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C.R.P.No.1367 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 01..07..2025

CORAM

THE HONOURABLE MR. JUSTICE N. SATHISH KUMAR

C.R.P.No.1367 of 2024

and

C.M.P.No.7348 of 2024

Mrs.Vasanth Devi Purohit

..... Petitioner

-Versus-

Krishna Baskar

..... Respondent

Petition filed under Article 227 of the Constitution of India praying to set aside the judgment and decree dated 07.11.2023 passed in R.L.T.A.No.115 of 2023 on the file of the learned VII Additional Judge, City Civil Court at Chennai, confirming the order and decree dated 14.02.2023 passed in R.L.T.O.P.No.5 of 2020 on the file of the learned XIII Jude, Court of Small Causes, Chennai and thereby allow the civil revision petition.

For Petitioner : *Dr.A.Thiyagarajan,*
Senior Counsel for
Mr.M.Sunilkumar

For Respondent : *Mr.V.Sivakumar for*
M/s.P.B.Ramanujan Associates



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ORDER

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This Civil Revision Petition has been filed by the tenant challenging the concurrent findings of the learned Rent Controller dated 14.02.2023 in R.L.T.O.P.No.5 of 2020 and the learned Appellate Authority dated 07.11.2023 in R.L.T.A.No.115 of 2023, whereby an order of eviction was passed against the revision petitioner on the ground that no written tenancy agreement was entered into or in force after the commencement of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (“TNRRLT Act” for brevity).

2. The respondent/landlord contended that he is the absolute owner of the petition schedule premises, let out to the revision petitioner-tenant for non-residential purposes at a monthly rent of Rs.1,500/-. The revision petitioner-tenant unlawfully sublet the premises to Mr. Lakshman Singh and Mr. Prakash without prior written consent. Consequently, the respondent issued notices dated 09.06.2019, 24.06.2019, and 16.09.2019, terminating the tenancy and calling upon the revision petitioner-tenant to vacate. The revision petitioner-tenant, instead of complying, issued reply notices with baseless allegations. The respondent also pleaded that there was no written tenancy agreement in force as required under Section 4(2) of the Tamil Nadu Regulation of Rights



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and Responsibilities of Landlords and Tenants Act, 2017, and despite opportunities, the revision petitioner-tenant failed to comply. In view of the unauthorized subletting, violation of statutory obligations, and refusal to vacate after valid termination, the respondent filed the eviction petition.

3.1 The respondent-landlord denied the allegations made in the eviction petition and asserted that the petition is not maintainable in law or on facts. She claimed to be running a textile business in the premises for over 25 years and denied any subletting, stating that her husband manages the shop, and one alleged sub-tenant was merely an employee. She contended that she never refused to enter into a tenancy agreement and sent multiple replies expressing her willingness to regularize the tenancy on the old rent and settle the matter amicably. She also claimed to have paid a significant advance of Rs.5,00,000/- and had sent rent via money orders.

3.2 In her additional counter, the respondent argued that Section 21(2)(a) of the Tamil Nadu Tenancy Act can be invoked only when both landlord and tenant fail to execute a written agreement. Since she was always willing to execute the agreement and the landlord failed to act, eviction under this provision is not maintainable. She further stated that the landlord failed to implead the rightful owners after the death of the original landlady, and is



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misusing the law for enhanced rent. She also pointed out that the building is in good condition and houses many tenants, suggesting that the eviction is motivated by rent enhancement and not genuine grounds. Thus, she prayed for dismissal of the eviction petition.

4. Although the ground of subletting was also raised in the eviction petition, the respondent-landlord ultimately confined the claim for eviction solely to the ground of non-execution of a written tenancy agreement after the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 came into force. The revision petitioner-tenant resisted the petition contending that the eviction was premature, and that the landlord ought to have awaited the expiry of the 575-day period contemplated under Section 4(2) of the Act before initiating eviction proceedings.

5. Based on the above pleadings, the rent court framed a lone point for consideration, namely, whether the eviction petition was liable to be allowed on the ground of failure to enter into a tenancy agreement as required under Section 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017.

6. During the enquiry of the eviction petition, the respondent-landlord examined himself as P.W.1 and marked Exs.P1 to P5 in support of his case. On



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the side of the revision petitioner-tenant, no witness was examined and no documentary evidence was adduced.

