entertaining a petition under Tamil Nadu Act, 42 of 2017.

7. Let us consider the scope of the Act, in respect of the oral tenancy agreement between the landlord and tenant, after the enforcement of the Tamil Nadu Act, 42 of 2017 with effect from 06.12.2019.

8. Section 4(1) of the Tamil Nadu Act, 42 of 2017 contemplates that “no person shall, after the commencement of this Act, let or take on rent any premises except by an agreement in writing”.

9. The language employed in the provision is “shall”. There is no



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scope for any other interpretation except by arriving at a conclusion that entering into a written agreement for tenancyship is mandatory under the provisions of the act for the purpose of entertaining a petition under Tamil Nadu Act, 42 of 2017.

10. In the absence of any written tenancyship agreement between the landlord and the tenant and if the tenancy continued based on the oral understanding or agreement, then the parties are at liberty to avail the common law remedy under the general Law. The Tamil Nadu Act, 42 of 2017 is a Special Act enacted and objected for speedy reliefs to the landlord and tenant in respect of the written tenancy agreements between the parties.

11. The scope of the Special Act cannot be expanded for the purpose of including the oral understanding between the parties, which would not only defeat the purpose of the Act but also dilute the spirit of the enactment, which was enacted providing speedy remedy through summary proceedings to the landlord and tenant.

12. Importantly, the purpose and object of the Act is to regulate the



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tenancyship and bring the parties under the statutory provisions, enabling them to resolve their disputes in a speedy manner and more so, to eradicate the exploitations or otherwise in the matter of landlord and tenant relationship.

13. In the present case, as per the revision petitioner, the petitioner / landlord had permitted the respondent / tenant to occupy the premises on 05.03.2020, after the commencement of Tamil Nadu Act, 42 of 2017. Thus, for the purpose of filing a petition under the provisions of the New Act, there must be a written tenancy agreement in force and in the absence of any such written tenancy agreement in writing in between the landlord and the tenant in compliance with Section 4(1) of the Act, no petition is entertainable and thus, the petitioner is at liberty to approach the Competent Court for the purpose of seeking appropriate relief.

14. Therefore, this Court do not find any infirmity with reference to the docket order impugned, and the order was passed in compliance with Section 4(1) of the Act and therefore, the docket order dated 23.08.2022 stands confirmed and consequently, the Civil Revision Petition in



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C.R.P.No.84 of 2023 stands dismissed. No costs.

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Index : Yes

Speaking order

Neutral Citation : Yes

To

The Judge,
Principal District Munsif,
Erode.



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S.M.SUBRAMANIAM, J.

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