



C.R.P.No.1940 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 16.07.2024
PRONOUNCED ON : 06.12.2024

CORAM

THE HONOURABLE MR.JUSTICE M.NIRMAL KUMAR

C.R.P.No.1940 of 2024
and
C.M.P. No.10242 of 2024

K.Shobana ... Petitioner / Appellant / Respondent

Vs.

G.V.Babu Vandaiyar ... Respondent / Respondent / Petitioner

PRAYER: Civil Revision Petition filed under Article 227 of Constitution of India, to set aside the order of the Appellate Authority, dated 0301.2024 in R.L.T.A.No.91 of 2023, on the file of the XXII Additional City Civil Court, Allikulam, Chennai, confirming the order of eviction made in R.L.T.O.P.No.371 of 2022, dated 17.12.2023, on the file of the XVI Judge Small Causes Court, Chennai.

For Petitioner : Mr.P.Sidharthan

For Respondent : Mr.P.Vasanth



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ORDER

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Challenging the order of the Appellate Authority, dated 0301.2024 in R.L.T.A.No.91 of 2023, on the file of the XXII Additional City Civil Court, Allikulam, Chennai, confirming the order of eviction made in R.L.T.O.P.No.371 of 2022, dated 17.12.2023, on the file of the XVI Judge Small Causes Court, Chennai, the petitioner is before this Court with the present Revision.

2. Mr.P.Sidharthan, learned counsel appearing for the petitioner would submit that the petitioner is a tenant under the respondent since 2004 and had been running the tea and snacks shop in the name and style as “Hi-Look Tea Stall” and having all the statutory license from the Authorities. The petitioner is paying the monthly rent of Rs.30,000/- and paid Rs.5,00,000/- as advance.. The respondent in his legal notice has claimed that the petitioner is paying Rs.25,000/-. Further, she had invested about Rs.5,00,000/- for making shop and built sump, gate and shutter after due permission from the respondent. It was the petitioner, who had been insisting the respondent for fresh lease agreement, since the lease agreement lapsed in the year 2017, but respondent citing income tax problem



refused to come for registration of lease agreement and continued with the existing lease agreements and received the rents from at regular intervals and that no juncture the petitioner had ever requested to vacate and handover the schedule premises at any point of time.

3. The learned counsel for the petitioner further submitted that the trial Court failed to appreciate the fact that the plea that premises requires for the petitioner's son's business had come up all of sudden as even as per the notice issued by the respondent, dated 02.02.2021 and 15.03.2021, there was no whisper about the fact that the respondent required the shop for his son's business. The respondent taken up another shop from the petitioner in the year 2006, as the respondent wanted the same for his sons business purpose. The petitioner never agreed to the respondent at any point of time that the petitioner will vacate the premises and such version of the respondent appears to be created for the purpose of filing the above RLTOP. He further submitted that Section 4(2) contemplates two requirements (i) tenancy should be created before the commencement of the Act (ii) no agreement was entered into. The trial court failed to hold that the respondent had been calling the petitioner for entering into rental



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agreement, which is evident by the exchange of notices, the court below having found point in favour of the petitioner had failed to extract the same in the order and passed an order of eviction, as if the petitioner had not come forward for entering into the rental agreement. The petitioner without prejudice to the above contention is ready and willing to deposit the part arrears of rent to the credit of the RLTOP. There is no draft rental agreement between the tenant and the landlord, as per the new Act came into force under Section 4(2) of the Act. Hence, the petitioner is before this Court with the aforesaid prayer.

4. Mr.P.Vasanth, the learned counsel appearing for the respondent would submit that the respondent is the absolute owner of the shop petition premises and that the petitioner had entered into an agreement for the above mentioned premises with the respondent on 06.08.2014, for a period of 3 years for non-residential purpose and initially, the petitioner had agreed to pay the monthly rent of Rs.25,000/- and now Rs.30,000/-. It is further submitted that the above lease agreement lapsed in the year 2017 itself, thereafter the respondent had requested the petitioner to enter new agreement as per provision of TNRRRLT Act, 2017, but the petitioner was not ready.



