



CRP No.4107 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 14.10.2024

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THE HON'BLE MR.JUSTICE V.LAKSHMINARAYANAN

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CMP.No.22569 of 2024

S.Jethu Singh : Petitioner

versus

K.M.Allaudhin : Respondent

Prayer: Petition filed under Article 227 of the Constitution of India to set aside the fair and decreetal order dated 23.07.2024 passed in MP.No.4 of 2023 in RLTOP.No.120 of 2020 on the file of the XIV Court of Small Causes, Chennai.

For Petitioner : Mr.S.Mukund, Senior Counsel,
for Mr.N.Paul Sunder Singh

ORDER

This civil revision petition arises against the order passed by the XIV Court of Small Causes at Chennai in M.P.No.4 of 2023 in RLTOP.No.120 of



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2020 dated 23.07.2024.

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2. RLTOP.No.120 of 2020 was presented by the respondent/landlord seeking eviction on the grounds of Section 21(2)(c), 21(2)(d) and 21(2)(e) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017.

3. The civil revision petitioner, who has been arrayed as a tenant, entered appearance in the RLTOP proceeding and pleaded that there is no relationship of landlord and tenant and that, he is in possession of the property pursuant to the oral agreement of sale entered into between the respondent and himself.

4. A rejoinder was filed and the pleadings are complete.

5. At that stage, the tenant took out an application in MP.No.4 of 2023 to send the lease agreement that was projected by the landlord dated 01.01.2013 for forensic examination. The ground, on which he seeks for this relief, is that the said agreement, which was marked as Ex.P1, is a



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fabricated one and is a rank forgery. This plea had been raised in the counter to the RLTOP too.

6. The learned Rent Controller, after receipt of a counter from the landlord, held that the agreement which is said to be dated 01.01.2013 is not in any manner going to help the tenant, since it was an agreement entered into between the parties in the year 2013, i.e., prior to the notification of the 2017 Act. During the disposal of the application, the learned Rent Controller has entered upon a finding that the civil revision petitioner had admitted the tenancy agreement dated 01.01.2013. On these findings, the learned Rent Controller dismissed the petition. Hence, the revision.

7. I have heard Mr.S.Mukund, learned Senior Counsel for Mr.N.Paul Sunder Singh.

8. Mr.S.Mukund argues that the document should have been sent for forensic examination because in case the report comes in favour of the civil revision petitioner, it will remove the very substratum of the case of the landlord.



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9. I have carefully considered the arguments of Mr.S.Mukund and have gone through the records.

10. The fundamental jurisdictional fact that the landlord must prove before the Rent Controller is that there exists a jural relationship between the landlord and the tenant. The jural relationship must exist on the date on which the new Act came into effect. The fact that the agreement existed on 01.01.2013 or the fact that the agreement itself is a forgery, would not make any difference for the Court in these proceedings, since the landlord in any event would have to prove the existence of the relationship as the tenant has denied the said agreement.

11. If the agreement is denied, the duty lies on the landlord to substantiate before the court that the agreement, in fact, was entered into between the parties. When the burden is on the landlord, the tenant need not unnecessarily draw the said burden on himself to disprove the same. Furthermore, as is the case of denial of relationship of landlord and tenant, the tenant would be entitled to let in oral and documentary evidence as held



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by this Court in *J. Thennarasu v. Anita Nalliah, (2022) 6 Mad LJ 271*.

12. Since it is the duty of the landlord to prove the agreement under Ex.P1, the necessity for sending the document for forensic examination is unnecessary. It is made clear that the finding of the learned Rent Controller that the tenant has admitted to the agreement would not bind the parties at the time of final disposal as it is the finding entered into only for the purpose of disposal of the interlocutory application.

13. With the above observation, permitting the tenant to let in oral and documentary evidence to show that there is no relationship of landlord and tenant, this revision is dismissed. No costs. Consequently, the connected miscellaneous petition is closed.

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Index : Yes/No
Speaking Orders/Non Speaking orders
Neutral Citation : Yes/No

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The XIV Court of Small Causes,
Chennai.



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V.LAKSHMINARAYANAN, J.

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