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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24.07.2024

CORAM:

THE HONOURABLE MR. JUSTICE M. NIRMAL KUMAR

C.R.P. No. 2668 of 2024
and
CMP. No. 14037 of 2024

L.Rajendran

... Petitioner

Vs.

R.Rathnadevi

... Respondent

Civil Revision Petition has been filed under Article 227 of Constitution of India, 1950, praying to set aside the order dated 31.01.2024 made in M.P.SR.No.2652 of 2024 in R.L.T.O.P.No.147 of 2023 and reject the RLTOP No.147 of 2023, on the file of the XV Small Causes Court, Chennai by allowing this Civil Revision Petition.

For Petitioner : Mr. P. Rajkumar
For Respondent : Mr. D. Balasubramanian

ORDER

This Civil Revision Petition has been filed to set aside the order dated 31.01.2024 made in M.P. SR. No. 2652 of 2024 in R.L.T.O.P.No.147 of 2023 and to reject the RLTOP No.147 of 2023, on the file of the XV Small Causes Court, Chennai.



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2. The petitioner is the tenant and the respondent is the landlord.

The respondent filed the petition in R.L.T.O.P.No.147 of 2023 for eviction of the tenant petitioner herein and to pay compensation for the use and occupation of the petition premises. Pending R.L.T.O.P.No. 147 of 2023, the petitioner/tenant filed petition in MP. SR. No.2652 of 2024 and the same was rejected vide order dated 31.01.2024 against which, this present revision petition has been filed by the petitioner before this Court.

3. The contention of the petitioner is that, the above R.L.T.O.P.No.147 of 2023 was filed on the basis of the rental agreement dated 10.01.2020 after the enactment of the new Act and this tenancy agreement expired on 30.11.2020. Thereafter, there was no written tenancy between the landlord and tenant and there is no jural relationship between them. In such circumstances, the respondent landlord filed petition under Section 21 (2) (a) and (g) and 23 of Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act and the same is not maintainable. The petitioner relied on the citation reported in (2022) 2 CTC 291, in which the paragraph 44 of the order is as follows:-



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"44. Insofar as CRP NPD Nos.3056, 3062 and 3094 are concerned in all these cases, the tenancy had admittedly commenced or has been renewed after coming into force of an Act by way of an unregistered instrument and the tenancy had also expired now. In such cases, it is clear to my mind that in the absence of a written agreement and the tenancy having expired, the landlords cannot invoke the provisions of the New Act, but they will have to resort to the general law."

4. The learned counsel for the petitioner submitted that the petitioner is not denying the landlord and tenancy relationship but his contention that there is no written agreement pending between them. The earlier agreement dated 10.01.2020 was for a period of 11 months and it expired on 30.11.2020. Hence no written agreement as on date in force, and in view of the above citation, no case under Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act is maintainable. The respondent land lord can only file suit invoking specific relief Act.

5. The learned counsel for the respondent submitted that immediately after the written agreement dated 10.01.2020, the respondent applied to the regulatory authorities on 17.01.2020 for registration of Tenancy agreement. After 30.03.2020, there was a general lock down due to Covid-19 situation and functioning of Government office and Courts got normalised only in the year 2022. When the respondent checked the status of the application he came to know that since the tenancy period expired, as per the Tamil Nadu Regulation



of Rights and Responsibilities of Landlords and Tenants Act, the respondent was directed to re-apply to the rent authority with current Tenancy period.

Thereafter, the respondent sent a written tenancy agreement to the petitioner with a covering letter dated 15.03.2021 which was received by the petitioner on 17.03.2021. Since the petitioner failed to come forward to enter into written agreement, the respondent filed in R.L.T.O.P.No.147 of 2023 under section 21 (2) (a) and (g) and 23 of Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017. Further, the respondent has produced the judgment in CRP. Nos. 976 and 977 of 2020 wherein this court had held that the Rent Court shall decide the same on the face of the tenancy agreement and it cannot venture into the grounds specified under Order VII Rule 11 of CPC. The above provision has no application under this Act and therefore, the Rent Control Court has rightly passed the impugned order.

6. In view of the above, after entering into the written tenancy agreement, the respondent/landlord had applied to the registration authorities which was kept on hold due to Covid-19 situation and thereafter, the respondent sent a letter calling upon the tenant to enter into a fresh tenancy agreement, which was not complied with by the petitioner the above R.L.T.O.P.No.147 of 2023 before the Rent Control Court is maintainable. Now the petitioner is claiming



that there is no jural relationship between the petitioner and the respondent as tenant and landlord and no proceeding can be initiated against him before the Rent Control Court. Such a contention of the petitioner is not correct and the impugned order had been rightly passed by the learned Rent Controller. This Court finds no reason to interfere with the well reasoned order of the Trial Court. Hence, this Civil Revision Petition is dismissed. Consequently, connected Criminal Miscellaneous Petition is closed.

24.07.2024

Index : Yes/No
Internet : Yes/No
Speaking order/Non speaking order
Neutral Citation : Yes/No

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To

The XV Small Causes Court, Chennai.



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M.NIRMAL KUMAR, J.

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