7. The rent court, upon consideration of the available oral and documentary evidence, held that the eviction petition was not premature and that, under the provisions of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, the landlord was entitled to seek eviction in the event of the tenant's failure to enter into a written tenancy agreement after the commencement of the Act. Accordingly, the rent court allowed the eviction petition. Aggrieved by the said order, the tenant preferred an appeal before the rent tribunal, which also dismissed the appeal and confirmed the order of eviction. Further aggrieved by the concurrent findings of both the authorities below, the tenant has filed the present Civil Revision Petition before this Court.

8. Though several grounds are raised in the revision, the main ground canvassed by the learned counsel for the revision petitioner-tenant before this Court is that the eviction petition was filed prematurely, without awaiting the expiry of the 575-day period prescribed under Section 4(2) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017. Therefore, it is his contention that the eviction application is not maintainable.



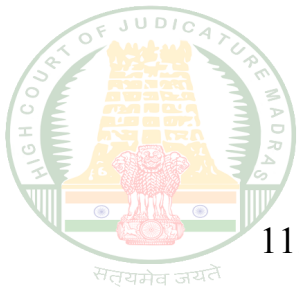
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In support of his submissions, the learned counsel relied upon the judgment in

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9. Per contra, the learned counsel for the respondent-landlord contended that the landlord need not wait for the expiry of the period prescribed under the statute to initiate eviction proceedings. It is further contended that the very object of the Act is to regulate rent based on the terms agreed between the parties, and that such rent must be fixed in accordance with the prevailing market value. When the Act itself is enacted to ensure rent regulation, the petitioner-tenant cannot take undue advantage of the time limit specified therein.

10. The learned counsel for the respondent-landlord refuted the contention of the petitioner-tenant that the period mentioned under Section 4(2) of the TNRRRLT Act must expire before an eviction application can be entertained. The learned counsel submits that the time limit under the said provision is only intended to provide an opportunity for both parties to execute a written agreement. When the petitioner-tenant has deliberately failed to take steps to enter into such an agreement, the same cannot be used to non-suit the eviction application or render it per se not maintainable.



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11. The tenant-landlord relationship between the petitioner and the respondent is not disputed. Admittedly, there is no written agreement entered into between the parties, as mandated under Section 4(2) of the TNRRRLT Act. Now, the main contention of the learned counsel for the petitioner is that the application filed for eviction is premature. The Tamil Nadu Act 42 of 2017, namely, the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, came into force on 22nd February, 2019 by repealing the old Act, namely, the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960 (Tamil Nadu Act 18 of 1960). In the original Act which came into effect from 22.02.2019, a period of 90 days is prescribed for the landlord and tenant to enter into an agreement in writing as per Section 4(2) of the Act. Later, the time period was extended to 210 days by Tamil Nadu Act 22 of 2019. Later, the time period was further extended to 575 days by Tamil Nadu Act 3 of 2020. It is relevant to note that the application has been filed on 07.12.2019 after the expiry of the period of 210 days which was in vogue prior to the amendment as per Act 3 of 2020.

12. In *M/s.Top Kapi v. S.Sarath Babu [C.R.P.No.445 of 2023, dated 06.04.2023]*, relied upon by the learned counsel for the petitioner, a learned Single Judge of this Court has held that an application filed before the expiry of



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575 days is not maintainable. I have gone through the said judgment. The

learned Single Judge has relied upon the judgment of the Hon'ble Supreme Court in *Yogendra Pratap Singh v. Savitri Pandey and another* reported in (2014) 10 SCC 713 arising out of Negotiable Instruments Act to maintain a complaint, wherein, it is held that there was no cause of action to maintain the complaint. The same analogy has been applied to the rent control proceedings. With great respect to the learned Single Judge, this Court is of the view that the very object of the Act has not been brought to the notice of the learned Single Judge.

13. The very object of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, which came into force in 2017, 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 into between the parties, Section 4 of the Act made it mandatory that, even in respect of the existing tenancy, when there is no agreement entered into between the parties, the parties are required to enter into an agreement in writing within a period of 575 days from the date of commencement of the Act, i.e., 22.02.2019. Proviso to Sub-Section (2) of Section 4 of the new Act makes it very clear that, irrespective of the failure on the part of the tenant or the



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landlord in entering into the 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.

14. 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 be registered as specified under the Act. Under the scheme of the Act, the tenancies can be split into two kinds, one the tenancies

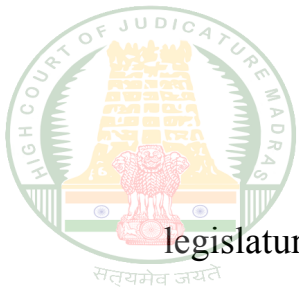


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that were created prior to the enactment and tenancies that were created after the enactment. As far as the tenancies that were created after the enactment, the parties have no other choice but to enter into a written agreement and have it registered 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.”

