



C.R.P.No.1559 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 16.06.2025

CORAM :

THE HONOURABLE MR. JUSTICE N. SATHISH KUMAR

C.R.P.No.1559 of 2025

and

C.M.P.No.9080 of 2025

M/s.Rajiv Jewellers
Represented by its Proprietor,
R.Jayakumar,
Shop No.2, Ground Floor,
New No.78, Old No.84,
Sir Thyagaraya Road, T.Nagar,
Chennai – 600 017.

... Petitioner

Vs.

R.Roop Kumar

... Respondents

Prayer : Civil Revision Petition filed under Article 227 of the Constitution of India against the judgment and decree dated 27.01.2025 in R.L.T.A.No.243 of 2023 on the file of the XXI Additional City Civil Court, Allikulam, Chennai, qua Rent Tribunal, reversing the order and decree dated 17.08.2023 passed in R.L.T.O.P.No.640 of 2022 on the file of the XII Court of Small Causes, Chennai.

For Petitioner : Mr.K.Sivakumar
for M/s.P.B.Ramanujam Associates

For Respondent : Mr.M.Devendran



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ORDER

Challenging the order of the Rent Appellate Tribunal reversing the order of the Rent Court dismissing the application for eviction filed by the landlord under Section 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (hereinafter referred to as “the new Act”), the present revision has been filed by the tenant.

2. Brief background of the case is as follows :

2.1. The respondent is the owner and landlord of the property which consists of several shops. The petitioner is the tenant in respect of the petition premises on a monthly rent of Rs.15,437.28 together with Rs.2778.77 towards GST, amounting to Rs.18,216/- per month, carrying on business in the name and style of “Rajiv Jewellers”. There was no written agreement between the parties after July, 2014. By virtue of the new Act viz., Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, the landlord has sent a letter on 26.04.2019, enclosing the draft rental agreement fixing a sum of Rs.44,220/- as monthly rent, calling upon the tenant to enter into the rental agreement as per the



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new Act. Despite receipt of the letter with draft agreement, the tenant has failed to enter into the rental agreement. Therefore, once again, the landlord has sent a letter dated 19.04.2022 to enter into an agreement. The said letter was also received by the tenant on 20.04.2022. As the tenant failed to enter into the rental agreement, the landlord has terminated the tenancy by issuing a legal notice dated 30.08.2022, which was received by the tenant. However, no reply has been issued. Hence, the landlord filed an application for eviction before the XII Court of Small Causes, Chennai, in R.L.T.O.P.No.640 of 2022, seeking eviction under Section 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017.

2.2.It is the contention of the tenant before the Rent Court that he is occupying the petition premises as a tenant and he has been paying the monthly rent at the rate of Rs.18,216/-. It was further stated that the landlord is none other than the brother of the tenant. The landlord had earlier instituted a rent control proceedings in R.C.O.P.No.1106 of 2003 against the tenant for fixation of fair rent, which went up to revision before the High Court in C.R.P.No.1162 of 2011. The High Court has fixed the



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fair rent of Rs.15,437.28, which, inclusive of GST is Rs.18,216/-. The tenant has been paying the said rent all along without any default or delay directly to the Bank account of the landlord. It is his contention that the rental agreement sent by the landlord reflecting the monthly rent at a fanciful rate of Rs.44,220/- is in complete violation of the orders passed by the High Court in C.R.P.No.1162 of 2011. It is stated that the tenant has also sent a letter indicating that the said draft agreement was in contravention of the orders of the High Court. According to the tenant, the new rent should be in consonance with the orders of the High Court. Therefore, the tenant opposed the eviction petition.

2.3.The Rent Court, taking note of the fact that fair rent has been fixed for a sum of Rs.18,216/- by the High Court, held that the demand of a sum of Rs.44,220/- unanimously by the landlord, is against the law, and thereby, non-suited the landlord.

2.4.The matter was taken on appeal before the XXI Additional City Civil Court, Chennai, in R.L.T.A.No.243 of 2023. The Rent Appellate Tribunal has allowed the appeal and ordered eviction on the ground that, as



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a new rental agreement has not been entered into between the parties as per Section 4(2) of the new Act, the same entitles the landlord to seek eviction under Section 21(2)(a) of the new Act.

2.5.Challenging the order of the Rent Appellate Tribunal, the present revision has been filed by the tenant.

