



W.P.(MD)Nos.28758 & 28759 of 2023

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 08.02.2024

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THE HONOURABLE MRS.JUSTICE V.BHAVANI SUBBAROYAN

W.P(MD)Nos.28758 & 28759 of 2023

S.Balasubramanian

... Petitioner
in both writ petitions

Vs

1.The Rent Authority,
Revenue Divisional Officer,
District Collectorate Buildings,
Madurai-625 020.

...1st Respondent
in both writ petitions

2.S.R.V.Surendran

... 2nd Respondent
in W.P(MD)No.28758/2023

2.V.Meena

...2ⁿ Respondent
in W.P(MD)No.28759/2023

Prayer in both writ petitions: Writ Petitions filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Mandamus, directing the first respondent to register the rental agreement between the petitioner and the second respondent based upon the representations made by the petitioner, dated 02.11.2023 and 23.11.2023.

For Petitioner

: Mr.K.K.Kannan

For R1

: Mr.P.Thambidurai

Government Advocate

For R2

:Mr.Babu Rajendran



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Though the agreement is reduced in writing, dated 27.01.2020, he has been inducted as tenant in the same place for the past 10 years. Due to the continuous lock down and scarcity of human resource, the hotel business met heavy loss. Therefore, there was some irregular in payment of the rent. The Tamil Nadu Regulation of Rights and Responsibilities of Landlord and Tenant's Act, 2017 came into force on 22.02.2019, however, the second respondent agreed to rent out the property by written agreement without reference to Section 4 of the above Act. Thereafter, the second respondent did not take any steps to register the rental agreement before the first respondent. Since the second respondent in both cases were receiving rent from the petitioner and the tenancy was going smoothly until the second respondents filed R.L.T.O.P.Nos. 19 & 21 of 2023 under Section 21(2)(a)(b)(g) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlord and Tenant's Act 2017 before the Rent Court, Madurai and finally the case was partly allowed by an order, dated 17.11.2023.

4. He further submitted that the reason for allowing the R.L.T.O.P.Nos.19 & 21 of 2023 is simpliciter of the reason that he has failed to register the rental agreement before the appropriate authority. Further, the Rent Court dismissed the plea of repossession as claimed by the second respondents since Section



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21(2)(b) and 21(2)(g) of the Act cannot be entertained as there was no such tenancy agreement between the petitioner and the second respondent. In the above circumstances, for registration of the rental agreement with the second respondent, he made an application before the first respondent on 02.11.2023 and subsequently, on 23.11.2023 but the same is not considered by the first respondent. The first respondent is the designated authority to register the rental agreement under the Tamil Nadu Regulation of Rights and Responsibilities of Landlord and Tenant's Act. Hence, the petitioner has approached this Court by way of filing the present Writ Petition for the relief stated supra. The learned counsel for the petitioner has relied on the judgment in ***Ashok Kumar Kothari vs. Rajiv B.Sampt and others*** reported in ***2023(1)MWN (Civil) 718***.

5. The second respondent in W.P(MD)No.28759 of 2023 filed counter affidavit and stating that she has filed R.L.T.O.P.No.19 of 2023 under Section 21(2)(a),(b) and (g) of Tamil Nadu Regulation of Rights and Responsibilities of Landlord and Tenant Act, 2017 before the Rent Court/District Munsif, Madurai. When the matter was pending before the Rent court, the petitioner herein on his own handed over the possession of the property to him on 14.08.2023 and also executing a letter to that effect.



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6. The Rent Court by its judgment, dated 22.11.2023 held as follows:

“The Respondent (the petitioner herein) admits the tenancy relationship. The respondent also admits that there is no written tenancy agreement as per the new Act. But the respondent contended that he is ready to register the tenancy agreement and the petitioner was not willing to register the same”.

From the overall discussion, this Court comes to the conclusion that the petitioner is entitled to the repossession of the petition property under Section 21(2)(a) of Tamil Nadu Regulation of Rights and Responsibilities of Landlord and Tenant Act, 2017.

7. The Rent Court passed the judgment on 22.11.2023. The petitioner herein approached the first respondent by way of his representation, dated 02.11.2023 and 23.11.2023. According to him, she has not entered any such agreement in writing with regard to the tenancy as required under Section 4(2) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlord and Tenant Act, 2017 and therefore, the question of registering the tenancy with the Rent Authority does not arise. The petitioner has no enforceable right to compel the second respondent to enter into a rental agreement. In the absence of an enforceable right, the petitioner cannot maintain the writ petition. The second respondent in W.P(MD)No.28758 of 2023 also stated the same facts.



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8. The learned Government Advocate appearing for the first respondent filed counter and stating that the writ petition filed by the petitioner is not maintainable either in law or on facts. Since the plea of the petitioner was already considered by the first respondent vide letter No.7728/2023/J, dated 05.12.2023 and directed the petitioner to apply the rental agreement through online web portal and if the petitioner properly applies through the above cited online application, his plea will be considered in the manner known to law. Hence, the writ petition is not maintainable. If the petitioner applies for the same through online, his application will be scrutinized and a message will be sent to him for appearing before the respondent for producing the necessary documents and the same will be considered by following due process of law.

9. The petitioner's grievance is that he has sent the rental agreement, but the first respondent has not accepted the same.

10. In this view of the matter, it is to be seen that there was no rental agreement between the parties and the default in payment of rent was also established against the petitioner. Rent Court categorically found that there is no written agreement existing between the parties as stipulated under Section 4(2) of New Act. The petitioner has no enforceable right to compel the



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landlord to enter into a rental agreement. In the absence of an enforceable right, Court cannot direct the landlord to enter into a written agreement. This has been reiterated by various judgment of this Court. The judgment relied on by the learned counsel for the petitioner is not applicable to the facts of the present case.

11. Accordingly, this writ petition is dismissed. No costs. If the petitioner has got any alternative remedy, he has to proceed in the manner known to law.

08.02.2024

Index : Yes/No

Internet: Yes/No

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To

The Rent Authority,
Revenue Divisional Officer,
District Collectorate Buildings,
Madurai-625 020.



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V.BHAVANI SUBBAROYAN, J.

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