



C.R.P.(MD).No.2055 of 2023

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

Orders Reserved on	17.08.2023
Orders Pronounced on	21.12.2023

CORAM

THE HON'BLE MRS. JUSTICE K.GOVINDARAJAN THILAKAVADI

C.R.P.(MD) No.2055 of 2023
and
C.M.P(MD)No.10297 of 2023

Kumaran Silks a Firm
Represented by its partner
Sri D.K.Sridharan

... Revision Petitioner

Versus

S.L.Babulal

... Respondent

Prayer : The Civil Revision Petition is filed under Article 227 of Constitution of India, to set aside the decretal order, dated 22.06.2020 passed in R.L.T.O.P.No.46 of 2019 on the file of the Principal District Munsif Madurai and confirming decretal order dated 23.06.2023 passed in C.M.A.No.64 of 2021 on the file of VI Additional District Court Madurai.



WEB COPY



C.R.P.(MD).No.2055 of 2023

For Revision Petitioner : Mr.T.M.Lankaram

For Respondent : Mr.M.Rajaraman

ORDER

This Civil Revision Petition is preferred against the order dated 22.06.2020 passed in R.L.T.O.P.No.46 of 2019 on the file of the Principal District Munsif, Madurai, confirming decreetal order dated 23.06.2023 passed in C.M.A.No.64 of 2021 on the file of VI Additional District Court Madurai.

2. The petitioner is the tenant in the demised premises. Originally, the tenancy agreement was entered between the petitioner's brother namely D.K Hari, one of the partners of Kumaran Silks as Tenant and NN Lakshmanyier, father of the above named Respondent as landlord. After that the tenancy continued as per the oral agreement between the petitioner and the respondent. The landlord demanded huge rent and deliberately avoided to receive the rent from February 2019. To his shock the tenant received lawyer's notice from the landlord on 04-06-2019 stating that he has not paid



C.R.P.(MD).No.2055 of 2023

the rent of Rs 36,000/- per month from February 2019 to May 2019 and need the building for landlord's own use for his business. In view of the above conduct of the landlord, he was not inclined to extend the tenancy any further execute any new tenancy agreement with the petitioner as per the Tamil Nadu Regulations of Rights and Responsibilities of Landlord and Tenants Act, 2017 Hence the landlord said that the tenancy is hereby terminated.

3. The revision petitioner further submits that he had sent a detailed reply notice, denying the contentions made by the respondent and enclosed cheques towards rent for March, April and May 2019 on 10-06-2019 and the rent for the month of February was already paid. The landlord filed the Eviction Petition against the petitioner before the Principal District Munsif Court, Madurai under Section 21 (2)(a), 21(2)(c) & 21(2)(g) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 on 10-06-2019 which was numbered as RLTOP No. 46 of 2019, that is 7 days from the date of notice sent by landlord and before receiving the reply from the tenant as per the said Act, without giving 30 day's chance to the tenant to reply and within 575 days of the commencement of the



C.R.P.(MD).No.2055 of 2023

Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 as required by the New Act.

4. The respondent/landlord is not doing any business at the time of filling Eviction petition. Moreover, the landlord is a Green card holder and used to stay in USA for many days. His intention is to evict the petitioner/Tenant by stating false allegations.

5. Before the court below, the landlord was examined as PW.1 and in the cross examination he admitted that there was no arrears of Rent and also not established his bonafide requirement of the building for his own business. The Eviction order was passed only on the ground of non execution of the lease agreement between the landlord and tenant, as per the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 on 22-06-2020. The Eviction was passed erroneously under Sec 21(2)(a) of the said act. No Eviction order was passed on the other two grounds, under Sec 21(2) (b) & 21(2)(g).

6. Aggrieved by this, the petitioner preferred the appeal before the Principle District Court, Madurai challenging the eviction order passed by



C.R.P.(MD).No.2055 of 2023

the Principal District Munsif, Madurai in RLTOP 46 of 2019 on 21-10-2021 and the same was numbered as CM.A. No. 64 of 202, which was transferred to VI Additional District Court Madurai for further proceedings and the petitioner also filed stay petition before the VI Additional District Court Madurai on 20-01-2022 to stay all the further proceedings till the disposal of the appeal and for setting aside the order of eviction in RLTOP 46 of 2019 dated 22-06-2020, which was numbered as IA No 73 of 2022. Meanwhile the Respondent/Landlord filed the execution Petition against the petitioner before the Additional District Munsif Court, Madurai against the decreetal order in RLTOP 46 of 2019 on 10-02-2021, which was numbered as E.P. No. 31 of 2021.

7. The revision petitioner would submit that the appeal in C.M.A.No. 64 of 2021 was taken on file for final hearing on 14-06-2023 in VI Additional District Court, Madurai and was erroneously dismissed on 23-06-2023 confirming the Order passed by the learned Principal Rent Controller/ Principal District Munsif, Madurai Town in R.L.T.O.P.No. 46 of 2019, dated 22-06-2020.

