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C.R.P.No.98 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 12.01.2023

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THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

C.R.P.No.98 of 2023

and

C.M.P.No.763 of 2023

Mr.Santhanakrishnan

... Petitioner

Vs.

Mr.R.Venkataraman

... Respondent

Prayer: Civil Revision Petition is filed under Article 227 of the Constitution of India, to set aside the order and decretal order dated 16.09.2022 passed in R.L.T.A.No.24 of 2021 passed by VII Additional City Civil Court, Chennai which confirms the order dated 05.07.2021 R.L.T.O.P.No.96 of 2019 passed by XIV Small Causes Court.

For Petitioner : Mr.V.Manisekaran

For Respondent : Mr.S.Ramesh



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ORDER

The Civil Revision Petition has been filed against the order and decretal order dated 16.09.2022 in R.L.T.ANo.24 of 2021 confirming the order dated 05.07.2021 passed in R.L.T.O.P.No.96 of 2019.

2. The petitioner is the tenant and the respondent is the landlord. The respondent / landlord entered into a lease agreement on 24.03.2017 with M/s.Arul Groups Property Management and Arrangement Services Company. There is a clause in the agreement that the sub-tenancy by the company will not be binding on the landlord / respondent. In December 2018 one Mr.B.Arivunambi, Director of the said M/s.Arul Groups Property Management and Arrangement Services Company was arrested for cheating several persons. Thereafter, the revision petitioner herein approached the landlord for entering into a fresh tenancy agreement and accordingly, an agreement for 11 months was agreed from 01.01.2019 for the rent at the rate of Rs.18,000/- per month without any fixed deposit. Subsequently, the agreement was not renewed and became expired. The respondent filed R.L.T.O.P.No.96 of 2019 seeking eviction on the ground that there is no agreement and the revision petitioner committed default in payment of rent.



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3. The revision petitioner admitted the fact that he had been inducted as a lessee in the premises by the landlord's agent Mr.B.Arivunambi and he had remitted a sum of Rs.12,50,000/- as lease amount, which would be payable on the date of vacating the premises. The lease deed was extended by Mr.B.Arivunambi for 3 years from 01.02.2017. The revision petitioner contended that he was not aware of the agreement between the landlord and Mr.B.Arivunambi. However, subsequently, the revision petitioner / tenant entered into an agreement with the respondent / landlord for monthly rent of Rs.18,000/-.

4. Admittedly, the lease agreement expired and not renewed between the parties. The learned counsel for the petitioner mainly contended that the respondent / landlord has not paid the lease amount of Rs.12,50,000/- to the petitioner / tenant, which was received by his agent Mr.B.Arivunambi and therefore, the petitioner would not be able to take a decision for vacating the premises. Thus, the petitioner is not liable to vacate, as the respondent / landlord not complied with his obligations to refund the deposits.



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5. The Rent Court framed three issues, which reads as under:

- (1) Whether there exists jural relationship between the petitioner and the respondent or not?
- (2) Whether this petition is to be allowed on the ground of failure to enter into agreement or not?
- (3) Whether this petition is to be allowed on the ground of willful default or not?

6. The Rent court with reference to the jural relationship made a finding that the revision petitioner / tenant had paid rent from the month of January 2019 to the respondent / landlord, which was proved through Ex.P1 and Ex.P2. Thus, an oral agreement between the petitioner and the respondent existed and the tenancy was also admitted by the revision petitioner in his counter. Thus, the jural relationship between the petitioner and the respondent as tenant and landlord was established.

7. Regarding the failure on the part of the landlord and tenant to enter into an agreement under Section 4(2) of the New Act, the Rent Court found that the landlord and tenant failed to enter into a tenancy agreement. While so, either the landlord or the tenant can approach the Rent Court for eviction / termination of tenancy on the sole ground under Section 21(2)(a) of the



Tamil Nadu Regulations of Rights and Responsibilities of Landlords and
Tenants (TNRRLT) Act, 2017.

