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C.R.P.No.1965 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 09..06..2025

CORAM

THE HONOURABLE MR. JUSTICE N. SATHISH KUMAR

C.R.P.No.1965 of 2025

and

C.M.P.No.11310 of 2025

1.Mohammed Hammem

2.Aadhil Mobiles

M/s.4,"B" Block Ground Floor,
Nawab Habibullah Electronic Market,
Old Door No.33, New No.24,
Waller Road, Mount Road,
Chennai -2.

..... Petitioners

-Versus-

Tmt.M.Durdana

..... Respondent

Petition filed under Article 227 of the Constitution of India, praying to set aside the order dated 21.12.2024 made in R.L.T.A.No.7 of 2024 by the learned XX Additional Judge, City Civil Court, Chennai [Rent Tribunal] reversing the order and decretal order dated 25.09.2023 made in R.L.T.O.P.No.395 of 2022 on the file of the learned XIII Judge, Court of Small Causes at Chennai [Rent Court].



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For Petitioner(s) : Ms.N.Rabiya

For Respondent : Mr.L.Dhamodaran

ORDER

Challenging the reversal of the findings by the Rent Tribunal and the consequential order of eviction, the tenant(s) filed the present revision before this Court.

2. On 25.02.2013, the respondent leased out a shop premises measuring 90 square feet to the 1st revision petitioner for a period of ten years, commencing from 25.02.2013 and ending on 24.02.2023. The agreed monthly rent was Rs.5,500/- (inclusive of amenity charges) for the first five years, and Rs.6,500/- for the remaining five years, payable on or before the 5th of each calendar month. The revision petitioners/tenant(s) committed wilful default in the payment of rent. After adjusting the legitimate payments made, the respondent/landlord claimed rent arrears to the tune of Rs.1,27,250/- for the period from September 2020 to April, 2022. The default is alleged to be wilful, deliberate, and indicative of a negligent attitude. A legal notice dated 18.04.2022 was issued terminating the tenancy. However, despite such termination, the tenant(s) continue to remain in occupation of the premises



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without paying rent or settling the arrears. The eviction petition was vehemently opposed by the tenant.

3. The Rent Court, by its order dated 25.09.2023, dismissed the eviction petition in R.L.T.O.P.No.395 of 2022 filed by the landlord. It held that although the original tenancy agreement dated 25.02.2013 was unregistered, the tenancy subsisted until 24.02.2023. Since the eviction petition was filed on 08.06.2022, during the subsistence of the tenancy and under an agreement executed prior to the commencement of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (RRRLT Act), the Rent Court, relying on the decision in *S. Muruganandam v. J. Joseph* [2022 (2) CTC 291 (Mad)], found that no ground for eviction was made out.

4. Aggrieved by the order of the Rent Court, the landlord filed an appeal in R.L.T.A.No.7 of 2024 before the Rent Tribunal. By judgment dated 21.12.2024, the Rent Tribunal reversed the findings of the Rent Court, holding that, in the absence of compliance with the mandatory provisions of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (RRRLT Act), particularly the requirement of a registered tenancy agreement, the tenancy could not be treated as validly subsisting. Consequently, the rent tribunal concluded that the landlord had established a



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valid ground for eviction. In addition, it directed the tenant to pay compensation for use and occupation of the premises at the rate of Rs.13,000/- per month from May 2022 until the delivery of vacant possession. The present revision petition, filed by the tenant, challenges the validity of the aforesaid judgment of the rent tribunal.

5. The revision petition is listed today for hearing on the question of admission.

6. Heard Ms.N.Rabiya for the revision petitioners/tenant(s) and Mr.L.Dhamodharan for the respondent/landlord and also perused the available records carefully.

7. In the case of *Babitha Devi v. Rajendra Kumar and another* (CRP No. 2252 of 2024, dated 08.01.2025), this Court considered a revision petition challenging concurrent findings of eviction as ordered by the Rent Court and confirmed by the Rent Tribunal. While upholding the eviction, this Court, following the decision in *S. Muruganandam v. J. Joseph* [2022 (2) CTC 291 (Mad)], held that the proviso to sub-section (2) of Section 4 of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (RRRLT Act) gives rise to a cause of action for the landlord to seek eviction under Section 21 of the Act, where either the tenant or the landlord fails to

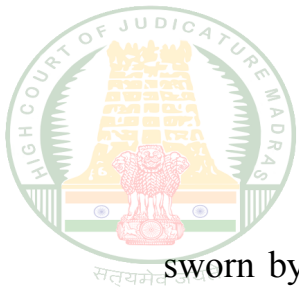


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enter into a registered tenancy agreement. The relevant paragraphs of the order of this court read as under:-

“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.”

8. When this Court was about to dismiss the revision petition at the admission stage itself, finding no merits in light of the settled position of law, the learned counsel for the revision petitioners promptly filed an affidavit

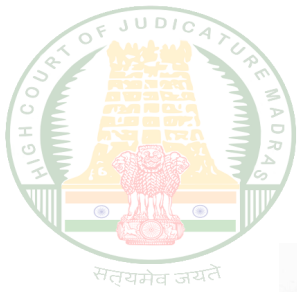


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sworn by the 1st revision petitioner, seeking twenty-four (24) months' time to vacate and hand over vacant possession of the subject premises. According to the revision petitioners, he has invested a substantial amount in the business being carried on at the premises and, therefore, requires twenty-four months' time to vacate and deliver possession.

9. When this Court expressed the view that granting the time sought by the tenant would defeat the very object of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, and was therefore not inclined to grant such an extended period for delivering vacant possession of the subject premises, the learned counsel for the revision petitioners upon receiving instructions from the 1st revision petitioner, who was present in court, requested that time be granted at least until 31.12.2025 to vacate the premises. The said request is recorded.

