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CRP.No.3133 of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on:13.10.2025

Pronounced on: 07.11.2025

CORAM

THE HONOURABLE MR.JUSTICE P.B.BALAJI

CRP. No.3133 of 2025

1.Mrs.T.K.Saradhamani Devi

2.Mrs.T.K.Avvai Kothai

3.T.K.Manimozhi

Petitioner(s)

Vs

1.Dr.Perumal Raja

2.Mrs.K.R.Umasankari

Respondent(s)

PRAYER: This Civil Revision Petition is filed under Article 227 of the Constitution of India, to set aside the order dated 18.11.2024 passed in R.L.T.A.No.194 of 2023 by the learned XIX Additional Judge, City Civil Court, Chennai which confirmed the Judgment and Decree dated 12.04.2023 passed in R.L.T.O.P. No.491 of 2020 by the X Small Causes Court, Chennai.

For Petitioners : Mr.GKR.Pandian

For Respondents : No Appearance for R1
Mr.B.L.Jayakandan for R2

**ORDER**

The unsuccessful landlords who sought for recovery of possession before the Rent Court are the revision petitioners.

2. Heard Mr.GKR.Pandian, learned counsel for the petitioners and Mr.B.L.Jayakandan, learned counsel for the second respondent.

3. Mr.GKR.Pandian, learned counsel for the petitioners would submit that the Rent Court as well as Rent Tribunal have concurrently erred in dismissing the Application for recovery of possession filed under Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (in short 'TNRRLT Act, 2017/Act'). According to Mr.GKR.Pandian, the petitioners sought for evicting the respondents on the grounds of default in payment of rents and own use and occupation.

4. According to Mr.GKR.Pandian, even though the tenancy agreement was not renewed or duly registered with the Rent Authority as mandated under Section 4 of the Act, in view of the dictum of this Court in *S.Muruganantham Vs. J.Joseph*, reported in, 2022 (2) CTC 291, the tenancy agreement was subsisting upto August 2019 and had expired only subsequent to the coming into force of the TNRRLT Act, 2017 on



22.02.2019. The learned counsel would therefore state that the Courts have misapplied the ratio laid down in *S.Muruganantham's* case (referred herein supra), in holding that the eviction petition is not maintainable.

The learned counsel would also rely on my decision in *Karan Textiles Vs. Gayatri Devi Sarawagi and another*, reported in 2025 (5) CTC 178, where I had an occasion to hold, in terms of Section 2(c) of the Act, even a successor-in-interest of a landlord is entitled to invoke the provisions of Section 21 of the Act, by seeking impleadment.

5. Per contra, Mr.B.L.Jayakandan, learned counsel for the second respondent, inviting my attention to the counter affidavit filed in the RLTOP, would contend that the second respondent entered into the property as a tenant even in the year 2014 under one Mrs.T.K.Swatantra Devi and he was promptly paying the rents till October 2020, without any default. According to the second respondent, the first respondent is her son-in-law who has nothing to do with the petitioners' premises. He would also state that the respondents viz., the son-in-law as well as the second respondent had in fact entered into an agreement of sale with the said T.K.Swatantra Devi, on 16.11.2019 for purchase of the petition premises and the said T.K.Swatantra Devi had breached the agreement conditions and proceeded to execute a settlement deed in favour of the



revision petitioners with malafide intention only in order to evict the respondents from the petition premises. He would therefore state that the Rent Court as well as the Rent Tribunal have rightly considered the evidence adduced by the parties and held that the petition itself was not maintainable. He would therefore pray for dismissal of the revision petition.

6. I have carefully considered the submissions advanced by the learned counsel on either side.

7. The revision petitioners claiming to be landlords and having become entitled to the tenanted premises under settlement deed dated 22.01.2020 have issued a notice on 24.02.2020 calling upon the respondents to attorn the tenancy in favour of the petitioners and also expressing that the premises was required for own use and occupation of their children. The respondents received the said notice and sent a reply, which according to the petitioners contains false and baseless allegations. Additionally, the petitioners also claimed that the respondents have committed default in payment of rents even from the year 2019 and the petitioners sent a second notice on 01.10.2020 claiming the arrears of rent to which the respondents sent a reply on 22.10.2020 denying the



allegations of default in payment of rents, to which the petitioners sent a rejoinder on 30.10.2020 and followed it up with the RLTOP.

