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C.R.P.(PD).Nos.3166 & 3173 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 21.06.2024

Coram

THE HON'BLE MR JUSTICE V. LAKSHMINARAYANAN

C.R.P.(PD).Nos.3166 & 3173 of 2023

In C.R.P.(PD).No.3166 of 2023

M.Karthik Meiyappan

... Petitioner

-Versus-

Ka.Ravichandran

... Respondent

Revision filed under Article 227 of the Constitution of India against the order dated 26.07.2023 made in R.L.T.O.P.No.192 of 2023 on the file of the XIII Court of Small Causes (Rent Court), Chennai and direct the rent court to dispose and decide the proceedings for eviction based on the affidavits of evidence as envisaged under Section 36(2) of the Act without requiring trial in the present proceedings.

For Petitioner : Mr.V.G.Suresh Kumar

For Respondent : Mr.A.Mazar

In C.R.P.(PD).No.3173 of 2023

M.Karthik Meiyappan

... Petitioner

-Versus-

M.Jambunathan

... Respondent



C.R.P.(PD).Nos.3166 & 3173 of 2023

Revision filed under Article 227 of the Constitution of India against the order dated 03.07.2023 made in R.L.T.O.P.No.193 of 2023 on the file of the XIII Court of Small Causes (Rent Court), Chennai and direct the rent court to dispose and decide the proceedings for eviction based on the affidavits of evidence as envisaged under Section 36(2) of the Act without requiring trial in the present proceedings.

For Petitioner : Mr.V.G.Suresh Kumar

For Respondent : Ms.M.Sangamithirai

COMMON ORDER

The civil revision petitions arise against the orders passed by the learned XIII Court of Small Causes, Chennai, in RLTOP.No.192 of 2023 and RLTOP.No.193 of 2023 dated 26.07.2023 and 03.07.2023 respectively.

2. RLTOP.No.192 of 2023 and RLTOP.No.193 of 2023 have been filed by the civil revision petitioner seeking eviction of the respondent in the respective petitions. The only ground on which eviction has been sought is that the landlord and tenant have not entered into any agreement in terms of Section 4 of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017. It is his specific case that since an agreement has not been entered into, the tenants are liable to be evicted in terms of Section 21(2)(a) of



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3. The respective tenants had filed their counters to RLTOP.No.192 of 2023 and RLTOP.No.193 of 2023. Insofar as C.R.P.(PD).No.3166 of 2023 is concerned, the case of the tenant is that the petitioner had initiated eviction proceedings in RCOP.No.885 of 2016, which is still pending. From paragraph 5 of the counter, it is clear that the respondent is ready to enter into an agreement of tenancy with the landlord in terms of Section 21(2)(a) of the Act. This very sentence would show that there is no agreement between the parties as of today. Apart from that, the tenant has stated that subject to the result of TOS.No.26 of 2014, he will enter into an agreement.

4. With respect to C.R.P.(PD).No.3173 of 2023, the counter that has been filed also admits to the fact that the RCOP.No.884 of 2016 is still pending, and in the said case, the petitioner is the present civil revision petitioner and the tenant is depositing the rent into the credit of the RCOP. In terms of Section 2(c) of the new rent Act, the question of title is alien. Section 2(c) would state that any person who receives or is entitled to receive the rent has to be treated as a landlord. Furthermore, the probate proceeding does not decide the issue of



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title. All that the probate proceedings would certify is whether the Will, which is the subject matter of proceedings, had been executed by the testator or not.

5. If the petitioner proves that he is the landlord and that the tenant has not entered into an agreement in terms of the judgment of Hon'ble Mr. Justice R. Subramanian in *S. Muruganandam vs. J. Joseph*, 2022 SCC Online Mad 375, then eviction should automatically follow. His Lordship had further held that even if the landlord acts unreasonably and does not enter into an agreement, it matters not for Section 21(2)(a) of the Act. All that the court would have to see is if the relationship between the landlord and tenant exists and whether the rental agreement exists or not. For this purpose, oral evidence is unnecessary.

6. The very same learned Judge in *A.M. Mansoor Refai vs. Shafak Hameed Thaika and others* 2022 (2) MWN (Civil) 721 held that the rent controller should not allow cross-examination as a matter of right. He had made it clear that in matters relating to Section 21(2)(a), cross-examination is totally unnecessary.



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7. Therefore, in the light of the above orders passed by the learned Judge and in the light of the above discussion on the merits of this case, I have no other option but to allow these revisions. Accordingly, the orders passed by the rent controller in RLTOP.No.192 of 2023 dated 26.07.2023 and RLTOP.No.193 of 2023 dated 03.07.2023 are set aside. The learned Judge shall continue with the proceedings and pass appropriate orders on the basis of the petition and counter filed by the respective parties.

8. With the above direction, these civil revision petitions are allowed. No costs.

21.06.2024

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Index : yes / no
Neutral Citation : yes / no
Speaking / Non Speaking Order



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To

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1.The XIII Court of Small Causes (Rent Court), Chennai



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V.LAKSHMINARAYANAN, J.

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