



WEB COPY



C.R.P.No.1302 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 10.06.2024

PRONOUNCED ON : 06.12.2024

CORAM

THE HONOURABLE MR.JUSTICE M.NIRMAL KUMAR

C.R.P.No.1302 of 2024
and
C.M.P.Nos.5668 & 6901 of 2024

Mahendra Kumar ... Petitioner / Respondent

Vs.

Santhosh Kumar ... Respondent / Petitioner

PRAYER: Civil Revision Petition filed under Article 227 of Constitution of India, to set aside the fair and decreetal order dated 24.01.2024 passed in RLTA.No.117/2023, on the file of XVI Additional City Civil Court (Rent Tribunal), Chennai against RLTOP No.743 of 2021 order dated 07.02.2023, on the file of XII Small Causes Court, Chennai.

For Petitioner : Mr.M.Arvind Kumar

For Respondent : Mr.Sharath Chandran
For M/s.Vikram U.Jain



C.R.P.No.1302 of 2024

ORDER

WEB COPY

Challenging the fair and decreetal order, dated 24.01.2024, passed in R.L.T.A.No.117/2023, on the file of the learned XVI Additional City Civil Judge (Rent Tribunal), Chennai, against order made in R.L.T.O.P. No.743 of 2021 on 07.02.2023, by the learned XII Judge, Small Causes Court, Chennai, the petitioner is before this Court with the present Revision.

2. Mr.M.Arvind Kumar, the learned counsel appearing for the petitioner would submit that the lower Appellate Court has failed to appreciate the provisions of Section 4(1) of the Tamil Nadu Regulation of Responsibilities of Landlords and Tenants Act, 2017 ("TNRRLT Act") in proper perspective. The Petitioner herein was always ready to execute the new rental agreement with proper details, but it was only the Respondent who unilaterally fixed the monthly rent as Rs.50,000/- though the original rent is Rs.2000/- per month, which is contrary to law and against the provisions of Section 8 of the TNRRLT Act. The conduct of the Respondent clearly exposes the fact that it is the Respondent herein, who failed to enter into rental agreement with the Petitioner herein and there was no fault on the part of the petitioner



herein and as such, the petitioner not violated the provisions of Section 4(1) of the said TNRRLT Act and consequently, Section 21(2)(a) of the said Act.

3. The learned counsel would further submit that as per Section 8 of the TNRRLT Act, the rent payable in respect of the premises/shop "in case of tenancy is entered into before the commencement of Act, where agreement were already entered into, the rent between the Landlord and Tenant in such agreement.". As such, the admitted rent payable by the petitioner to the Respondent is only Rs.2000/- per month, which is the actual rent and there cannot be any unilateral demand of Rs.50,000/- per month. The Rent Court ought to have allowed the application filed by the petitioner for cross examination of the respondent, for proper appreciation of the evidence. Exs.P-1 to P-5 marked on the side of the respondent herein are inadmissible in law and the same ought to have been rejected by the lower appellate Court, as those documents have not been proved by the respondent as per law. It is evident from Ex.P.4 that the respondent demanded exorbitant rents and forcing the petitioner to enter into rental agreement, which is contrary to law. The Rent Controller erred in not allowing the witnesses for cross examination, which prejudiced the defense of the petitioner.



C.R.P.No.1302 of 2024

WEB COPY

4. The learned counsel further submitted that the Petitioner categorically expressed that he was ready to register the rental agreement with the Rent Authority, if the contractual rent of Rs.2000/- per month was mentioned. The respondent by making unilateral exorbitant claim of Rs.50,000/- as rent in the place of the existing rent of Rs.2000/- has used the New Act as a tool for evicting the Petitioner by making fanciful and unreasonable claim of rent by denying the agreed rent. Ex.P-4 is the reply Notice wherein, the Petitioner clearly stated that he is ready to enter written agreement with the respondent only for the existing rent of Rs.2000/-. The learned counsel, in support of his contentions, relied on a decision of this Court in ***Ramesh Salunkhe Vs. Pramila Jain*** in ***C.R.P.(NPD)No.1996 of 2021*** , dated 25.01.2022

5. Mr.Sharath Chandran, the learned counsel appearing for the respondent would submit that the respondent is the sole and absolute owner of the building premises, bearing Municipal Door No. 356, Mint Street, Sowcarpet, Chennai and the petitioner is a tenant under him in respect of a Shop No.G5 in the ground floor of the premises, on a monthly rent of Rs.2,000/-, without electricity charges. The purpose of



tenancy is non-residential. The petitioner was a tenant under the erstwhile owners for the past 18 years. Now, the petitioner is a tenant under the respondent from 01.08.2017. The respondent earlier filed RCOP No. 82/2019, under Section 14(1)(b) of TNBLR Act, before the XIII Judge, Small Causes Court, Chennai. The said case was withdrawn by him on 01.09.2021 as he wanted to pursue his remedy under the TNRRLT Act. The petitioner previously filed O.S. No.4256/2018, for permanent injunction and the same is pending before the XV Assistant City Civil Court, Chennai, against the respondent.