8. The learned counsel for the petitioner would submit that, the



C.R.P.(MD).No.2055 of 2023

appeal in CM.A No. 64 of 2021 filed against the RLTOP No. 46 of 2019 ought to have succeeded, but the learned VI Addition District Judge, Madurai dismissed the same by getting confused over new Rent Control Act namely the "Tamilnadu Regulations of Rights and Responsibilities of Landlord and Tenants Act, 2017 i.e is under section Sec 4(2), and Sec 21 (2)(a) & Sec 21 (2)(b). Meanwhile the Respondent/Landlord filed EP. No. 31 of 2021 to execute the decree in RLTOP No. 46 of 2019 and was pressing for delivery.

9. The learned counsel appearing for the petitioner would submit that since the tenancy agreement can be executed within 575 days from the date of commencement of the said Act and the Eviction petition filed by the Landlord within 575 days, ought to have been dismissed by the Courts below as premature petition. However, the learned Rent Controller and the Appellate Court had erroneously ordered eviction, which is liable to be set aside. To support his contention, he has relied upon the decision case reported in **2022 (1) LW 481**.

10. On the other hand, the learned counsel appearing for the respondent/landlord contended that the trial Court, on proper appreciation



C.R.P.(MD).No.2055 of 2023

of the provision under the said TNRRRLT Act rightly came to the conclusion that, in case of failure of the landlord and tenant from entering into new agreement as contemplated under Section 42 of TNRRRLT Act, the landlord is entitled to seek repossession of the demised premises under Section 212 (A) of TNRRRLT Act. He further contended that the period of 575 days would start from the date of the commencement of the New Act.

11. In this case, there was a rental agreement between the tenant and the Landlord on 06.11.1982. The eviction petition was filed by the respondent/landlord on 10.06.2021, that is after expiry of 575 days from execution of the written tenancy agreement. The learned counsel for the respondent further submitted that after coming into force of TNRRRLT Act, he sent communication on 08.07.2019 to the petitioner asking him to enter into a rental agreement. Even after reply dated 19.07.2019, the petitioner/tenant did not come forward to enter into a lease agreement. Hence, the respondent/Landlord was constrained to file the above petition even for eviction. He further submitted that conjoint reading of Section 42 read with 21 clause 2 Sub clause A of TNRRRLT Act, 2017, it would suggest that, if the parties failed to enter into the written agreement within a



C.R.P.(MD).No.2055 of 2023

period of 575 days from the date of commencement of Act, either parties are at liberty to terminate the tenancy and move eviction petition under Section 21 (2) (A) of TNRRRLT Act. Therefore, the date on which the new Act came into force and not the date on which the amended Act came into force has to be taken into consideration. Hence, the contention of the petitioner that the petition filed by the landlord is premature is unsustainable. Hence, the revision petition filed by the petitioner/tenant is devoid of merits and it is liable to be dismissed. To support his contentions, he has relied upon the following decision cases reported in **MANU TN 0343 2022**

12. Heard on Both sides and records perused.

13. Admittedly, no tenancy agreement was entered into between the parties, after TNRRRLT Act came into force. This entitles the landlord to seek repossession of the demised premises by filing an application under Section 21 (2) A of TNRRRLT Act. As far as the contention of the learned counsel for the petitioner is concerned, he has got 575 days from the date on which Tamil Nadu (Amendment) Act 3 of 2020 came into force i.e., on



C.R.P.(MD).No.2055 of 2023

20.09.90. The Section 4(2) of TNRRRLT Act in unambiguous terms declares that, wherein in relation to tenancy created before the commencement of the Act, if no written agreement was entered into with regard to that tenancy, the landlord or tenant shall enter into an written agreement within a period of 575 days from the date of commencement of the said Act. As it is observed in the order passed in CRP No.3031 of 2022 by this Court , that the Legislature wanted to give 575 days from the date of coming into force of the Act 3 of 2020, it would have specifically amended relevant portion to that effect. Hence, on a reading of Section 42 of TNRRRLT Act would make it clear that the grace period of 575 days has to be calculated from the date of commencement of the Act and not from the date on which the grace period was enhanced from 210 days to 507 days by the amended Act. Therefore, the contention made by the learned counsel for the petitioner that, he is entitled to 575 days from the date on which amending Act came into force cannot be accepted and it is unsustainable.

14. In view of the discussion made above, no infirmity is found in the orders passed by the Courts below. Since the Landlord and Tenant has failed to enter into new agreement as contemplated under Section 4 (2) of



C.R.P.(MD).No.2055 of 2023

TNRRRLT Act, the landlord is entitled to seek re possession of the demised premises under Section 21(2) A of TNRRRLT Act. Therefore, the impugned orders passed by the Courts below are confirmed.

15. Accordingly, this Civil Revision Petition stands dismissed. No Costs. Consequently, connected miscellaneous petition is closed.

21.12.2023

vsn

Index:Yes/No

Speaking Order : Yes/No

Neutral Citation : Yes/No

To

- 1.The VI Additional District Judge, Madurai.
- 2.The Principal District Munsif, Madurai



WEB COPY



C.R.P.(MD).No.2055 of 2023

K.GOVINDARAJAN THILAKAVADI,J.

vsn

ORDER MADE IN

C.R.P.(MD) No.2055 of 2023
and
C.M.P(MD)No.10297 of 2023

21 .12.2023