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8. In the present case, there is no tenancy agreement, which was registered with the Rent Authority as mandated under Section 4 of the Act. Therefore, the Rent Court considered the applications filed by the landlord under Section 21(2)(a) of the TNRRLT Act, 2017 and ordered for an eviction on the ground that the landlord and tenant failed to enter into an agreement, which is to be registered under the Rent Authority as mandated under Section 4 of the New Act. In respect of the ground raised by the landlord under Section 21(2)(b) of the Act, it was rejected. The revision petitioner / tenant was directed to vacate and hand over the vacant possession of the subject premises to the respondent / landlord, within a period of two months from 05.07.2021 i.e., the date of the order.

9. The revision petitioner preferred an appeal in R.L.T.A.No.24 of 2021 and the Rent Tribunal adjudicated the grounds raised by the Appellant and the respondent. The Rent Tribunal also considered on the ground that the revision petitioner / tenant is liable to vacated the subject premises under



Section 21(2)(a) of the TNRRRLT Act, 2017, as rightly ordered by the Rent Court. The Appellate Court, accordingly dismissed the appeal filed by the revision petitioner.

10. The learned counsel for the petitioner contended that as per Ex.P1 document, the landlord had entered into a lease agreement with M/s.Arul Group Property Management and Arrangement Services Company and as per the conditions, the said company can sublet the subject premises to the third party. The revision petitioner entered into a lease agreement with Mr.B.Arivunambi and paid a sum of Rs.12,50,000/- and the said amount has not been returned to the revision petitioner by the respondent / landlord after the arrest of the Mr.B.Arivunambi. In order to adjust the said amount, the revision petitioner has not paid the rent.

11. In the context of the said submission, it is relevant to consider the rent agreement between the landlord and M/s.Arul Group Property Management and Arrangement Services Company dated 24.03.2017. Clause 11 stipulates that *“The lessee shall have the right to sublet the property. However, it is made clear between the parties that the LESSOR is not*



*bound by the terms of agreement between the LESSOR and the sub tenant,
is any”.*

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12. In respect of the said condition, the revision petitioner entered into an agreement of lease with the said company. However, the fact remains that the Mr.B.Arivunambi, the Director of the company was arrested for cheating many persons. Thereafter, the revision petitioner / tenant directly negotiated with the respondent / landlord and pertinently a fresh tenancy agreement from 01.01.2019 for a period of 11 months for the rent at Rs.18,000/- per month without any fixed deposit was entered into. The rent from January, February and March 2019 were paid and the landlord acknowledged the receipts of the rent for January 2019. The rent for the month of February and March were remitted through bank transfer by the tenant. However, the revision petitioner / tenant has not come forward for execution and registration of lease deed, which resulted in issuance of Statutory notice. The agreement between the respondent / landlord and M/s.Arul Group Property Management and Arrangement Services Company provides that the landlord would not be bound by the terms of agreement between the said company represented by



Mr.B.Arivunambi and the sub tenant, if any. Therefore, the respondent / landlord is not bound by the agreement between the revision petitioner / tenant and M/s.Arul Group Property Management and Arrangement Services Company represented by Mr.B.Arivunambi.

13. Considering these facts, the Rent Court allowed the the eviction application under Section 21(2)(a) of the Act. The Rent Tribunal also considered the grounds raised by the petitioner and dismissed the appeal by confirming the order passed by the Rent Court.

14. Thus, this Court do not find any infirmity in respect of the order of eviction passed by the Rent Court, which was confirmed by the Rent Tribunal in appeal. The revision petitioner has not established that a written agreement was entered into between the landlord and the tenant, which is registered as mandated under Section 4 of the TNRRRLT Act, 2017 and thus, this Court is not inclined to entertain this civil revision petition.

15. Accordingly, the order and decreetal order dated 16.09.2022 passed in R.L.T.A.No.24 oh 2021 confirming the order dated 05.07.2021



passed in R.L.T.O.P.No96 of 2019 stands confirmed and consequently, this Civil Revision Petition in C.R.P.No.98 of 2023 is dismissed. No costs. Connected Miscellaneous Petition is closed.

16. The revision petitioner / tenant is directed to vacate the subject premises and hand over the vacant possession to the respondent / landlord on or before 28.02.2023.

12.01.2023

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Index : Yes

Neutral Citation : Yes

Speaking order

To

1.The Judge,
VII Additional City Court,
Chennai.

2.The Judge,
XIV Small Causes Court,
Chennai.



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S.M.SUBRAMANIAM, J.

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