3.The main contention of the learned counsel for the petitioner/tenant is that, as fair rent has already been fixed under Section 4 of the Tamil Nadu Buildings (Lease & Rent Control) Act, 1960 (hereinafter referred to as “the old Act”), rent cannot be changed thereafter as per Section 5 of the old Act. Therefore, demanding extra rent after the new Act came into force, cannot be permitted in the eye of law. It is his contention that the landlord, at the most, is entitled to enter into an agreement quoting the fair rent already fixed by the High Court in earlier proceedings in C.R.P.No.1162 of 2011. According to him, this Court in ***Ramesh Salunkhe v. Pramila Jain*** [***C.R.P.(NPD) No.1996 of 2021, dated 25.01.2022***], has clearly held that the landlord cannot enhance the rent higher than the existing rent. According to the learned counsel, Section 4(2) of the new Act makes it clear that the



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parties are required to enter into an agreement in writing with regard to “that tenancy”. The word “that tenancy” indicates only the existing rate of rent. Therefore, it is his contention that the order passed by the Rent Appellate Tribunal, cannot be sustained in the eye of law.

4. Whereas, the learned counsel appearing for the respondent/landlord would submit that, though fair rent has been fixed by the High Court in the year 2011, the earlier proceedings have been concluded. After the advent of the new Act, the rights and liabilities of the landlord and tenant shall be governed only as per the new Act, not under the old Act. Therefore, now, when the old Act itself has been repealed, the order passed long back cannot be taken advantage. It is his contention that the property is a commercial property and in fact, the very adjacent property is now fetching a rent of about Rs.1,10,000/- per month. That apart, it is his contention that the new Act first requires agreement to be entered into between the parties in respect of the premises and the rent is to be fixed as per the terms agreed between the parties. Therefore, the tenant cannot take advantage of the old rent fixed under the repealed Act. Therefore, the learned counsel would submit that the Appellate Tribunal has rightly ordered eviction under



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Section 21(2)(a) of the new Act.

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5.In view of the submissions made by the learned counsel on either side, the point that arises for consideration in this revision is whether the fair rent fixed earlier in the rent control proceedings initiated two decades ago, can be pressed into service for not entering into a rental agreement as mandated under Section 4(2) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 ?

Point :

6.An application has been filed by the landlord for eviction on the ground of non-entering into contract, namely, the rental agreement. As per the new Act, namely, Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, irrespective of the failure on either side, if the agreement is not entered between the landlord and the tenant in respect of the premises, the same will give rise to a cause of action for the landlord to seek eviction under Section 21(2)(a) of the new Act. 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



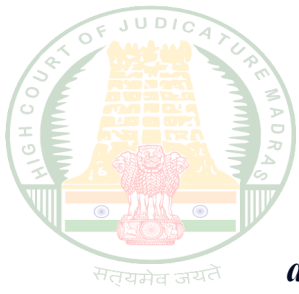
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regulate the rent between the landlord and the tenant as per the terms agreed between the parties. Only to achieve such terms to be entered into between the parties, Section 4 of the Act made it mandatory that, even in respect of the existing tenancy, 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 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.

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 dehors the fact that the landlord may be at fault



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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 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.”



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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.

8. Admittedly, after the new Act came into force, the landlord has requested the tenant to enter into a written agreement on a monthly rent of Rs.44,220/- and he has also sent a communication in this regard which is marked as Ex.P1 and Ex.P5. Despite receipt of the notice in this regard, the tenant has not come forward to enter into an agreement and no reply, whatsoever, has been sent immediately. Whereas, in the counter statement, it is the contention of the tenant that, since the fair rent has already been fixed to the tune of Rs.18,216/- by this Court in the year 2011 in respect of the same premises, as the same has also been paid continuously, fixation of exorbitant rent of Rs.44,220/- unanimously by the landlord cannot be permitted. According to the tenant, the rental agreement ought to have been only in respect of the old rent.



