



C.R.P.(PD)No.1607 of 2024

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 18.04.2024

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THE HONOURABLE MR.JUSTICE V.LAKSHMINARAYANAN

C.R.P.(PD)No.1607 of 2024

and

C.M.P.No.8587 of 2024

K.R.A.Mohamed Ali

.. Petitioner

Vs.

Ashwin Mathew George

.. Respondent

Prayer : The Civil Revision Petition is filed under Article 227 of Constitution of India, to set aside the order and decree dated 06.12.2023 passed in I.A.No.9 of 2023 in O.S.No.3068 of 2022 on the file of the I Assistant City Civil Court at Chennai.

For Petitioner : Mr.K.Myilsamy

ORDER

The facts of the case are not in dispute. The petitioner, before me, is the landlord. The respondent is a dental surgeon.



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2. The respondent was, originally, a tenant under the civil revision petitioner. Due to disputes between the landlord and tenant, a Rent Control Original Petition was filed in R.C.O.P.No.1225 of 2015 and that ended in an order of eviction on 14.02.2018. Aggrieved by the same, the respondent preferred an appeal in R.C.A.No.346 of 2018.

3. Pending the Rent Control Appeal, a compromise decree was entered into on 18.12.2018. In terms of the compromise, the tenant surrendered the possession of the premises under his occupation to the landlord. The landlord assured him to provide 500 Sq.ft. of built-up area in the construction which he proposed to put up after the demolition of the existing building.

4. It is not in dispute that the existing building, for which the petition in R.C.O.P.No.1225 of 2015 had been filed, was demolished and a new construction was put up.

5. It is the case of the tenant that after putting up the new construction, instead of complying with the terms of Clause 1 of the



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compromise, dated 18.12.2018, the landlord started making arrangements for renting out the premises in favour of the third parties. Treating that as a cause of action, the plaintiff presented a suit in O.S.No.3068 of 2022 on the file of the I Assistant City Civil Court at Chennai.

6. The defendant has entered appearance and also filed his written statement in the suit. Thereafter, he took out an application for rejection of plaint stating that the suit is barred by virtue of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017. In particular, he would refer to Section 36(1)(a) read with Section 40 of the said Act to say that the jurisdiction of the Civil Court is barred.

7. On this ingenious idea, an application was filed for rejection of plaint on the ground that the tenant should approach only the Tribunal created under the aforesaid Act and not the Rent Court. The learned trial Judge would have nothing of this argument and dismissed the rejection of plaint application. Against which, the present revision.



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8. Mr.K.Myilsamy would contend that the agreement entered into between the parties on 18.12.2018, that is the compromise deed, is an agreement within the meaning of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act and therefore, the suit before the City Civil Court is barred. What is a rent agreement has been defined under Section 4 of the aforesaid Act, it requires an agreement between a landlord and a tenant to be registered with the rent authority for the purpose of construing it as an agreement under Section 4(2) of the said Act.

9. To assess the said submissions, I need not to reinvent the wheel because of the judgment of my learned brother, ***Hon'ble Mr.Justice R.Subramanian in S.Muruganandam Vs. J.Joseph [(2022) SCC OnLine Mad 958]***.

10. An agreement for the purpose of the Act implies an agreement in terms of the said Act. It is not in dispute that neither the landlord nor the tenant have entered into an agreement after the possession was handed over by the tenant to the landlord. In the absence of an agreement as



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contemplated by the new Rent Control Act, the question of landlord and tenant relationship does not arise.

11. Mr.K.Myilsamy, in his usual ingenuity, would argue that the compromise deed itself amounts to a tenancy agreement. If I were to accept that argument, then, the tenant would be bound to pay a rental for the premises which he is not under occupation at all. That is not the purpose of the legislation.

12. Furthermore, the relief sought in the suit, if it could be granted by the Rent Controller, then, thus jurisdiction of the Civil Court is barred under Section 40 of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act.

13. As there is no agreement between the landlord and tenant, the question of approaching the rent authority does not arise at all. Therefore, the relief sought cannot be granted by the rent authority.



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14. In the light of the above discussion, I do not find any error in the order of the trial Court. Accordingly, the Civil Revision Petition stands dismissed. No costs. The connected Civil Miscellaneous Petition is closed.

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Index:Yes/No

Speaking Order :Yes/No

Neutral Citation:Yes/No



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V. LAKSHMINARAYANAN, J.

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To

The I Assistant City Civil Court,
Chennai

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and
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