



WEB COPY



C.R.P.No.4522 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 15.11.2024

CORAM :

THE HON'BLE MR.JUSTICE V.LAKSHMINARAYANAN

C.R.P.No.4522 of 2024

M.P.Anand

.. Petitioner

Versus

Indherkumar

.. Respondent

Prayer: Civil Revision Petition filed under Article 227 of the Constitution of India to set aside the order dated 27.08.2024 in M.P.No.1 of 2024 in RLTOP.No.627 of 2023 made by the learned XV Small Causes Court, Chennai.

For Petitioner : Mr.Manimaran

For Respondent : Mr.P.Chaithanya Prasad

ORDER

This civil revision petition arises against the order passed by the XV Court of Small Causes, Chennai in MP.No.1 of 2024 in RLTOP.No.627 of 2023 dated 27.08.2024.



C.R.P.No.4522 of 2024

WEB COPY

2. There is no dispute in the relationship between the parties. The civil revision petitioner is a tenant and the respondent is a landlord. The civil revision petitioner entered into possession of the property on 30.05.2011 under a rental agreement being valid for a period from 01.04.2010 to 31.03.2021. Thereafter, the landlord issued a lawyer's notice on 14.07.2021, which was replied by the tenant. Finding that the demand raised by the landlord had not been met with, he moved the rent control authority by filing RLTOP.No.627 of 2023. He invoked the provisions of Section 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (herein after referred to as “TNRRLT Act”).

3. The tenant entered appearance and filed a detailed counter. Apart from pleading that the landlord has been receiving rents regularly, he also pointed out that the landlord used to buy household appliances from the shop of the tenant. He gave the list of household articles purchased by the landlord. Pending RLTOP, the tenant moved an application in MP.No.1 of 2024 seeking for permission to cross examine the landlord.



C.R.P.No.4522 of 2024

WEB COPY

4. Notice was ordered in the application and the landlord also filed a detailed counter rejecting the claim of the tenant. The plea taken by the landlord found acceptance by the trial court and the petition seeking for cross examination of the landlord was dismissed. Hence, this revision.

5. I have heard Mr.Manimaran for the civil revision petitioner and Mr.P.Chaithanya Prasad for the caveator.

6. Mr.Manimaran inviting my attention to the rental agreement pleads that the tenant has established himself in the premises over a decade and above. He states that unfairly the tenant is sought to be dispossessed by one of the owners of the property. He pleads that between the respondent/ landlord and his brother, a partition suit had been filed and decreed on 11.09.2023. He states that unless and until the landlord enters the witness box, he will not be in a position to ferret out the truth.

7. Mr.P.Chaithanya Prasad states that the petition has been filed under Section 21(2)(a) and therefore, there is no question of any cross examination arises.



C.R.P.No.4522 of 2024

WEB COPY

8. I have carefully considered the arguments of both sides.

9. In terms of Section 4 of the TNRRRLT Act, there has to be an agreement between the landlord and tenant. The agreement that Mr.Manimaran refers to is an agreement entered into between the parties prior to the enactment of the TNRRRLT Act. An agreement for the purpose of TNRRRLT Act should be an agreement entered in terms of Section 4 of the said Act. In case no such agreement exists, then the landlord or the tenant is entitled to invoke Section 21(2)(a).

10. Mr.Manimaran pleads that RLTOP itself is not maintainable in the light of the Judgment rendered by the Hon'ble Mr.Justice R.Subramaniam in ***S. Muruganandam v. J. Joseph, 2022 SCC OnLine Mad 375***. That is a matter which has to be addressed before the rent controller at the time of final disposal. It is an irrelevant consideration while dealing with a petition seeking for cross examination.



C.R.P.No.4522 of 2024

WEB COPY

11. As pointed out by the Hon'ble Mr.Justice N.Seshayee in *J. Thennarasu v. Anita Nalliah, (2022) 6 Mad LJ 271*, cross examination in a petition filed under Section 21(2)(a) would arise, where an agreement is projected by the landlord and denied by the tenant or vice versa. The agreement projected in this case had expired with 31.03.2021. In any event, that is not an agreement in terms of Section 4 of the present Act. As there is no controversy with respect to non-existence of the agreement, I do not find any reason to revise the order passed by the rent controller. It is open to Mr.Manimaran's client to plead that the rent control petition is not maintainable at the time of final disposal.

12. This civil revision petition is dismissed. No costs.

15.11.2024

nl

Index : yes/no
Speaking order/Non-speaking order
Neutral Citation : yes/no

To



C.R.P.No.4522 of 2024

The XV Small Causes Court, Chennai.

WEB COPY



WEB COPY



C.R.P.No.4522 of 2024

V.LAKSHMINARAYANAN, J.

nl

C.R.P.No.4522 of 2024

15.11.2024