6. The learned counsel further submitted that the respondent sent Tenancy Agreement in respect of said tenancy along with letter dated 29.06.2021, calling upon the tenant to come forward and register the said tenancy agreement and thereby requested the petitioner to sign and execute the tenancy agreement for the purpose of registration with the Rent Authority. The respondent sent a reply notice dated 26.07.2021 stating that the respondent is not willing to register the tenancy agreement because of revised rent in the tenancy agreement. Further, the respondent sent a termination notice to the respondent dated 06.09.2021 stating that the tenancy has been



C.R.P.No.1302 of 2024

terminated with effect from 01.08.2021. The petitioner holding over the schedule premises without any written agreement. Hence, the respondent filed R.T.T.O.P.No.743 of 2021 before the XII Small Causes Court, Chennai and the same was allowed, directing the petitioner to vacate and handover the vacant possession of the petition premises to the respondent within one month from the date of the order. Against which, the petitioner preferred R.L.T.A.No.117/2023, on the file of XVI Additional City Civil Court (Rent Tribunal), Chennai and the same was also dismissed by confirming the order passed in R.T.T.O.P.No.743 of 2021 by the XII Small Causes Court, Chennai. Hence, the learned counsel prayed for dismissal of the Revision. The learned counsel for the respondent, in support of his contention relied on the decision of this Court in ***M/s.Motor Vehicles and Allied Associations, Represented by its Secretary Vs. J.Paramanandam*** made in ***C.R.P.(NPD)No.4199 of 2022***, dated 29.04.2024 and an yet another decision of this Court in ***Mahendra Kumar Vs. Santhosh Kumar*** made in ***C.R.P.No.4331 of 2022***, dated 05.01.2023.

7. I have heard the learned counsel appearing on either side and perused the materials available on record.



C.R.P.No.1302 of 2024

WEB COPY

8. It is not in dispute that the petitioner is a tenant under the erstwhile landlord. After purchase of property by the respondent, the tenancy is attroned in favour of the respondent and the petitioner is paying the monthly rent of Rs.2,000/- to the respondent from 01.08.2017. As of now, 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 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 said document. If an rental agreement 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 eviction. The petitioner contended that he was always ready to execute the new rental agreement with proper details, but it was only the Respondent who unilaterally fixed the monthly rent as Rs.50,000/- though the original rent is Rs.2000/- per



month, which is contrary to law and against the provisions of Section 8 of the TNRRLT Act. The conduct of the Respondent clearly exposes the fact that it is the Respondent herein, who failed to enter into rental agreement with the Petitioner and there was no fault on the part of the petitioner and as such, the petitioner not violated the provisions of Section 4(1) of the said TNRRLT Act and consequently, Section 21(2)(a) of the said Act, cannot be accepted.

9. Since the petitioner is not coming forward to execute the rental agreement, the respondent filed R.L.T.O.P.No.743 of 2021 before the XII Small Causes Court, Chennai and the same was allowed, directing the petitioner to vacate and handover the vacant possession of the petition premises to the respondent. Against which, the petitioner preferred R.L.T.A.No.117/2023, on the file of XVI Additional City Civil Court (Rent Tribunal), Chennai and the same was also dismissed by confirming the order passed in R.T.T.O.P.No.743 of 2021 by the XII Small Causes Court, Chennai. 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 a detailed and reasoned orders have been passed, which do not call for any interference nor the same suffers from any infirmity or erroneous,



C.R.P.No.1302 of 2024

in the considered opinion of this Court. 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.

10. In the result, the Civil Revision Petition stands dismissed. However, there shall be no orders as to costs. Consequently, the connected miscellaneous petitions are also dismissed.

06.12.2024

Speaking Order/Non Speaking Order
Index : Yes/No
Internet : Yes
vv2 / mpk

To

- 1.The XVI Additional City Civil Judge,
(Rent Tribunal)
Chennai.
2. The XII Judge
XII Small Causes Court,
Chennai.



WEB COPY



C.R.P.No.1302 of 2024

M.NIRMAL KUMAR, J.

vv2

PRE-DELIVERY ORDER
IN
C.R.P.No.1302 of 2024

06.12.2024