



C.R.P.No.2188 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 13.06.2025

CORAM :

THE HONOURABLE MR. JUSTICE N. SATHISH KUMAR

C.R.P.No.2188 of 2025

and

C.M.P.No.12763 of 2025

1.S.R.Ravichandran

2.Sri Thillai Ganesh Hotel
Represented by its Partner
S.R.Ravichandran,
No.87/8-1, Sengalaneer Pillaiyar Koil Street,
Chidambaram – 608 001.

... Petitioners

Vs.

Vaduganathan Talkies
Partnership Firm,
Represented by its Partner
L.Subbaiah
No.87/B, Sengalaneer Pillaiyar Koil Street,
Chidambaram – 608 001.

... Respondent

PRAYER: Civil Revision Petition filed under Article 227 of the Constitution of India against the fair and decretal order dated 29.10.2024 in R.L.T.A.No.1 of 2024 on the file of the Principal District Court, Cuddalore, confirming the order dated 23.06.2023 passed in R.L.T.O.P.No.5 of 2021 on the file of the Principal District Munsif Court, Chidambaram.



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For Petitioners : Mr.A.Muthukumar

For Respondent : Mr.V.G.Sureshkumar

ORDER

Challenging the concurrent findings of the Courts below ordering eviction, the present revision has been filed.

2.The 1st petitioner is a tenant under the respondent. The initial rent paid was Rs.950/-. An advance of Rs.4,00,000/- was also paid thereafter by the 1st petitioner/tenant to the respondent/landlord. Admittedly, there is no rental agreement between the tenant and the landlord. After the commencement of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (hereinafter referred to as “TNRRLT Act” for brevity), the landlord sent a notice dated 02.12.2020 to the tenant pointing out that there is no tenancy agreement. Though the tenant issued a reply notice, dated 28.12.2020, raising several allegations, he did not come forward to enter into a tenancy agreement with the landlord. Stating that there is no tenancy agreement between the parties and that the landlord requires the premises for carrying out alterations and also for own occupation, the landlord filed the application in



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R.L.T.O.P.No.5 of 2021 before the Principal District Munsif Court, Chidambaram, for eviction under Sections 21(2)(a), 21(2)(e) and 21(2)(g) of the TNRRRLT Act. The Rent Court allowed the application on the ground of Section 21(2)(a), as the parties have not entered into a tenancy agreement as mandated under Section 4(2) of the Act, however, dismissed the petition on the grounds of Sections 21(2)(e) and 21(2)(g) of the Act. The matter was taken on appeal by the tenant before the Principal District Court, Cuddalore, in R.L.T.A.No.1 of 2024. The Rent Appellate Court also confirmed the order of the trial Court. Challenging the concurrent findings of the Courts below ordering eviction, the present revision is filed by the tenant.

3.Learned counsel for the revision petitioner submitted that the landlord was not interested in entering into a tenancy agreement with the tenant as mandated under the Act. It is his contention that the landlord cannot blame the tenant for the non-execution of any written agreement after the commencement of the new Act.

4.Heard the learned counsel on either side and perused the material documents available on record.



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5. Admittedly, this is a case of oral lease and there is no written tenancy agreement between the parties from the inception. However, after the advent of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, which came into force with effect from 22.02.2019, an agreement is mandatory to claim rights under this Act and in order to avail the benefits under the Act, Section 4 directs the parties to enter into an agreement compulsorily, that too, even for existing tenancy. Time limit is also set out within which agreement should be entered into between the parties. The main object of the TNRRRLT Act is to regulate the rent as per the terms agreed between the parties. Since the Act itself aims to regulate the rent on the basis of the terms of the contract, the parties have an obligation to enter into a contract, failing which, it may be one of the grounds for seeking eviction under Section 21(2)(a) of the Act in terms of proviso to Section 4(2) of the Act, 2017, which contemplates that irrespective of the failure on the part of either landlord or tenant in entering into an agreement, eviction can be sought on this sole ground.

6. It is relevant to note that the tenant must have shown some evidence to the extent that he was ready to enter into an agreement with a reasonable



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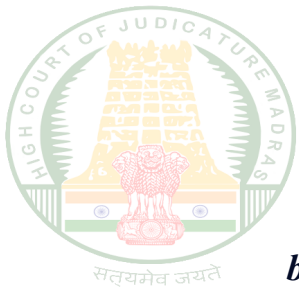
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rent as per the market value and that it was the landlord, who refused to enter into an agreement, in the absence of which, it cannot be said that the order of eviction is bad in the eye of law.

7. In other words, the above makes it clear that, non-entering into an agreement in writing even on the mistake on either side will give rise to a cause of action for the landlord to seek eviction under Section 21(2)(a) of the new Act. This Court, in the case of *S.Muruganandam v. J.Joseph* reported in **2022 (2) CTC 291 (Mad)**, has held as follows :

“9.It gives the right to the landlord to sue for repossession de hors the fact that the landlord may be at fault and he may be the reason for non-renewal or failure to enter into an agreement in writing. It is not open to a tenant to contend that despite his request, the landlord did not execute an agreement in writing and therefore, the landlord cannot invoke Section 21(2)(a) seeking repossession. This anomaly or the deficiency throws up several new challenges, before the Rent Courts. Various situations emerge under which the Rent Court has to consider the effect of absence of an agreement in writing.

