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CRP No.824 of 20_

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 19.12.2025

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THE HONOURABLE MR JUSTICE P.B. BALAJI

CRP.No.824 of 2025

and

CMP.No.4854 of 2025

B.Sharmila

... Petitioner

Vs.

A.C.K.Subramani

... Respondent

Prayer: Civil Revision Petition filed under Article 227 of the Constitution of India, to set aside the Judgment dated 10.01.2025 passed in RLTA No.6/2023 on the file of II Additional District and Sessions Judge-cum-Rent Tribunal, Tiruvallur at Poonamallee, confirming the judgment dated 14.11.2022 passed in RLTOP No.48 of 2021 on the file of Principal District Munsif- cum-Rent Court, Poonamallee.



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For Petitioner : Mr.Suresh Sampaath
Ms.R.Ramya

For Respondent : Mr.S.Mukunth
Senior Counsel
M/s.Sarvabhauman Associates

ORDER

Heard, Mr.Suresh Sampaath, learned Senior Counsel for the revision petitioner and Mr.S.Mukunth, learned Senior Counsel for the respondent.

2. The respondent herein is admittedly the father of the petitioner. However, the respondent claiming himself to be the landlord and the petitioner/daughter to be a tenant under rental agreement dated 31.01.2009, approached the Rent Court, after coming into force of the TN RRRLT Act, 2017 (Act 42 of 2017 as amended by Act No.39 of 2018) alleging that the revision petitioner is a tenant and that the petitioner has not paid rents and further there is also a failure to enter into tenancy agreement in terms of Section 4(2) of the Act. Consequently, the respondent sought for recovery of possession on these two grounds.



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3. Before the Rent Court, the petitioner filed a counter denying the claim of a rental agreement entered into between her and the respondent. The petitioner also took a plea that she has filed a suit for partition against the father and other siblings in OS.No.139 2015, claiming the properties including the demised property to be ancestral property. The said suit is admittedly pending in OS.No.139 of 2015 before the III Additional Judge, Poonamallee.

4. The Rent Court proceeded to hold that the petitioner is a tenant in view of the rental agreement entered into on 31.01.2009 coupled with the fact that the respondent's father had filed income tax returns for the assessment year 2010-2011, 2012-2013 to evidence payment of rents by the revision petitioner. The Rent Court, though found that there was no failure to enter into a tenancy agreement, dismissed the petition and ordered eviction only on the ground of default in payment of rents i.e., 21(2)(b) of the Act. The petitioner preferred an appeal in RLTA.No.6 of 2025 before the II Additional District and Sessions Judge-cum-Rent Tribunal, Tiruvallur at Poonamallee. The Appellate Tribunal concurred with the findings of the Rent Court and not only confirmed the order of eviction on the ground of

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default in payment of rents, but also proceeded to order eviction on the ground that there has been a failure to enter into a tenancy agreement.

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5. Mr.Suresh Sampaath, the learned counsel for the revision petitioner firstly contended that the petitioner never admitted the agreement dated 31.01.2009 marked as Ex.P1. It is also brought to my notice by the learned counsel for the petitioner that the father i.e., the respondent had settled the property under Ex.R2 on 20th April, 2015 by a registered settlement deed where the petitioner has been given a life interest. However, the said settlement deed was subsequently, cancelled within a period of two months on 11.06.2015 by the respondent unilaterally. The said deed was marked as Ex.R3.

6. It is also brought to my notice that the petitioner is challenging the registration of the unilateral cancellation of the settlement deed before the Writ Court in the Writ Petition in W.P.No.12573 of 2025 and the same is pending. However, the learned counsel would fairly bring to my notice that insofar as these averments relating to the settlement deed's unilateral cancellation and subsequent challenge before the Writ Court are concerned, no plea was taken in the counter statement filed before the Rent Court. At 4/13



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the same time, Mr.Suresh Sampaath, learned counsel however states that the Rent Court and Tribunal ought not to have gone into the issue of title to hold that the petitioner is a tenant and the respondent/father is the owner of the property and the petitioner has not proved the factum of the settlement deed and cancellation deed executed. He would also state that the agreement dated 31.01.2009 itself is not only unregistered but also unstamped and therefore, was clearly inadmissible in evidence. Therefore, he prayed that the revision be allowed, by setting aside the concurrent orders..

7. Per contra, Mr.S.Mukunth, learned Senior Counsel appearing for the landlord would state that the respondent admittedly approached the Rent Court on the ground that there has been a failure to enter into a tenancy agreement. According to the learned Senior Counsel what all the respondent had to satisfy before the Rent Court was only an existence of jural relationship between landlord and tenant which has been successfully discharged by the respondent/landlord by production of the income tax returns which clearly demonstrated the fact that the petitioner was indeed a tenant, eventhough she was the daughter of the respondent and that she has been paying the rents. In this regard, Ex.P3 to Ex.P6 have been relied on by the learned Senior Counsel. He would therefore, state that there was no error



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or infirmity on the part of the Rent Court or the Rent Tribunal in relying upon the rental agreement, in the light of the income tax returns. The learned Senior Counsel therefore states that no interference is warranted in the revision and he prayed that the revision may be dismissed.

8. I have carefully considered the submissions made by Mr.Suresh Sampath, learned counsel for the petitioner and Mr.S.Mukunth, learned Senior Counsel for the respondent.

9. Without going into the truth and veracity of the rental agreement marked as Ex.P1 and even its admissibility, admittedly the respondent claiming to be landlord, filed the eviction proceedings before the Rent Court. Two grounds of eviction were invoked namely, 1) failure to enter into a tenancy agreement and 2) default in payment of rents.

