



C.R.P.(MD)Nos.2006 and 2007 of 2023

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

Dated : 12.09.2024

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THE HONOURABLE MR.JUSTICE G.R.SWAMINATHAN

C.R.P.(MD)Nos.2006 and 2007 of 2023

and

C.M.P.(MD)Nos.10028 and 10031 of 2023

C.R.P.(MD)No.2006 of 2023:-

Krishnasamy

... Petitioner/Appellant/
Respondent/Tenant

Vs.

1.M.PL.Avichi (Died)

(1st Respondent is represented by his Power Agent /
2nd respondent)

2.PL.Meyyappan,

3.Vadamalai

4.A.V.Meyyappan

5.AV.Umayal

6.AV.Karthick Arunachalam ...Respondents

*(Respondents 3 to 6 are brought on record as LR's of
the deceased 1st respondent vide order dated
01.07.2024 made in C.M.P.(MD)Nos.16513 and 16463
of 2023 in C.M.P.(MD)Nos.2006 and 2007 of 2023
respectively by DBCJ)*

Prayer: Civil Revision Petition is filed under Article 227 of the Constitution of India, to call for the records relating to the judgment and decree dated 25.04.2023 made in RLTA No.02 of 2022 on the file of Rent Tribunal (Principal District Judge), Sivagangai, confirming the order and decree dated 26.08.2022



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made in RCOP No.38 of 2022 (Old RCOP No.10 of 2019) on the file of District Munsif cum Rent Controller, Karaikudi, set aside the same and allow this civil revision petition.

For Petitioner : Mr.S.Srinivasa Raghavan

For Respondents : Mr.V.R.Shanmuganathan

C.R.P.(MD)No.2007 of 2023:-

P.Arumugam ... Petitioner/Appellant/
Respondent/Tenant

Vs.

1.M.PL.Avichi (Died)
(1st Respondent is represented by his Power Agent /
2nd respondent)

2.PL.Meiyyappan,

3.Vadamalai

4.A.V.Meiyyappan

5.AV.Umayal

6.AV.Karthick Arunachalam ...Respondents

*(Respondents 3 to 6 are brought on record as LR's of
the deceased 1st respondent vide order dated
01.07.2024 made in C.M.P.(MD)Nos.16513 and 16463
of 2023 in C.R.P.(MD)Nos.2006 and 2007 of 2023
respectively by DBCJ)*

Prayer: Civil Revision Petition is filed under Article 227 of the Constitution of India, to call for the records relating to the judgment and decree dated 25.04.2023 made in RLTA No.03 of 2022 on the file of Rent Tribunal (Principal District Judge), Sivagangai, confirming the order and decree dated 26.08.2022



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made in RCOP No.41 of 2022 (Old RCOP No.14 of 2019) on the file of District Munsif cum Rent Controller, Karaikudi, set aside the same and allow this civil revision petition.

For Petitioner : Mr.S.Srinivasa Raghavan

For Respondents : Mr.V.R.Shanmuganathan

* * *

COMMON ORDER

Heard both sides.

2.The tenants are the revision petitioners herein. The land lord filed R.C.O.P.Nos.38 and 41 of 2022 on the file of the District Munsif Cum Rent Controller, Karaikudi for evicting the revision petitioners on the grounds of demolition, reconstruction and another grounds. The eviction petitions were allowed vide order dated 26.08.2022. Questioning the same, the tenants filed R.L.T.A.Nos.2 and 3 of 2022 before the Principal District Judge / Rent Tribunal, Sivagangai. The appeals were dismissed on 25.04.2023. Challenging the same, the present civil revision petitions came to be filed.



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3.The learned counsel for the revision petitioners reiterated all the contentions set out the memorandum of grounds of revisions and called upon this Court to set aside the impugned orders and allow the civil revision petitions as prayed for.

4.Per contra, the learned counsel for the landlord submitted that the impugned orders are well reasoned and that they do not call for interference. He pressed for dismissal of the civil revision petitions.

5.I carefully considered the rival contentions and went through the materials on record. Admittedly, the agreement between the parties had not been registered. This furnishes a sufficient ground under Section 2 (a) and (e) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 for eviction of the the tenants. The issue raised in these civil revision petitions is no longer *res integra*. It has been authoritatively settled in the decision reported in **(2022) 2 MLJ 482 (S.Muruganandam Vs. J.Joseph)**. Paragraph Nos.13 and 16 of the said decision read as follows:-

“13. From the instances that had arisen in these six revisions, the different types of cases that may arise before the Rent Court can be broadly classified as follows:



- i. *Written tenancy created prior to and expired prior to the commencement of the Act (Tenant holding over under an oral tenancy);*
- ii. *Oral tenancies created prior to the new Act and no written agreement entered into;*
- iii. *Written tenancies created prior to the new Act and the period expired after the commencement of the Act;*
- iv. *Written tenancies entered after the commencement of the new Act not registered but subsisting;*
- v. *Written tenancies created after the commencement of the new Act and had presently expired (either registered or unregistered)*
- vi. *Oral tenancies created after the new Act.*

16. *I have enumerated the six possible contingencies that would arise in respect of either execution of a written agreement or registration thereof under the provisions of the New Act. As far as the first three contingencies are concerned, it can straight away be concluded without much difficulty that all of them will be covered by [Section 4\(2\)](#) and its proviso. Thus the landlord would have the right to invoke [Section 21\(2\)\(a\)](#) to seek eviction of such tenants. This is for the reason that the predecessor enactment recognised oral tenancies and the general law namely the [Transfer of Property Act](#) also recognised oral tenancies. [Section 107](#) of the Transfer of Property Act, which deals with creation of a tenancy, reads as follows:*

107. Leases how made.— *A lease of immoveable property from year to year, or for any term exceeding one year, or reserving a yearly rent, can be made only by a registered instrument.*



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All other leases of immoveable property may be made either by a registered instrument or by oral agreement accompanied by delivery of possession.

Where a lease of immoveable property is made by a registered instrument, such instrument or, where there are more instruments than one, each such instrument shall be executed by both the lessor and the lessee:

Provided that the State Government may from time to time, by notification in the Official Gazette, direct that leases of immoveable property, other than leases from year to year, or for any term exceeding one year, or reserving a yearly rent, or any class of such leases, may be made by unregistered instrument or by oral agreement without delivery of possession."

6.The Courts below have relied on the aforesaid decision of the Madras High Court for allowing the eviction petitions. Interference is not warranted. The civil revision petitions are dismissed. Three months time is granted for vacating the premises. Consequently, connected miscellaneous petitions are closed.

12.09.2024

NCC : Yes / No
Index : Yes / No
Internet : Yes / No
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To:

- 1.The Rent Tribunal (Principal District Judge),
Sivagangai.
- 2.The District Munsif cum Rent Controller,
Karaikudi.



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G.R.SWAMINATHAN, J.

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