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C.R.P.No.4524 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 15.11.2024

CORAM :

THE HONOURABLE MR.JUSTICE V.LAKSHMINARAYANAN

C.R.P.No.4524 of 2024
and C.M.P.No.25229 of 2024

M/s.Sree Gokulam Film Studios Private Limited
Having its registered office at No.66,
Kodambakkam, Chennai 600 024.

... Petitioner

Vs

1.Anita Manohar
2.Nakshatra manohar
3.Shravan Manohar
4.Vasanth Kabirdass
5.Murali Kabirdass

... Respondents

PRAYER : Civil Revision Petition under Article 227 of the Constitution of India to set aside the order dated 15.07.2024 passed by the learned II Additional District and Sessions Judge, Tiruvallur at Poonamallee made in RLTA No.3 of 2024.

For Petitioner : Mr.Arun C.Mohan
For Respondents : Mr.V.Sivakumar

* * * * *

ORDER

This Civil Revision Petition arises against the order passed by the II Additional District and Sessions Judge-cum-Judicial Magistrate, Poonamallee in R.L.T.A.No.3 of 2024 dated 15.07.2024 in confirming the order and decretal order of the Principal District Munsif-cum-Rent Court, Poonamallee in R.L.T.O.P.No.51 of 2021 dated 18.12.2023.



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2. There is no dispute in the relationship between the civil revision petitioner and the respondent. The civil revision petitioner is the tenant and the respondent is the landlord. The demised premises was let out to the civil revision petitioner by one Manohar Kabirdass on 05.01.2019. The monthly rent was fixed at Rs.19,84,500/- subject to an increase of upto 6% per year at the end of every 11 months.

3. The landlord pleaded that no agreement had been entered into post the enactment of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (hereinafter referred to as 'TNRRLT Act') and that the tenant had defaulted in payment of rents from November 2019 to September 2021 to the tune of Rs.4,86,21,399/-. Hence, the landlord invoked Section 21(2)(a) and 21(2)(b) of the said Act and presented the eviction petition.

4. Notice was served on the tenant and he filed a detailed counter. He pleaded that when possession was taken, the building standing therein was absolutely useless and incapable of being put to use. Therefore, the tenant had spent a sum of Rs.15,00,000/- in levelling the property and had informed about the same to the original landlord viz,, Manohar Kabirdass. The tenant also pleaded that they had been making attempts with the landlords to enter into a fresh agreement. Further, he pleaded that as an alternative, he was



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willing to hand over the front portion of the premises to the landlord and retain the rear portion. Therefore, he sought for the dismissal of the eviction petition.

5. The learned Trial Judge went into the issue and found that there was no agreement as required under Section 21(2)(a) of the Act and ordered eviction. He rejected the plea of the landlord that he is entitled to compensation under Section 23 of the Act.

6. Aggrieved by the same, the tenant preferred an appeal to the Rent Tribunal-cum-District and Sessions Judge at Poonamallee. The appellate authority agreed with the Rent Controller with respect to Section 21(2)(a) and further held that as there are substantial arrears, the tenant is liable to be evicted on the ground of default also. One benefit that was given to the tenant was that the landlord was called upon to adjust the arrears as against the advance amount lying with the landlord and in case any excess is found, to return the same. Aggrieved by the concurrent findings, the tenant is on revision before me.

7. The landlord has entered appearance on a caveat.

8. I heard Mr.Arun C.Mohan for the civil revision petitioner and Mr.V.Sivakumar for M/s.P.B.Ramanujam Associates.



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9. Mr.Arun C.Mohan invited my attention to the flow chart that had been appended to the judgment of **Hon'ble Mr.Justice R.Subramanian in S.Muruganadam -vs- J.Joseph in C.R.P.(NPD) Nos.3056 of 2021 etc., dated 04.02.2022** and contended that if agreements are entered into prior to the new Act and they are subsisting on the date of commencement of the Act and are not registered, the remedy for the landlord is only to approach the civil Court. Therefore, he pleads that the Rent Control Petition is not maintainable. He also points out that a different opinion was taken by **Hon'ble Mr.Justice V.Sivagnanam in Padmavathy and another -vs- Amudha Pearls and another in C.R.P.No.2766 of 2022 dated 11.03.2024** and therefore, the matter requires serious consideration by this Court.

10. Per contra, Mr.V.Sivakumar states that even if the lease agreement had been entered into prior to the commencement of the Act, the agreement is not in force since the agreement dated 05.01.2019 had expired with December 2019. Hence, this is a case where there is no agreement as contemplated under Section 4 exists. Therefore, Section 21(2)(a) operates. He further claims that there is an arrears of Rs.7 crores and GST amounts are outstanding and argues that even on the ground of wilful default, the petitioner is liable to be evicted.



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11. I have carefully considered the submissions of both sides and gone through the records.

12. There is no dispute in relationship nor is there any dispute that the agreement has been entered into on 05.01.2019. I have to go through the agreement in order to conclude whether the agreement was subsisting on the date on which the new Rent Control Act came into force.

13. A perusal of the lease agreement shows that the agreement was entered into for a period of 11 months commencing from 01.03.2018. There is a further stipulation that the lease **may** be renewed for a term of 11 months from time to time by mutual consent of parties uptill 01.04.2026. It is on the basis of Clause (2) of the lease agreement that Mr.Arun C Mohan had been emboldened to make a statement that there is a valid agreement till 01.04.2026.

14. I am not in a position to agree with him. This is because, clause (1) of the lease agreement specifically states that the agreement commences from 01.12.2018 and is valid only for a period of 11 months, which implies that it would have expired on 01.11.2019.



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15. With respect to clause (2), my reading of it shows that it is up to the parties to negotiate and enter into a fresh agreement again for a period of 11 months till 01.04.2026. In case, the landlord had not agreed for extension, as in the present case, the remedy for the tenant is to file a suit for specific performance seeking for extension of lease till 01.04.2026. Fortunately for the landlord, no such suit has been filed or is pending. This shows that the agreement had expired on 01.11.2019. Therefore, on these grounds I am not in a position to come to the rescue of the civil revision petitioner.

16. That being the position, there is no necessity to discuss whether there is a conflict between the view taken by Hon'ble Mr.Justice R.Subramanian and Hon'ble Mr.Justice V.Sivagnanam. All that this case deserves is an order of dismissal. Accordingly, the Civil Revision Petition stands dismissed. No costs. Consequently, the connected miscellaneous petition is closed.

15.11.2024

NCS : Yes/No
KST



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To

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The II Additional District and Sessions Judge,
Tiruvallur at Poonamallee



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V.LAKSHMINARAYANAN, J.

KST

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