10. Insofar as failure to enter into a tenancy agreement, the ground did not find favour with the Rent Court and the Rent Court dismissed the RLTOP on the ground of 21(2)(a) of the Act. However, the Rent Court found that the petitioner is a tenant under the respondent and consequently, did not



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find evidence for establishing payment of rents and finding that there was a default in payment of rents, the Rent Court has ordered eviction under Section 21(2) (b).

11. The respondent did not prefer any appeal as against the disallowing of eviction on the ground of there being a failure to enter into a tenancy agreement. It was only the petitioner who filed an appeal before the Rent Tribunal, challenging the order of eviction on the ground of default in payment of rents.

12. With regard to the ground of failure to enter into a tenancy agreement under Section 21(2)(a) the respondent/landlord is entitled to seek recovery of possession if the respondent is in a position to demonstrate that the petitioner was a tenant on the date of coming into force of the Act (TN RRRLT) (Act 42 of 2017 as amended by Act 39 of 2018) and that there has been no valid agreement in writing clinched by the parties as mandated under Section 4(2) of the Act. It is in this regard that failure has been made a ground available to either of the parties, both landlord and tenant, to seek recovery of possession under Section 21(2)(a).



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13. In order to establish that the petitioner, who is none other than the daughter of the respondent, is a tenant under the respondent/father, the respondent has relied on the rental agreement Ex.P1. It is dated 31.09.2009 and it has been typed on a 20 Rupee Non-Judicial Paper and the agreement is for a period of 11 months. However, the agreement is insufficiently stamped.

14. Be that as it may, the case of the petitioner is that the said agreement is a forged document and she has not entered into any such rental agreement. However, to establish the jural relationship of landlord and tenant, the respondent has relied on Ex.P3 to Ex.P6 where the respondent in his income tax returns has reflected the rental income for the demised premises to as receivables from the petitioner, his daughter. This has weighed in the minds of both the Rent Court as well as the Rent Tribunal in coming to a finding that there is a jural relationship of landlord and tenant. However, the Courts below have miserably failed to take note of the intervening circumstances namely, the registered settlement deed executed by the father/respondent in favour of his grand-daughter who is the daughter of the revision petitioner and under the settlement deed dated 20th April, 8/13



2015, the petitioner has infact, been given a life interest. In other words, on and from the execution of the said settlement deed, the execution of which it is not disputed by the respondent as well, the character of possession, even assuming the petitioner was a tenant originally, changes. The respondent has not been able to produce any documents to establish payment of rents after April, 2015, on which date, the property was settled in favour of the respondent's grand daughter, giving a life interest to the petitioner.

15. Though the respondent has proceeded to unilaterally cancel the settlement deed on 11.06.2015 and the same is subject matter of *lis* in a Writ Petition as well as in Civil Suit before the Competent Civil Court, there is nothing on record to establish that there was a revival of the jural relationship of the landlord and tenant between the petitioner and the respondent. Therefore, in the absence of a valid and subsisting relationship of landlord and tenant between the petitioner and respondent on the date of coming into force of the Act 42 of 2017, the respondent could not have, first of all, invoked any of the provisions of the Act. Even otherwise, the Rent Court has proceeded to order eviction finding that there has been default in payment of rents. Section 21(2)(b), as held by this Court, in ***S.Muruganandam & Ors, Vs. J.Joseph & Ors***, reported in **2022 (2) CTC** 9/13



291, when the landlord and tenant have not entered into a tenancy agreement in terms of the Act i.e., Section 4, would not be available to be invoked in such event only Section 21(2)(a) can be invoked and not any of the other grounds.

16. In such view of the matter the very invocation of Section 21(2)(b) was improper and the Rent Court has proceeded to order eviction as if the petitioner has committed default. In fact, under Section 21(2)(b) there has to be a mandatory pre-eviction notice giving 30 days time to the tenant to pay the arrears of rent and only upon such failure, eviction can be sought for. Even the mandate of Section 21(2)(b) has also not been followed in the present case. Therefore, viewed from any angle, eviction on the ground of default in payment of rents is wholly unsustainable and liable to be set aside. In fact, yet another ground to interfere is that the Rent Tribunal, even in the absence of a challenge by the respondent by filing an independent appeal against the dismissal of the eviction petition under Section 21(2)(a) cannot order eviction under this ground, without deciding the appeal preferred by the petitioner.



17. With regard to failure to enter into a tenancy agreement, in view of the finding that there is no jural relationship of landlord and tenant between the petitioner and the respondent on the date of filing of the RLTOP and in fact even, on the date of the commencement of the TN RRRLT Act, the RLTOP itself was not maintainable, and the respondent was not entitled to seek eviction of the petitioner invoking Section 21(2)(a). Both the Courts have clearly fell in error in not considering the intervening circumstances, though not pleaded by the petitioner in the counter affidavit, but admittedly brought to the notice of the Courts during pendency of the proceedings. In fact, the factum of the execution of the settlement deed is not denied by respondent/father as well it is only his case that the settlement deed has been subsequently cancelled.

18. These matters can be decided before the competent Courts where cases are already pending. However, insofar as the summary proceedings initiated under the TN RRRLT Act, the proceedings were clearly violative of the provisions and the eviction petition itself not maintainable on the date of the institution of the proceedings.



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19. In the light of the above, the concurrent orders passed by the Courts below are set aside. This order shall however not come in the way of the respondent establishing his rights before the competent Civil Court and workout his remedies to evict the petitioner, in a manner known to law.

20. With the above direction, this Civil Revision Petition is allowed.

No costs. Consequently, connected Miscellaneous Petition is closed.

19.12.2025

Index :Yes
Internet :Yes
Neutral Citation:Yes
Speaking Order
dna

To

1. The II Additional District and Sessions
Judge-cum-Rent Tribunal, Tiruvallur at Poonamallee.

2. The Principal District Munsif- cum-Rent Court,
Poonamallee.



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