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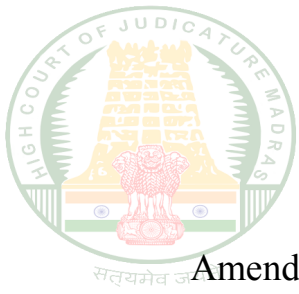
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9.It is relevant to note that, before the new Act came into force, the old Act, i.e., Tamil Nadu Buildings (Lease & Rent Control) Act, 1960, was in vogue. There were special provisions for fixation of fair rent under the old Act. Section 4 of the old Act deals with fixation of fair rent. Section 5 of the old Act makes it clear that, once the fair rent of the building is fixed or re-fixed under the old Act, no further increase in such fair rent shall be permissible, except in cases where some addition, improvement or alteration has been carried out at the expenses of the landlord and if the building is then in the occupation of the tenant, at his request. Clause (3) of Section 5 of the old Act reads as follows :

“5.Change in fair rent in what cases admissible :

... (3) Where the fair rent of any building has been fixed before the date of the commencement of Tamil Nadu Buildings (Lease and Rent Control) Amendment Act, 1973, the landlord or the tenant may apply to the Controller to refix the fair rent in accordance with the provisions of Section 4 and on such application, the Controller may refix the fair rent.”

10.Where the fair rent of any building is fixed before the date of commencement of Tamil Nadu Buildings (Lease and Rent Control)



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Amendment Act, 1973, the landlord or the tenant may apply to the Controller to re-fix the fair rent in accordance with the provision of Section 4, and on such application, the Controller may re-fix the fair rent. The above provision makes it very clear that, even if any fair rent has already been fixed, liberty is given to the landlord and tenant to apply for fixation of fair rent as per the Section 4 of the Tamil Nadu Buildings (Lease and Rent Control) Amendment Act, 1973. The above further indicates that the rent shall be fixed only as per the existing laws. Therefore, even any fair rent fixed prior to the amendment, is sought to be re-fixed as per Section 4 of the old Act. Therefore, the above makes it very clear that the parties are governed by the respective laws existing at the relevant point of time.

11. Admittedly, in this case, fair rent has been fixed in the year 2011 to the tune of Rs.18,216/-. No doubt, except in cases where there is alteration or improvement, as per the old Act, the fair rent cannot be re-fixed. The fact remains that, after the introduction of the new Act, namely Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, the old Act, namely, Tamil Nadu Buildings (Lease & Rent Control) Act, 1960, was repealed. Section 47 of the new Act, which



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deals with repeal and savings, reads as follows :

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“47.Repeal and savings : (1) The Tamil Nadu Buildings (Lease and Rent Control) Act, 1960 is hereby repealed.

(2) Notwithstanding such repeal and subject to the provisions of this Act, all cases and other proceedings under the said Act pending, at the commencement of this Act, shall be continued and disposed of in accordance with the provisions of the said Act, as if the said Act had continued in force and this Act had not been passed:

Provided that the plaintiff within a period of 270 days of coming into force of this Act shall be entitled to withdraw any suit or appeal or any other proceeding pending under the repealed Act with liberty to file fresh application in respect of the subject matter of such suit or appeal or any other proceeding under and in accordance with the provisions of this Act, and for the purposes of limitation, such application if it is filed within a period of 360 days from the commencement of this Act be deemed to have been filed on the date of filing of the suit which was withdrawn and in case of withdrawal of appeal or other proceedings on the date on which the suit was filed out of which such appeal or proceeding originated.

While Section 47(1) of the New Rent Control Act repeals the Old Rent Control Act, section 47(2) clearly sets out that all cases and other proceedings pending under the Old Rent Control Act on the date of commencement of the new Rent Control Act, i.e., 07.08.2017, shall be



continued and disposed of in accordance with the provisions of the Old Rent Control Act as if the Old Rent Control Act had continued in force and as if the New Rent Control Act had not been passed. Besides, sub-section (2) of Section 47, there is also a proviso to sub-section (2) of Section 47, wherein and whereby a window of 180 days from the date of coming into force of the New Rent Control Act has been given for a party which has initiated rent control proceedings under the Old Rent Control Act to with-draw such proceedings with liberty to initiate fresh proceedings under the New Rent Control Act. There is also a cap for this window of 180 days and the cap is 270 days. If any rent control proceedings were pending between the parties on the date of commencement of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, i.e., 07.08.2017, sub section (2) of section 47 of the New Rent Control Act will come into play and it is open to the parties to exercise their rights if any under the proviso to sub-section (2) of section 47 of the New Rent Control Act. In other words, for illustration purpose, if the private parties have rent control proceedings (fair rent proceedings) pending as on 07.08.2017 and if they do not take proviso to sub-section (2) of section 47 route, provisions of the Old Rent Control Act will continue to apply to them but only for continuation and disposal of the case, notwithstanding repeal of the Old Rent Control Act by sub-section (1) of section 47 of the New Rent Control Act. ...”