10. A scanned reproduction of the affidavit of undertaking filed by the 1st revision petitioner is as follows:-



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IN THE HIGH COURT OF JUDICATURE AT MADRAS

(Appellate Jurisdiction)

C.R.P. (NPD) No. ~~14310~~ ¹⁹⁶⁵ of 2025

1.Mohammed Hammem
S/o S.M.Haroon Rasheed
New No.16, Narayanan Nayakan Street,
Pudupet, Chennai-2

2. Aadhil Mobiles
Shop No.4, "B" Block Ground Floor,
Nawab Habibullah Electronic Market,
Old Door No.33, New No.24,
Walters Road, Mount Road,
Chennai-2,

Petitioner/Petitioner

-Versus-

1.Tmt.M.Durdana
C/o Mr.Ashfique Ahmed
Residing at Door No.3/333
Rajaji Road, Pannaiyur,
Chennai-600 119.

Landlord/Respondent

UNDERTAKING OF MOHAMMED HAMMEM

I, Mr.Mohammed Hammem S/o Haroon Rasheed Muslim, aged about 35 years residing at New No.16, Narayanan Nayakan Street, Pudupet, Chennai-2, solemnly affirmed and sincerely state as follows;

1. I am the Petitioner herein and the Revision Petitioner in the above –Captioned Revision Petition.
2. I further submit that The appellate court erred in holding that the lease agreement dated 25.2.2013 for 10 years i.e. till 25.2.2023 was unenforceable merely because it was unregistered and insufficiently stamped, despite both parties admitting its existence,



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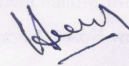
especially considering the fact that the provisions of the TNRRRLT Act would supersede the provisions of the Registration Act for proceedings under the former legislation.

3. I further submit that the originally the land lord's manager Vikram Ganesh has collected huge Advance and got rental agreement from Landlord. We never seen the Landlord till today. We have invested more than 10 lakhs for the interiors , paid Corporation Tax, Metro water tax, maintenance , for past 10 years, the land lord never initiated to do any basic things. I further submit that our livelihood is this shop and the business only.
4. I further respectfully submit that if the specified time is not given by this Hon'ble Court , it would cause irreparable harm and extreme hardship to me and my family, which includes aged parents and school-going Grand children. We have been running business from the demised premises for several years, and it has become our sole source of livelihood. The eviction would not only displace us but also disrupt our lives significantly, as finding alternative premises within a short span of time, especially in the current market scenario, is next to impossible.
5. I respectfully further submit we need 24 months for re-establishing our business in another place.

We therefore respectfully pray that this Hon'ble Court may be pleased to record this Affidavit of Undertaking to grant us time to vacate and handover vacant possession of the tenanted premises till 1.6.2027 and upon the same, consider this CRP to be 'withdrawn' and thus, render justice.

Solemnly affirmed at Chennai)(
on the 9th day of June, 2025)(
and signed their name in my presence)(
me,

n. Ralye 3006/08
Identified by me,
Counsel for the Civil petitioner


Before
E. M. Manojan C.
29/6/25
Advocate, Chennai

11. Notwithstanding the initial request for a 24-month extension to hand



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over vacant possession of the subject premises to the respondent/landlord, the affidavit of undertaking filed by the 1st revision petitioner is taken on record, in view of the earnest submission made by the learned counsel for the revision petitioners. It is, however, made clear that the 1st revision petitioner is granted time only till 31.12.2025 to vacate and hand over vacant possession of the subject premises to the respondent/landlord.

12. It is further made clear that, in the event the 1st revision petitioner violates the undertaking given before this court, he shall be liable to be proceeded against for contempt of Court for breach of the said undertaking. In addition, a suitable direction shall be issued to the Commissioner of Police, Chennai, to ensure that the revision petitioners, or any other person in occupation of the subject premises, is evicted forthwith and vacant possession is handed over to the respondent/landlord.

13. Until the subject premises is vacated and vacant possession is handed over by the revision petitioners to the respondent/landlord, the revision petitioners shall continue to pay the agreed rent without any default.

14. Insofar as the recovery of arrears of rent and compensation ordered by the Rent Tribunal is concerned, it appears that there exists a dispute between the parties regarding the exact quantum of arrears payable by the tenant to the



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landlord. The learned counsel for the respondent/landlord has filed a memo stating that the arrears of rent payable as on March 2022 amounts to Rs.1,27,250/- and that the arrears of compensation, as per the order passed in R.L.T.A. No. 7 of 2024, for the period from April 2022 to May 2025, amounts to Rs.4,51,000/-. Thus, the total arrears of rent and compensation allegedly payable by the revision petitioners to the respondent/landlord comes to Rs.5,78,250/-.

15. It is, however, submitted by the learned counsel for the respondent/landlord that the respondent has already instituted a suit in O.S. No. 1488 of 2025 on the file of the learned XX Assistant Judge, City Civil Court, Chennai, seeking recovery of arrears of rent and other consequential reliefs, if any. It is needless to state that the respondent/landlord is at liberty to proceed with the said suit against the revision petitioner(s) for recovery of arrears of rent, in accordance with law.

16. In the light of the above directions, this Civil Revision Petition is dismissed. Time is granted to the revision petitioners/tenant(s) to hand over vacant possession of the subject premises to the respondent/landlord on or before 31.12.2025. The affidavit of undertaking filed by the 1st revision petitioner shall form part of the record. There shall be no order as to costs.



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Consequently, the connected C.M.P. is closed.

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Index : yes / no

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Neutral Citation : yes / no

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To

1.The XX Additional Judge, City Civil Court [Rent Tribunal], Chennai.

2.The XIII Judge, Court of Small Causes [Rent Court], Chennai.



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N.SATHISH KUMAR.J.,

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