10.The Scheme of the New Act requires tenancies to be in writing or to be converted into writing and in both cases to



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be registered as specified under the Act. Under the scheme of the Act, the tenancies can be split into two kinds, one the tenancies that were created prior to the enactment and tenancies that were created after the enactment. As far as the tenancies that were created after the enactment, the parties have no other choice but to enter into a written agreement and have it registered as provided under the Act. As regards the tenancies which has been entered into prior to the enactment, the parties are required to reduce the terms of the tenancy into writing and have it registered or if the tenancy is in writing to have it registered under the new Act. Therefore, the Act in effect does away with oral tenancy.”

8. Therefore, the provisions of Section 4 of the new Act and the judgment of this Court referred *supra* make it clear that, in respect of the tenancy, the parties are required to enter into an agreement. Failure to enter into such agreement, even on the mistake on either side, is also one of the grounds for evicting the tenant.

9. In this regard, this Court in the case of ***Habeeb Hardware and another vs. M.D.Gajarajakumar*** made in ***CRP.Nos.4509 and 4511 of 2024***, dated 13.12.2024, has held as follows :



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“7.As far as the contention that the tenant is always ready and willing to execute the agreement, no documents were exhibited by the tenants. Be that as it may, the very New Act came into force on 22.02.2019. The main object of the Act is to regulate the rent as per the terms and conditions of the agreement between the landlord and the tenant. It also aims at balancing the rights and responsibilities of landlords and tenants and provide regulations of the rent as per the agreement. The very object of the Act is to regulate the rent between the landlord and the tenant as per the terms agreed between the parties. Only to achieve such terms to be entered between the parties, Section 4 makes it clear that even in respect of the existing tenancy when there is no agreement entered between the parties, the parties were required to enter an agreement in writing within a period of 575 days from the date of commencement of Act, i.e., 22.02.2019. Proviso to sub-section (2) to Section 4 of the New Act makes it clear that irrespective of the failure on the part of the tenant or the landlord in entering an agreement, the same will give right to either the landlord or the tenant to apply for termination of the tenancy under clause (a) of sub-section (2) of Section 21 of the new Act. In other words, the above proviso makes it clear that non entering of agreement in writing, even on the mistake of both sides, will give rise to cause of action to the landlord for eviction under Section 21 of the New Act.



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8. Though, the sub-section (2) to Section 4 of the New Act makes it clear that parties are directed to enter an agreement in writing with regard to the tenancy within a period of 575 days from the date of commencement of Act, i.e., 22.02.2019; directing the parties to enter an agreement in writing is in view of this Court only to regulate the rent as per the market value, since the very object of the New Act is to regulate the rent on the basis of the terms settled between the parties in agreement. This intention of the legislation can be gathered from the subsequent provisions introduced under the New Act. Section 8 of the New Act defines what is rent payable, which reads as follows:

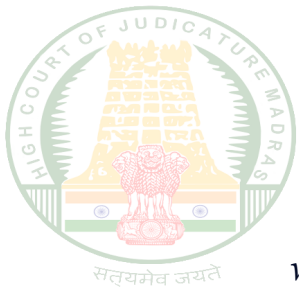
"8. Rent payable.— The rent payable in relation to a premises shall be,—

(a) in case of new tenancies entered into after the commencement of this Act, the rent agreed to between the landlord and the tenant at the commencement of the tenancy;

(b) in case of tenancies entered into before the commencement of this Act, where no agreement was executed between the parties, the rent agreed to between the landlord and the tenant in the agreement executed between them under sub-section (2) of section 4 ;

(c) in case of tenancies entered into before the commencement of the Act, where an agreement in writing was already entered into, the rent agreed to between the landlord and the tenant in such agreement."

9. Clause (b) of Section 8 of the Act makes it clear that even in respect of the earlier tenancy, where no written agreement was executed between the parties, the rent payable



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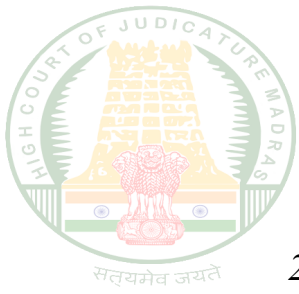
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would be the rent that is agreed upon between the landlord and the tenant in such agreement which is to be duly executed as required under sub-section (2) of section 4. The above mandatory provision requires the parties to enter an agreement in writing only in order to regulate the rent as per the terms of the parties and not based on old rent. If at all, the intention of the legislation was only to enter an agreement with regard to the existing rent alone, Section 8 (b) would not have been brought under the statute to define what is the rent payable even in respect of the old tenancy.