12.The above provision makes it clear that the entire old Act, namely, Tamil Nadu Buildings (Lease & Rent Control) Act, 1960, has been repealed. In the explanation, it is clearly stated that, only the cases, which are pending at the time of commencement of new Act, instituted under the



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old Act, alone shall be continued and disposed of in accordance with the provisions of the old Act as if the old Act had continued in force and the new Act has not been passed. Further, the proviso to Section 47 also makes it clear that the parties are given liberty to withdraw any proceeding pending under the old Act and file a fresh application under the new Act. Therefore, once the old Act has been totally repealed, merely because fair rent has been fixed under the old Act, it cannot be said that the same will continue for ever. When the very old Act itself was repealed by operation of law, the fair rent fixed earlier has also ceased to operate and the rent under the new Act shall be determined and agreed between the parties as per the new Act.

13.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



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agreement. This intention of the 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 :

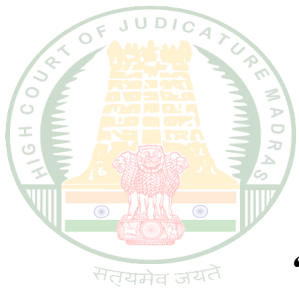
“8. Rent payable.— *The rent payable in relation to a premises shall be,—*

(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.”

14.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 sub-section (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.”

15.As per Section 47 of the new Act, only the continuation and disposal of the pending proceedings alone will be governed by the old Act and fixation of the rent, after the advent of the new Act, is certainly as per Section 8 of the new Act, which defines what is rent payable. 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

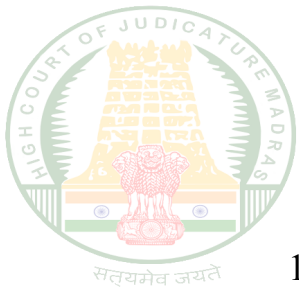


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set out in the tenancy agreement. The procedure for increase of rent is also set out in Section 9.

16. Therefore, a combined reading of Section 4, Section 8 and Section 9 of the new Act will make it clear that the fair rent proceedings already concluded long back under the old Act cannot be continued to apply and the rent will be fixed under the new Act. 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. Therefore, this Court is of the view that, once the earlier rent control proceedings have been disposed, any change in rent and other things will naturally will be under the new Act, not under the old Act. Therefore, the contention of the tenant that, since the landlord demanded higher rate than the fair rent fixed long back under the old Act, he could not enter into an agreement, cannot be countenanced and has no legal force at all.



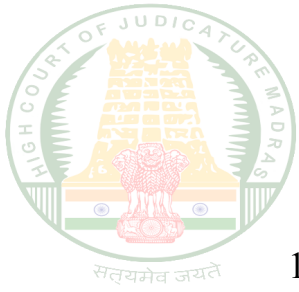
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17.As stated, the landlord has not demanded any exorbitant rent. He has just confined his demand only to Rs.44,220/- in the year 2019 and 2022.

After decades of the fair rent being fixed under the old Act, it cannot be said that the rent now demanded by the landlord is exorbitant, especially when it is the contention of the landlord before this Court that the very adjacent building of similar nature, is fetching a rent of about Rs.1,10,000/-, which is not seriously disputed. Therefore, once the tenant has failed to enter into an agreement, despite he was requested to enter into such agreement, now he cannot contend that, since the landlord demanded excess rent, he could not enter into an agreement.

18.Much reliance was also placed on the judgment of a learned Single Judge of this Court in ***Ramesh Salunkhe v. Pramila Jain*** [***C.R.P.(NPD) No.1996 of 2021, dated 25.01.2022***]. With great respect to the learned Single Judge, this Court is of the view that the learned Single Judge had not adverted to the object of the Act and the definition of the rent payable as defined under Section 8 of the new Act. Therefore, I am unable to accept the view of the learned Single Judge in this regard.



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19. In the light of the narrative *supra*, the issue is answered as against the revision petitioner. Therefore, this Civil Revision Petition is dismissed as devoid of merits. No costs. Consequently, connected miscellaneous petition is closed.

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Internet : Yes

Index : Yes

Speaking order : Yes

Neutral Citation : Yes

To

1. The XXI Additional Judge,
City Civil Court,
Allikulam, Chennai.
2. The XII Judge,
Court of Small Causes,
Chennai.
3. The Section Officer,
VR Section,
High Court, Madras.



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N. SATHISH KUMAR, J.

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