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C.R.P. (PD) .No.4812 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 28.11.2024

CORAM:

THE HONOURABLE MR.JUSTICE V.LAKSHMINARAYANAN

C.R.P.(PD).No.4812 of 2024
and C.M.P.No.26899 of 2024

Dr.Venmathi Danraj

.. Petitioner

Vs.

1.Lokesh Mohanadu

2.Subhashini Lokesh

.. Respondents

Prayer: This Civil Revision Petition is filed under Article 227 of the Constitution of India, praying to set aside the fair and decreetal order dated 11.09.2024 passed in M.P.No.4 of 2024 in RLTOP.No.30 of 2022 on the file of the District Munsif Court at Ambattur, Tiruvallur District.

For Petitioner : Dr.Venmathi Danraj (Party-in-Person)

For Respondents : Mr.G.Janakiraman

ORDER

This Civil Revision Petition arises against the order passed by the learned District Munsif at Ambattur in M.P.No.4 of 2024 in RLTOP.No.30 of 2022 dated 11.09.2024.



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2.RLTOP.No.30 of 2022 was filed by the respondents seeking eviction on the ground of Section 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, (hereinafter referred to as 'the Act'), and also for a direction to pay the double the rent as compensation under Section 23 of the Act.

3.The respondent / tenant was served with the summons. She entered appearance and has also filed a detailed counter. When the matter was posted for evidence, the landlord filed his proof affidavit. In the said proof affidavit as well as in his petition, he has stated that the lease agreement entered into between the parties was not renewed. Taking advantage of this statement, the tenant filed an application in M.P.No.4 of 2024 seeking for cross examination of the landlord. The learned Judge dismissed the petition on 11.09.2024. Hence, this revision.

4.I heard Dr.Venmathi Danraj (Party-in-Person) for the civil revision petitioner.



5.Dr.Venmathi Danraj (Party-in-Person) submits that as the landlord has stated falsehood as if the lease agreement had been entered into and subsequently renewed, hence, she is entitled to cross examine the landlord. She states that Ex.P1, which has been filed by the landlord, is only a draft lease deed. She says, she is only a tenant and not a lessee, and therefore, on this ground too, she wants to cross examine the landlord. She states that she never argued that there was no subsisting rental agreement and therefore, the learned Trial Judge committed an error in recording it as if it was her submission.

6.I have carefully analysed the submissions of Dr.Venmathi Danraj (Party-in-Person).

7.I have gone through the records.

8.The relationship between the parties is not in dispute. The respondents are the landlords and the civil revision petitioner is the tenant. On account of the fact, no agreement has been entered into between the parties in terms of Section 4(2) of the Act, the landlord has presented an eviction



petition under Section 21(2)(a) of the Act. Under Section 21(2)(a) of the Act, if there is no agreement in terms of Section 4(2) of the Act, a landlord is entitled to an order of eviction. It matters not whether the landlord pleads there was a previous agreement and it was not renewed or that there was no agreement when the tenant originally entered the possession of the property. All that the Court sees that at the time of disposal of the application under Section 21(2)(a) of the Act, whether an agreement exists in terms of Section 4(2) of the Act. If the agreement exists, the petition will be dismissed. If the agreement does not exist, the guillotine of eviction will fall.

9.The issue whether the tenant is entitled to cross examine the landlord and vice versa has already been gone into, in detail, by the Hon'ble Mr.JUSTICE N.SESHASAYEE in **J.Thennarasu Vs. Anita Nalliah**, in **C.R.P.(PD).No.2532 of 2021** dated **05.08.2022**. The learned Judge, in paragraph No.9 of the said judgment, held that in cases of eviction invoking Section 21(2)(a) of the Act, the tenant is entitled to cross examine the landlord, if and only, the tenant denies the tenancy and the landlord projects one, or when the tenant sets up a tenancy and the landlord denies the same. Therefore, this issue having been concluded, I need not strain myself to decide



whether a tenant is entitled for cross examination. Respectfully following the aforesaid judgment, I have to deal with the present petition.

10.Neither the landlord has projected an agreement which has been denied by the tenant nor has the tenant projected the agreement which has been denied by the landlord. All that the landlord has produced is an agreement of the year 2017, which is but a draft agreement, as rightly submitted by the party-in-person, circulated by an e-mail to the tenant.

11.Tenancy agreement for the purpose of the Act should exist after the notification of the said Act. As no such agreement has been projected by the tenant, I do not find any reasons to take a different view from that taken by the learned District Munsif at Ambattur, Tiruvallur District.

12.In the result, this Civil Revision Petition is dismissed. The order of the learned District Munsif, Ambattur, Tiruvallur District, in M.P.No.4 of 2024 in RLTOP.No.30 of 2022 stands confirmed. Consequently, the connected Miscellaneous Petition is closed. No costs.



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13.I notice that the Rent Control Petition has been filed in the year 2022. Rent Control Act is a summary proceeding and it need not be prolonged more than the expectancy that is required for such a litigation. The learned District Munsif Court at Ambattur, Tiruvallur District, shall pass orders in RLTOP.No.30 of 2022, on or before 15.01.2025.

28.11.2024

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Index : Yes / No
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To

The District Munsif Court,
Ambattur,
Tiruvallur District.



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V.LAKSHMINARAYANAN, J.

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