



C.R.P.No.1267 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 20.03.2024

CORAM:

THE HONOURABLE MR.JUSTICE S.SOUNTHAR

C.R.P. No. 1267 of 2024

and

C.M.P. No.6709 of 2024

A. Deva Prabu S/o. Arunachalam

... Petitioner

vs.

1. P. Aishwarya

2. Uma Prasanna

3. P. Akash Prasanna

... Respondents

Prayer: Civil Revision Petition filed under Article 227 of Code of Civil Procedure, praying to set aside the fair and decreetal order passed in RLTA No.89 of 2022 on the file of the learned XXI Additional Judge, City Civil Court, Allikulam, Chennai dated 06.01.2024 confirming the fair and decreetal order passed in RLTOP No.479 of 2020 on the file of learned XI Judge, Small Causes Court, Chennai dated 20.04.2022.



WEB COPY



C.R.P.No.1267 of 2024

For Petitioner : Mr. Charles Kamalesh M. Appaji
For Respondents : Mr. V. Sivakumar
for M/s. P.B. Ramanujam
Associates for Caveator R1

ORDER

The Civil Revision Petition is filed challenging the order passed by the Rent Tribunal dismissing the appeal filed by the petitioner / tenant challenging the order of eviction passed by the Rent Court.

2. The respondent/landlord filed an eviction petition under Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 on the ground of failure to enter into a new agreement under the provisions of the Act and wilful default. The respondent also sought for compensation under Section 23 of the Act. It is the specific case of the petitioner that originally the demised premises was left out to respondent on 12.12.2006 under the tenancy agreement for a period of 11 months. The petitioner agreed to pay the rent at Rs.25,000/- per month. The petitioner failed to pay the rent from December 2016 onwards and he also failed to enter into rental agreement as per the provisions of the new Rental Act. Therefore,



C.R.P.No.1267 of 2024

the application has been filed by the respondent / landlord seeking re-possession of the demised premises.

3. The petitioner herein filed a counter and contended that the respondent / landlord paid a sum of Rs.5,00,000/- to Prasanna / father of 1st and 3rd respondents and husband of 2nd respondent. According to the petitioner, he paid an advance loan amount of Rs.5 lakhs to Prasanna, who said to be the father of 1st and 3rd respondents and the husband of 2nd respondent and he allowed the petitioner to occupy the demised premises on a monthly rent of Rs.25,000/- and he also agreed to adjust the interest payable for loan amount of Rs.5 lakhs. It was further contended that the petitioner used to pay rent at Rs.5,000/- per month after adjusting the interest payable by Prasanna for the said loan amount. It was also averred by the petitioner that though he was willing to enter into written agreement under the new Act, the respondents failed to co-operate and hence no agreement was entered into.



4. Before the Rent Court, the respondents not pressed the petition in so far as wilful default is concerned. The petition was pressed only on the ground of failure to enter into a tenancy agreement. The Rent Court ordered the re-possession on the ground of failure to enter into a tenancy agreement under the new Act. As far as the prayer of compensation is concerned, the same was negatived by the Rent Court. Aggrieved by the said order, the petitioner has preferred an appeal before the Rent Tribunal in No.89 of 2022. The Rent Tribunal confirmed the order for re-possession passed by the Rent Court. Aggrieved by the same, the petitioner is before this Court.

5. The learned counsel for the petitioner by taking this Court to Section 24 of Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 submitted that the advance amount of Rs.5 lakhs is available in the hands of respondents and therefore, without refunding the same, the respondents are not entitled to recover the possession from the petitioner. The learned counsel further submitted that though the petitioner was willing to enter into the agreement as per the provisions of new Act, due to non co-operation of the respondents, no agreement was entered



C.R.P.No.1267 of 2024

into and hence the Court below ought not to have ordered eviction on the ground of failure to enter into an agreement. A perusal of the counter filed by the petitioner before the Rent Court would suggest that he had clearly pleaded that Rs.5 lakhs was paid by him to the said Prasanna as loan. It is not the case of the petitioner that Rs.5 lakhs was paid to the landlord as advance under the tenancy arrangement. In such circumstances, the submission made by the learned counsel for the petitioner by relying Section 24 of Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 is not acceptable to this Court. As far as the ground of failure to enter into tenancy agreement is concerned, both the Courts below came to the conclusion that failure to enter into an agreement would entitle the respondent to seek repossession. The said conclusion was reached based on the decision of this Court in *Devaraj Jain vs. Shafak Hameed Thaika and others reported in MANU/TN/2254/2021* and *S. Muruganandam vs. J. Joseph reported in MANU/TN/0343/2022 dated 04.02.2022*.

6. A perusal of the above said judgments would make it clear that failure to enter into an agreement under the provisions of new Act will enable



C.R.P.No.1267 of 2024

the landlord to maintain an application for eviction under Section 21(2)(a) of the Act and the tenant cannot escape by saying that landlord failed to co-operate for entering into an agreement. The findings reached by the Courts below is based on the law laid down by this Court in the case laws cited earlier. I do not find any error in the order passed by the Courts below warranting any interference by this Court and therefore, the Civil Revision Petition is liable to be dismissed.

7. The learned counsel appearing for the petitioner submits that the petitioner is engaged in a computer business in the demised premises and therefore time may be given to the petitioner to look for alternative accommodation to vacate the premises. Taking into consideration the petitioner is engaged in a computer business, this Court is inclined to grant time to the petitioner to vacate the premises till 30.09.2024 subject to the following conditions:-



C.R.P.No.1267 of 2024

(i) The petitioner shall file an affidavit of undertaking before this Court to the effect that he would vacate and handover vacant possession of the demised premises to the respondents on or before 30.09.2024 and the said undertaking affidavit shall be filed before this Court on or before 01.04.2024.

(ii) The petitioner shall continue to pay the rent at the rate of Rs.25,000/- per month starting from March 2024 till the date of vacating the premises and the rent shall be paid on or before 10th day of every succeeding month.

(iii) If the petitioner failed to comply any one of the above conditions, the benefit of time granted by this Court will not enure to the petitioner and the respondents are at liberty to proceed with the execution.

8. Accordingly, the Civil Revision Petition stands dismissed. No costs. Consequently, the connected miscellaneous petition is closed.

20.03.2024

Index : Yes / No
Speaking order : Yes / No
Neutral Citation : Yes / No
mjs



WEB COPY



C.R.P.No.1267 of 2024

S.SOUNTHAR, J.

mjs

To

1. The XXI Additional Judge, City Civil Court, Allikulam, Chennai
2. The XI Judge, Small Causes Court, Chennai.

C.R.P.No.1267 of 2024

20.03.2024