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Thus, the respondent has demanded the petitioner to vacate and handover the vacant possession of the premises. Further, the respondent stated that the premises let out to the petitioner required to the respondent's sons for their business purpose, hence he had demanded the petitioner to vacate and handover vacant possession of the premises, which the petitioner had accepted and requested the applicant to give 10 months time for vacating the premises. Further states that the petitioner had failed to vacate the schedule mentioned property besides the petitioner are paying monthly rent belatedly and there are part arrears of rent payable by the petitioner from April 2020 to September 2021, totally Rs.1,05,000/- and states that the petitioner lease period as well as extension time has got expired in the month of August 2017 itself, hence the petitioner occupation without any agreement is illegal and unlawful. Hence, the petitioner is liable to be evicted. The learned counsel for the respondent in support of his contentions, has relied on the decision of this Court in ***S.Muruganandam Vs. J.Joseph*** reported in ***(2022 (1) CCC 138)*** and the decision of this Court in ***Udayakumar Vs. Lawrence Swami Doss and Anr.,*** made in ***CRP.No.2763 of 2022***, dated 11.03.2024.



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5. I have heard the learned counsels appearing on either side and perused the materials available on record.

6. According to the petitioner, she is a tenant under the respondent since 2004 and running a tea and snack shop in the name and style as, "Hi-Look Tea Stall". She is paying the monthly rent of Rs.30,000/- and paid Rs.5,00,000/- as advance. Apart from this, the petitioner spent Rs.5,00,000/- for making the shop and built sump, gate and shutter, after due permission from the owner of the shop. When the petitioner insisting for fresh lease agreement, the respondent, citing income tax problem refused to come for registration of lease agreement and continued with the existing lease agreements and received the rents from at regular intervals. The petitioner did not given receipts for the payments made by cash.

7. According to the respondent, he is the owner of the Shop, situated at No.12, II Trust Main Road, Mandavelipakkam, Chennai. The petitioner had entered into an agreement for the above mentioned premises with the respondent on 06.08.2004, for a period of 3 years, for non-residential purpose, agreeing to pay the monthly



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rent of a sum of Rs.25,000/- and paid an advance sum of Rs.5,00,000/-

. According to the respondent, the premises let out to the petitioner is required for his sons business purpose, hence, he demanded to vacate and handover the vacant possession.

8. It is seen from the records that there is no dispute in respect of tenancy by the petitioner with the respondent in respect of the shop. The parties entered into written tenancy agreement which was expired prior to the commencement of the Act and subsequently, no written agreement executed between the parties and the parties have not complied with the mandatory requirement under Section 4(2) of the TNRRRLT Act, 2017. As per the said Section, if the parties to an existing lease had not entered into an agreement within 575 days, as required under Section 2 of Sub-section 4, that by itself will constitute a ground for eviction. Clause(a) of Sub-section 2 of Section 21 does not make a difference as to who was responsible for non-execution of the lease document. The fact that the landlord is unwilling to execute a lease document does not make a difference. If a lease document is not entered within 575 days from the date of coming into force of the new Act, even if the landlord is responsible for such non-execution, the non-execution simplicitor gives a right to the landlord to seek



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eviction. Therefore, the claim of the petitioner that she was willing to execute the lease deed, but the respondent was not coming forward to execute the same, even assuming it to be true, does not make any difference.

9. On the application filed by the respondent, the Rent Controller / learned XVI Court of Small Causes, Chennai, passed an order in RLTOP No.371 of 2022, directing the tenant to vacate and handover the vacant possession of the petition premises to the respondent herein. Against which, the petitioner herein preferred R.L.T.A.No.91 of 2023 before the Appellate Authority / the XXII Additional Judge, Chennai, and the same was dismissed upholding the order of the Rent Controller. Aggrieved over the same, the petitioner preferred a revision before this Court. On perusal of the judgments of both the Courts below, it is seen that detailed and reasoned orders have been passed which do not call for any interference nor the same suffers from any infirmity or erroneous. The concurrent findings recorded by the courts below are based on evidence and materials on record and I do not find any infirmity warranting interference with the impugned judgment.



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10. In the result, the Civil Revision Petition stands dismissed.

However, there shall be no orders as to costs. Consequently, the connected miscellaneous petition is also dismissed.

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Speaking Order/Non Speaking Order

Index : Yes/No

Internet : Yes

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To

1.The XXII Additional City Civil Judge,
Allikulam, Chennai.

2. The XVI Judge Small Causes Judge,
Chennai.



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M.NIRMAL KUMAR, J.

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PRE-DELIVERY ORDER
IN
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