15. 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.

16. It is relevant to note that the landlord and the tenant are bound by the new Act, wherein, Section 4(2) directs the parties to enter into an agreement in writing with regard to the tenancy within a period of 575 days from the date of commencement of the new Act. Directing the parties to enter into such agreement, in the view of this Court, is 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 set out by the parties in the agreement. This intention of the



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legislature 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.”

17. This Court has consistently held in ***Babitha Devi v. Rajendra Kumar*** [C.R.P.No.2252 of 2024, dated 08.01.2025], ***Habeeb Hardware v. Noor Hardware*** [C.R.P.Nos.4509 & 4511 of 2024, dated 13.12.2024], and several other judgments, as follows :



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“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 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 subsection (2) of section 4. The above mandatory provision requires the parties to enter an agreement in writing only in order to 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.”

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

19. Therefore, a combined reading of Section 4, Section 8 and Section 9 of the new Act will make it clear that the old rent cannot be continued to apply and the rent will be fixed under the new Act. The new rent has to be fixed only

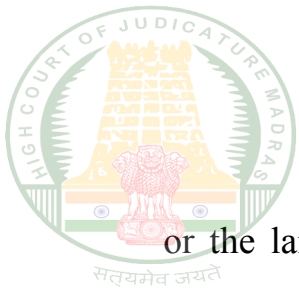


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as per the terms agreed by the parties and the revision of rent has to be as per

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.

20. Now, even assuming that the period stipulated under Section 4(2) of the TNRRRLT Act has not expired, the fact remains that the time period was extended to 575 days by way of Act 3 of 2020 which came into effect only from 20.09.2019. Prior to that, the time prescribed in the Statute was 210 days and the application has been filed within that particular period. When a party raises a ground that the application is premature, he has to show the prejudice caused to him. Unless prejudice is established on record, merely an application filed prematurely cannot be non-suited. The very pleadings of the parties clearly indicate that the landlord has been demanding written agreement from the date of purchase of the premises. However, the tenant has not come forward to enter into any terms as to the rent. Therefore, this Court is of the view that, merely because time period has been stipulated in the Statute for the parties to enter into agreement, that cannot be construed to mean that the parties have to wait till the expiry of the entire period stipulated in the Act, for filing an application for eviction. When the very object of the Act is to direct the parties to enter into an agreement to regulate the tenancy, it is for the tenant

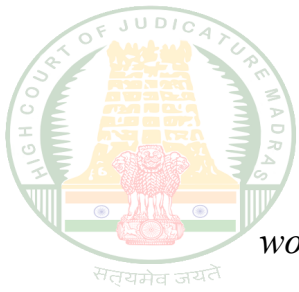


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or the landlord to take action in this regard immediately. They cannot be a mute spectator and wait till the expiry of the period stipulated. On record, this Court finds that no prejudice, whatsoever, is shown by the tenant in filing an application before the expiry of the period stipulated under Section 4(2) of the Act.

21. In the case of ***Vithalbhai Pvt. Ltd. v. Union Bank of India*** reported in **(2005) 4 SCC 315**, the Hon'ble Supreme Court has held as follows :

“21. Where the right to sue has not matured on the date of the institution of the suit an objection in that regard must be promptly taken by the defendant. The court may reject the plaint if it does not disclose a cause of action. It may dismiss the suit with liberty to the plaintiff to file a fresh suit on its maturity. The plaintiff may himself withdraw the suit at that stage and such withdrawal would not come in the way of the plaintiff in filing the suit on its maturity. In either case, the plaintiff would not be prejudiced. On the other hand, if the defendant by his inaction amounting to acquiescence or waiver allows the suit to proceed ahead then he cannot be permitted to belatedly urge such a plea as that would cause hardship, maybe irreparable prejudice, to the plaintiff because of lapse of time. If the suit proceeds ahead and at a much later stage the court is called upon to decide the plea as to non-maintainability of the suit on account of its being premature, then the court shall not necessarily dismiss the suit. The court



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would examine if any prejudice has been caused to the defendant or any manifest injustice would result to the defendant if the suit is to be decreed. The court would also examine if in the facts and circumstances of the case it is necessary to drive the plaintiff to the need of filing a fresh suit or grant a decree in the same suit inasmuch as it would not make any real difference at that stage if the suit would have to be filed again on its having matured for filing.”