10. Such view of the matter, this Court is of the view that merely the basis of the submissions that the tenants were ready and willing to execute the agreement will not alone be a ground to resist the eviction. Only when the tenants have bonafidely come forward to execute the agreement in writing with a reasonable market rent prevailing at the relevant point of time, it can be said that the landlord purposely did not agree to enter an agreement only for the purpose of eviction.”

10. This Court, in the case of ***V.S.Mohan vs. Sarath Naseera and others (CRP (PD) No.782 of 2023)*** decided on 30.07.2024, has held as follows:

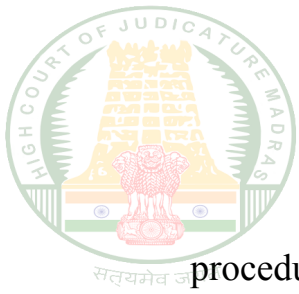
“16. Under Section 4(1) of the Tamil Nadu Act 42 of



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2017, the concept of oral tenancy has been abolished. The new Act demands that any person taking possession of the property as a tenant or any person giving the property under tenancy as a landlord, should do so only by way of an agreement in writing. In case, tenancy agreement in writing is not entered into between the parties, then Section 4(2) proviso makes it clear that the landlord or the tenant can apply for termination of tenancy under Clause (a) of sub-section 2 of Section 21 of the Tamil Nadu Act 42 of 2017. The effect of Section 21(2)(a) is also clear. Under the said provision, if an application is made to the learned Rent Controller and the learned Rent Controller finds that the landlord and tenant have failed to enter into an agreement, then, he shall pass an order of recovery. Reading Section 4(2) proviso along with Section 21(2)(a), I am able to see that a right is given to the landlord/tenant to seek for termination of tenancy if no agreement has been entered into. If that is the situation which prevails, then, the learned Rent Controller merely passes an order recognising the existence of such situation and orders recovery of possession.”

11.As held by this Court, the rent shall be as per the terms agreed between the parties. The new Act has also got a separate mechanism for revision of rent, which is contained in Section 9 of the new Act. As per Section 9 of the new Act, the revision of rent between the landlord and tenant shall be as per the terms set out in the tenancy agreement. The



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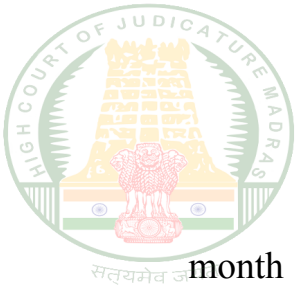
procedure for increase of rent is also set out in Section 9.

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12. Therefore, a combined reading of Section 4, Section 8 and Section 9 of the new Act will make it clear that the new rent has to be fixed only as per the terms agreed by the parties and the revision of rent has to be as per the terms set out in the agreement. The procedure by which the revision should take place is also contemplated under Section 9 of the new Act.

13. Admittedly, the tenant has not established anything before the Rent Court as well as Appellate Court to substantiate that he had taken steps and was ready to execute the agreement. Therefore, this Court is not inclined to interfere with the concurrent findings of the Courts below, ordering eviction under Section 21(2)(a) of the Act.

14. When the Court was about to dismiss the revision on merits, the revision petitioners/tenants filed an undertaking before this Court stating that the tenants will vacate and hand over the vacant possession of the demise premises on or before 12.06.2026. They have also undertaken to pay the arrears of rent of Rs.68,400/- and to continue to pay the rent every



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month till they vacate and hand over vacant possession to the respondent.

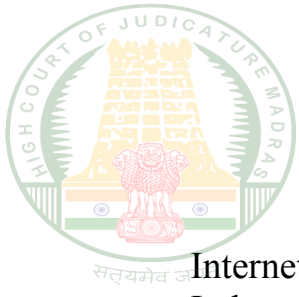
The affidavit of undertaking filed by the petitioners is taken on record.

15.Though the petitioners have sought time for one year, this Court grants time till 31.12.2025 to vacate and hand over vacant possession of the subject premises to the respondent. As undertaken by the petitioner, till the petitioners vacate the premises, the petitioners shall continue to pay the rent without any default and shall also pay the accrued arrears of rent. It is made clear that, if there is any violation as against the undertaking made before this Court, the petitioners will be proceeded for contempt of Court. It is open to the parties to adjust the rent towards advance. Once the tenants vacate, the respondent/landlord shall refund the advance amount to the petitioners after making such adjustment.

16.With the above directions, this Civil Revision Petition is disposed of. No costs. Consequently, connected miscellaneous petition is closed.

13.06.2025

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Internet : Yes
Index : Yes / No
Speaking order / Nonspeaking order
Neutral Citation : Yes / No

To

- 1.The Principal District Judge,
Cuddalore.
- 2.The Principal District Munsif,
Chidambaram.
- 3.The Section Officer,
VR Section,
High Court of Madras.

N. SATHISH KUMAR, J.

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