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C.R.P.Nos. 2964 & 2965 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 07.06.2024

CORAM:

THE HON'BLE MRS. JUSTICE T.V.THAMILSELVI

C.R.P.Nos. 2964 & 2965 of 2022
and
C.M.P.Nos. 16019 & 16020 of 2022

N.S.Venkatesh
Proprietor M/s. Vens Agencies
and M/s.RGM Electronics

... Petitioner in
C.R.P.No.2964/2022

V.Vasanth,
Proprietor M/s.Vens A to Z Enterprises
and M/s.Rajasusi IEEC

... Petitioner in
C.R.P.No.2965/2022

-Vs-

A.R.Abdul Hameed

... Respondents in
both C.R.P.s

Prayer in C.R.P.No. 2964 of 2022 : Civil Revision Petition is filed under Article 227 of the Constitution of India, praying to set aside the judgment and decree dated 01.07.2022 in RLTA.No.31 of 2021 on the file of IV Addl. City Civil Court, Chennai confirming the order and decreetal order



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dated 01.10.2021 in RLTOP.No.295 of 2021 passed by the XV Judge,
Small Causes Court, Chennai.

Prayer in C.R.P.No. 2965 of 2022 : Civil Revision Petition is filed under Article 227 of the Constitution of India, praying to set aside the judgment and decree dated 01.07.2022 in RLTA.No.321 of 2021 on the file of IV Addl. City Civil Court, Chennai confirming the order and decreetal order dated 01.10.2021 in RLTOP.No.294 of 2021 passed by the XV Judge, Small Causes Court, Chennai.

For Petitioner in

both C.R.P.s : Mr.G.Rajagopalan,
Senior Advocate for
Mr.S.Jaganathan

For Respondent in

both C.R.P.s : Mr. K.P.Ashok

COMMON ORDER

These Civil Revision Petitions have been filed challenging the impugned judgment and decree passed in RLTA.Nos. 31 and 32 of 2021 on the file of IV Addl. City Civil Court, Chennai confirming the order and



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decreetal order passed in RLTOP.Nos.295 and 294 of 2021 passed by XV

Small Causes Judge, Chennai respectively.

2. The revision petitioners/tenants have preferred these Civil Revision Petitions challenging the impugned concurrent findings of the courts below on the following grounds :-

(i) The courts below ought to have noted that the respondent having purchased the schedule mentioned property during the pendency of RCOP.Nos. 152 and 153 of 2018 filed by the erstwhile landlady against the petitioners, attempted to illegally dispossess the revision petitioners herein and thereby the revision petitioners were constrained to file a suit for permanent injunction in O.S.No.3773 of 2020 on the file of XXIII Asst. City Civil Court, Chennai.

(ii) The courts below failed to note that the respondent having failed in all his attempts to illegally dispossess the revision petitioners, filed the RLTOP.Nos.294 and 295 of 2021 without even withdrawing the earlier RCOP referred above.

(iii) The courts below ought to have noted that the respondent herein never expressed his intention to enter into a registered lease agreement



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with the revision petitioners herein after his purchase of the demised property, but wrongly filed the eviction petition alleging as if the revision petitioners failed to pay arrears of rent to erstwhile landlady and as if the revision petitioners failed to enter into a lease agreement with him by invoking the provisions contemplated under the new tenancy Act misleading the courts.

(iv) The Rent Court having found that the landlord has filed the eviction petition by taking advantage of the provisions under Sec.21(2)(a), Sec.21(2)(b), Sec.21(2)(g) and Sec.23 of the TNRRRLT Act, erroneously allowed the eviction petition on the sole ground of non-registration of lease agreement as per provisions of new Act.

(v) The courts below failed to note that the Section 4(2) of the TNRRRLT Act, 2017 requires the landlord and tenant to enter into an agreement in writing with regard to that tenancy.

(vi) Both the courts below simply followed the judgment passed by this court with regard to the maintainability of an application filed under the TNRRRLT Act and ignoring the judgment passed by this court.



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3. On submitting the above grounds, the learned counsel for revision petitioners would submit that the first appellate court has erroneously come to the conclusion that the revision petitioners have not expressed their intention to enter into a lease agreement with the landlord and also failed to take note of the fact that the /tenants have vacated the premises without entering into the lease agreement. Both the courts below wrongly instituted the proceedings under Sec.21(2)(a) of the TNRRLT Act. In support of their contentions, they have relied the decision held by this Court in ***C.R.P. (NPD) No. 1996 of 2021*** in the case of ***Ramesh Salunkhe vs. Pramila Jain***, wherein it was indicated as follows :-

“That tenancy means the tenancy created before the commencement of the Act. The respondent cannot unilaterally fix the monthly rent Rs.38,500/- to the petitioner as the tenancy agreement should only refer the terms that were existing prior to the commencement of this Act.”

Accordingly, the learned counsel prayed to set aside the findings of the appellate court alone.



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4. By way of reply, the learned counsel for respondent would submit that the respondent/landlord purchased the property for a valid consideration from his vendor and after the purchase, he intimated about his purchase to the revision petitioners/tenants and also issued a letter to the revision petitioners/tenants calling upon them to execute a fresh tenancy. But, the revision petitioners/tenants failed to execute a tenancy agreement under Sec.4 of the New Act. As there is no written agreement, as per the proviso clause to Sec.4 of New Act, it empowers the landlord and tenant to apply for a termination of tenancy on the ground of termination under Sec.21(2)(a) of the TNRRRL Act. Before the Rent Controller, though the landlord prayed for eviction under Sec.21(2)(a) of the TNRRRL Act claiming to execute termination of tenancy and also on the ground of default of rent, but on hearing both sides, rent controller found that there is no valid registered tenancy agreement between landlord and tenants. Even though the tenants are also aware of the purchase made by the present landlord from the erstwhile landlord, the Rent Controller granted an order of eviction on the ground of termination under Sec.21(2)(a) of the Act alone. Against which, an appeal was filed in RLTA No. 31 of 2021. The appellate tribunal also independently



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analysed the facts and circumstances, finally concludes that the tenancy between landlord and tenants is admitted, but there is no tenancy agreement as per Sec.4 of the New Act. Though the tenants submitted that they are ready to enter into new tenancy, but no steps were taken. As there is no tenancy agreement, the eviction ordered by the rent controller is valid one. Accordingly, the appeal was dismissed.

5. Heard and considered the rival submissions of both learned counsel for revision petitioners and respondent and perused the materials available on record.

6. Considering both side submissions, the respondent/landlord would submit that the revision petitioners/tenants were already aware of the fact that he purchased the property from the erstwhile landlord, but not come forward to execute the tenancy agreement. However, there is no proof on the side of either of the parties that they have taken steps to enter into a new tenancy as mandated under the new Act. Therefore, the Rent Controller as well as Appellate Tribunal granted eviction on the ground of default of rent under Sec.21(2)(a) of the Act, which needs no interference. Furthermore, the authority relied on by the learned counsel for revision petitioners held by this



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Court in ***C.R.P. (NPD) No. 1996 of 2021*** in the case of ***Ramesh Salunkhe***

vs. Pramila Jain is not applicable to the facts of the present case.

Accordingly, these Civil Revision Petitions are dismissed. No costs. The revision petitioners are directed to vacate the premises within a period of three months from the date of receipt of copy of this order. Consequently, connected Civil Miscellaneous Petitions are closed.

07.06.2024

Index : Yes/No

Speaking Order : Yes/No

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To

1. IV Addl. Judge, City Civil Court, Chennai.

2. XV Judge, Small Causes Court, Chennai.



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T.V.THAMILSELVI, J.

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