22. Similar view has been taken by this Court in ***M/s.Motor Vehicles and Allied Association v. J.Paramanandam [C.R.P.(NPD) No.4199 of 2022, dated 29.04.2024]***. The learned Single Judge of this Court, in the said judgment, has held as follows :

“19.I would still have to deal with the issue whether the R.L.T.O.P. can be dismissed as premature since it was presented within 575 days from the date on which the Act came into force. Before, I enter into the case laws, one fact that I have to notice is that this petition was filed before the Amendment was made to the Act extending the grace period for entering into an agreement to 575 days. When the Act was originally notified, the time period was 90 days. Later, Section 4 (2) of the Act was amended and the time period was extended to 210 days. It was only in February 2020, the Act was further amended, extending the time period to 575 days.



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20. A perusal of the petition shows that this petition was filed before the Amendment of the Act in 2020, but after the expiry of the grace period of 210 days. Therefore, on the date of filing the petition, the R.L.T.O.P. was not hit by the Amendment.”

23. Even this Court, in ***Palkani v. J.Raghu and another [C.R.P.(NPD) No.4500 of 2024, dated 09.01.2025]***, has held as follows :

“18. As already pointed out, the main object of the Act, 2017 is to regulate the rent as per the terms agreed between the Landlord and Tenant. Merely expressing some intention for entering into an agreement, it cannot be said that the Tenant is really interested to enter into an agreement as per the market value. It is to be noted that even though a draft agreement along with notice dated 18.11.2019 was sent by the Landlords, a plea was taken by the Tenant that no such draft copy was received. Even assuming that there was no such copy attached along with the notice, the Tenant ought to have sent a reply, indicating the acceptance of the draft agreement on her side, which had not been done. Therefore, this Court is of the view that merely because a time period has been stipulated for the parties to enter into an agreement within 575 days, that cannot be construed to mean that the Landlords should wait till 575 days. Tenant cannot expect the Landlords to wait for 575 days to enable the Tenant to express her position in this regard. Therefore, the contention of the learned



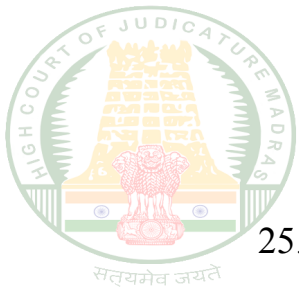
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counsel for the Tenant that the petition for eviction had been filed before expiry of 575 days is premature cannot be countenanced. Even assuming that the petition had been filed at the premature level, that cannot be a ground to dismiss the petition.

19.If really the Tenant was interested in executing the agreement, she could have very well made an attempt even during pendency of the petition. Whereas her reply dated 25.10.2019 indicates that she had expressed her willingness to enter into an agreement on the existing terms and not on the rent agreeable between the parties on terms. The case relied upon by the Tenant in the case of Ramesh Salunkhe vs. Pramila Jain (C.R.P.No.1996 of 2021) decided on 25.01.2022 will not be applicable to the facts of the case. In the above case, the Tenant was ready to enter into an agreement, whereas the Landlord did not want to extend the lease agreement and in that situation, this Court held that the petition is not maintainable, which is not the case herein.”

24. Further, as already pointed out, no prejudice, whatsoever, is caused to the tenant. If the tenant is really intended to enter into a tenancy agreement for a reasonable rent based on the market value, nothing prevented him from doing so. However, even during the pendency of the proceedings, he has not come forward to enter into an agreement. Therefore, it cannot be said that the application for eviction is not at all maintainable.



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25. It is further to be noted that Section 4(2) of the TNRRRLT Act mandates the parties to enter into an agreement and only a grace period has been given to do such exercise. In the entire Act, when carefully read, there is no statutory bar for filing any application within the grace period granted by the Statute. Grace period is mainly granted enabling the parties to enter into an agreement. The very amendments made from time to time extending the time limit from 90 days to 210 days and thereafter to 575 days, is only based on the representations received from the landlords and tenants to enter into such agreement and registering the same before the Rent Authorities. Therefore, merely because the Statute provides for grace period for entering into an agreement, that cannot be construed to mean that till the expiry of such period, eviction petition is not at all maintainable.

26. In fine, I do not find any merit in this revision. Accordingly, this Civil Revision Petition is dismissed. No costs. Consequently, connected miscellaneous petition is closed.

Index : yes / no

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Neutral Citation : yes / no

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To

1.The VII Additional Judge, City Civil Court, Chennai

2.The XIII Jude, Court of Small Causes, Chennai.



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N.SATHISH KUMAR.J.,

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