



WEB COPY



CRP No.3608 of 2023
and CMP.No.22587 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :04.10.2023

CORAM :

THE HONOURABLE MRS. JUSTICE T.V. THAMILSELVI

C.R.P.No.3608 of 2023
and
C.M.P.No.22587 of 2023

M.V.Prakash

... Petitioner

Versus

S.Anantharam

...Respondent

Civil Revision Petition filed Under Article 227 of Constitution of India, praying to set aside the fair and decreetal order passed by the learned rent Court and first Additional District Munsif, Coimbatore in I.A.No.2 of 2022 in RLTOP.NO.6 of 2022 dated 19.06.2023.

For Petitioner : Mr. N. Vignesh

ORDER

The petitioner has filed this petition to set aside the fair and decreetal order passed by the learned Rent Controller and First Additional District



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Munsif, Coimbatore in I.A.No.2 of 2022 in RLTOP.NO.6 of 2022 dated 19.06.2023.

2. The learned counsel for the revision petitioner submitted that before the learned I Additional District Munsiff, Coimbatore, the petitioner has filed an I.A.No.2 of 2022 in RLTOP.NO.6 of 2022, in order to re-open the case and to cross-examine the landlord / respondent, in respect of the terms of the lease agreement. The said application was strongly contested by the landlord / respondent stating that the proceedings are only permitted as per the new Act under Section 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, (TNRRLTA) 2017. Moreover, based on the orders passed by this Court in "CRP(PD) No.2532 of 2021 and CRP.NPD.Nos2372 & 2373 of 2021 and CMP.Nos.18968 of 2021, 18044 of 2021 & 18046 of 2021 & 18046 of 2021" without knowing the description of rent agreement, it is not permissible to allow the witnesses for cross-examination.

3. Considering the submission made by both side counsels, the Rent Controller held that there is no necessity for cross-examination of the witnesses / landlord as prayed by the tenant. Accordingly, the application was



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dismissed. Challenging the said order, the revision petitioner has filed this revision.

4. On a perusal of the record, it is revealed that before initiating RLTOP proceedings the landlord through his power agent had issued a letter dated 23.09.2019 calling upon the petitioner / tenant to furnish the particulars and documents for entering into an agreement and for registering the same. Thereafter, on 30.12.2019, he requested the petitioner to enter into a lease agreement for the property as per the Act and to pay a monthly rent of Rs.15,000/- for each shop and an additional interest free security deposit of Rs.1,70,000/- for all the four shops. But the petitioner through his advocate had issued an untenable reply stating that there was no necessity to enter into registered rental agreement. Thereafter, RCOP was filed by the landlord, for eviction and delivery of possession under Section 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017. So the conduct of the tenant shows that he is not inclined to enter into lease a agreement as per new Act. Hence, the learned trial Judge rightly concluded that the petitioner is not entitled to cross-examine the witnesses / landlord, which needs no interference by this Court.



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T.V.THAMILSELVI, J.

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5. Accordingly, this Civil Revision Petition is dismissed as devoid of merits. Consequently, connected miscellaneous petition is closed. No Costs.

04.10.2023

Index : Yes/No
Speaking/Non Speaking order

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To

1. The Rent Controller, First Additional District Munsiff,
Coimbatore.

2. The Section Officer,
VR-Section, High Court of Madras.

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