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8. The second respondent filed a counter affidavit stating that though the second respondent entered the property in September 2014 as a tenant under one T.K.Swatantra Devi, under whom the petitioners claim, subsisting the tenancy, the second respondent along with her son-in-law had evinced interest to purchase the same property from the said T.K.Swatantra Devi and an agreement of sale has also been entered into on 16.11.2019. According to the second respondent the vendor T.K.Swatantra Devi did not comply with the terms and conditions of the said sale agreement and mischievously, in order to evict the second respondent, she has executed a settlement deed in favour of the petitioners. The respondents have denied that the petitioners are in bonafide need of premises for own use and occupation as well. The second respondent has also denied that the second respondent is in arrears of rent and that she is liable to be evicted on the ground of default in payment of rents.

9. Before the Rent Court, the third petitioner was examined as P.W.1 and Ex.P1 to P6 were marked and on the side of the respondents,



the second respondent was examined as R.W.1 and marked exhibits Ex.R1 and Ex.R2. The Rent Court, finding that there was no valid tenancy agreement entered into between the petitioners and the respondents, in terms of Section 4(2) of the Act, held that the petitioners were not entitled to eviction on any of the grounds invoked by the petitioners.

10. The petitioners challenged the said dismissal of their RLTOP in RLTA. No.194 of 2023 and the Rent Tribunal also confirmed the findings of the Rent Court and dismissed the RLTA. In order to seek recovery of possession from the respondents or the second respondent specifically, who alone claims to be the tenant under the original owner T.K.Swatantra Devi, the petitioners have to first establish that there has been a jural relationship of landlord and tenant between the parties. Even in the counter affidavit, the second respondent has denied the existence of jural relationship of landlord and tenant and on the contrary, she pleads that there has been an agreement of sale between T.K.Swatantra Devi and the respondents who are mother-in-law and son-in-law and therefore, based on the settlement deed subsequent to the agreement of sale, it cannot be implied that there has been a tenancy in force.



11. If it is the case of the petitioners that there is a valid tenancy agreement in terms of Section 4(2) of the Act, then any of the limbs of Section 21(2) excepting Section 21(2)(a) can be invoked. Here admittedly, there is no registered tenancy agreement between the petitioners and the respondents as mandated under Section 4(2) of the Act. Therefore the only remedy that would be available to be exercised or ground to be invoked is Section 21(2)(a) of the Act, which again would be subject to the petitioners establishing that, by way of succession, the petitioners stepped into the shoes of the T.K.Swatantra Devi and therefore, they are entitled to seek recovery of possession invoking Section 21(2)(a) of the Act. It is only in this context that the decision in *Karan Textiles's* case (referred herein supra), may come to aid of the revision petitioners. However admittedly, in the present case, the petitioners have not approached the Court alleging failure to enter into tenancy agreement and consequently, seeking recovery of possession from the respondents.

12. Insofar as Mr.GKR.Pandian, learned counsel for the petitioners contention that the third category set out in *S.Muruganantham's* case, (referred herein supra) being applicable to the facts on hand, I am unable to countenance the said submission. The said third category deals with



written tenancies created prior to new Act and the period having expired after the commencement of the new Act. In such cases, this Court in *S.Muruganantham's* case, (referred herein supra) held that any of the grounds, excepting Section 21(2)(a) of the Act can be invoked. However, on the admitted facts, I find that even according to the petitioners there is no written agreement that was subsisting on the date of coming into force of the TNRRRLT Act on 22.02.2019. The contention of the petitioners that the written agreement entered into in 2014 had lapsed and the tenancy was only oral subsequently, is itself sufficient to reject the argument of Mr.GKR.Pandian. The third category cannot be pressed into service when admittedly, on the date of the commencement of the new Act, the tenancy was only continuing on an oral arrangement between the parties. Therefore, if at all any ground was available to the petitioners, it was only Section 21(2)(a) of the Act. However in the present case, excepting Section 21(2)(a) of the Act, few other grounds under Section 21(2) of the Act have been invoked. The ratio laid down in *S.Muruganantham's* case, (referred herein supra), would not apply to the facts of the present case to hold that the petition as filed is maintainable.



13. For all the above reasons, I do not find any infirmity or illegality in findings arrived at by the Courts below in dismissing the petition for recovery of possession. However, it is made clear that the dismissal of this revision, confirming the dismissal of the eviction petition will not come in the way of the petitioners seeking recovery of possession under Section 21(2)(a) of the Act which ofcourse, would be subject to the petitioners establishing the existence of jural relationship of landlords and tenants between the petitioners and the respondents.

14. In the light of the above observations, this Civil Revision Petition is dismissed. No costs.

07.11.2025

rkp

Index : Yes / No

Internet : Yes / No

To:

1. The XIX Additional Judge,
City Civil Court, Chennai.
2. The X Small Causes Court, Chennai.



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CRP.No.3133 of 2025



P.B.BALAJI, J.,

rkp

Pre-delivery order in
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