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C.R.P (PD) No.1676 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 12.04.2024

CORAM :

THE HONOURABLE MR.JUSTICE V. LAKSHMINARAYANAN

C.R.P (PD) No.1676 of 2024
& C.M.P.No.8826 of 2024

Mrs.R.Jhansi Rani

.. Petitioner

vs.

Mr.B.Subramani

..Respondent

Civil Revision Petition filed under Article 227 of the Constitution of India against the fair and decretal order dated 09.02.2024 passed in R.L.T.A.No.131 of 2023 by the learned XVI Additional City Civil Court at Chennai confirming the eviction order and decretal order passed in R.L.T.O.P.No.162 of 2022 by the learned XV Small Causes Court at Chennai.

For Petitioners : Mr.V.P.Raju

ORDER

The present revision arises against an order passed in R.L.T.A.No.131 of 2023 on the file of the learned XVI Additional City Civil Court at Chennai in confirming the order and decretal order of the XV Court of Small Causes in R.L.T.O.P No.162 of 2022. The petitioner before me is the tenant.



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2. The petitioner had taken the premises on rent for a period of five years on 01.09.2016. The monthly rent agreed to be paid initially for a period of three years was Rs.48,000/- and the said amount was to be enhanced to Rs.50,000/- for the remaining period of two years. After the period of five years was over, there is no extension of the rental period by way of written agreement. Therefore, the landlord called upon the tenant to handover possession by issuing a notice on 20.12.2021, to which a reply notice was issued by the tenant on 09.01.2022 stating that the tenant is willing to enter into a rental agreement. However, till the date of filing of the petition and thereafter, no written rental agreement had been entered into. Consequently, the landlord preferred R.L.T.O.P.No.162 of 2022. The learned Rent Controller allowed the application on 11.11.2022. Aggrieved by the same, an appeal was preferred in R.L.T.A.No.131 of 2023 wherein the Appellate Authority confirmed the order passed in R.L.T.O.P No.162 of 2022 on 09.02.2024. Hence, this revision.

3. Mr.V.P.Raju, learned counsel appearing for the petitioner would contend that the petitioner though was willing to enter into an agreement with the landlord, it was the landlord who refused to enter into an agreement and therefore, the tenant is not to be blamed. He would state



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that even in the reply notice that was issued by the tenant, she had agreed

to enter into a fresh agreement in terms of the 'Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017' [in short "TNRRLT Act"]. After the new Rent Control Act came into force, if there is no tenancy agreement, then it attracts the application of Section 21(2)(a) of TNRRLT Act for eviction. Section 21(2)(a) reads as follows:

'21.(2) The Rent Court may, on an application made to it in the manner as may be prescribed, make an order for the recovery of possession of the premises on one or more of the following grounds, namely:—

(a) that the landlord and tenant have failed to agree to the rent payable '

4. For the purpose of Section 21(2)(a) of TNRRLT Act, it matters not whether the tenant was ready and willing to enter into an agreement or not. All that matters is that if there is no agreement, eviction automatically has to follow. This principle of law has been correctly applied by the Rent Controller the appeal late authority. The grounds of revision being limited and noticing that the right position of law has been applied, I am not in a position to interfere with the order of the learned Rent Control Appellate Authority and the Rent Controller.



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5. At this juncture, the learned counsel for petitioner seeks one year time to vacate and hand over possession. The learned counsel for the landlord is not willing to give more than three months. Since the petitioner is running a commercial establishment, I am inclined to grant a period of six months to vacate and handover possession. This time is granted on the following conditions:

- i) the petitioner shall pay all the rents which are due and continue to pay the rents as and when they fall due to the landlord;
- ii) the petitioner will not put in any third party in possession of the property;
- iii) the petitioner will handover the property to the landlord without pushing her to eviction proceedings.

6. If any one of above conditions are violated, the time granted will automatically stand extinguished without notice to the Court.



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7. With the above direction, this Civil Revision Petition is dismissed. No costs. Consequently, the connected miscellaneous petition is closed.

12.04.2024

Index:Yes/No

Neutral Citation:Yes/No

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To

1. XVI Additional City Civil Court
Chennai
2. XV Small Causes Court
Chennai
3. The Section Officer
VR Section
Madras High Court



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V. LAKSHMINARAYANAN, J.

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