



C.R.P.No.2502 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 01.07.2025

CORAM :

THE HONOURABLE MR. JUSTICE N. SATHISH KUMAR

C.R.P.No.2502 of 2025

and

C.M.P.No.14330 of 2025

M.Narayanaswamy

... Petitioner

Vs.

K.Rajeswari (deceased)

1.K.Palani Kumar

2.K.Mani

3.K.Balaji

4.T.Meenakshi

... Respondents

Prayer : Civil Revision Petition filed under Article 227 of the Constitution of India against the fair and decretal order dated 18.11.2024 passed in R.L.T.A.No.134 of 2023 on the file of the XIX Additional City Civil Court, Chennai, confirming the fair and decretal order of the Rent Court, dated 27.02.2023, passed in R.L.T.O.P.No.576 of 2022 on the file of the X Court of Small Causes, Chennai.

For Petitioner : Mr.Manoj Sreevalsan

For R1 to R4 : Mr.K.P.Ashok



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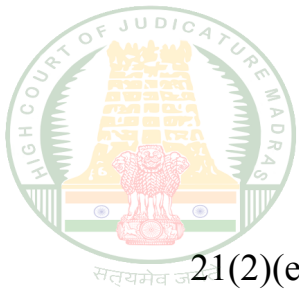
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ORDER

Challenging the concurrent findings of the Courts below ordering eviction 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 TNRRRLT Act” or “the new Act”), the present revision has been filed by the tenant.

2. Brief background of the case is as follows :

2.1. The petitioner is a tenant under the respondents/landlords in respect of the subject property on a monthly rent of Rs.1,800/- per month. The respondents/landlords originally filed an application in R.C.O.P.No.2344 of 2008 under the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960 (Act 18 of 1960) (hereinafter referred to as “the old Act”) for eviction on the grounds of demolition and reconstruction. The said petition has been withdrawn by the landlords on 19.04.2022 and they filed an application in R.L.T.O.P.No.576 of 2022 on the file of the X Court of Small Causes, Chennai, under the new Act, seeking eviction under Section 21(2)(a) for non-entering into a written agreement and Section



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21(2)(e) for demolition and reconstruction.

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2.2.It is the contention of the tenant before the Rent Court that the landlord cannot invoke Section 21(2)(a) of the new TNRRRLT Act, since R.C.O.P.No.2344 of 2008 was originally pending under the old Act. The said R.C.O.P.No.2344 of 2008 was withdrawn by the landlords after expiry of the mandatory period of 575 days to enter into an agreement. It was further stated that, since the landlords could not establish their case under the ground of demolition and reconstruction, they have added Section 21(2)(a) as a ground for eviction under the new Act. Hence, the tenant opposed the application.

2.3.Though eviction was sought on two grounds, namely, for non-entering into an agreement and for demolition and reconstruction, the Rent Court, by order dated 27.02.2023, ordered eviction under Section 21(2)(a) for non-entering into an agreement and dismissed the application *qua* Section 21(2)(e) for demolition and reconstruction.



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2.4.The tenant filed an appeal before the XIX Additional City Civil Court, in R.L.T.A.No.134 of 2023. The Rent Appellate Court has also confirmed the order of the Rent Court ordering eviction under Section 21(2)(a) of the TNRRRLT Act, for non-entering into an agreement.

2.5.Challenging the concurrent findings of the Courts below, the present revision has been filed by the tenant.

3.Though various grounds have been raised, the learned counsel appearing for the revision petitioner/tenant confined his submissions with regard to the legal position, particularly with regard to Section 47 (Repeal and Savings clause) in the new Act. The learned counsel mainly would submit that, as per Section 47 of the TNRRRLT Act, any previous proceedings initiated under the old Act ought to have been withdrawn within a period of 270 days and an application under the new Act ought to have been filed within a period of 360 days from the commencement of the new Act. Whereas, R.C.O.P.No.2344 of 2008 was withdrawn only on 19.04.2022. According to the learned counsel, the time period of 270 days



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provided under Sub-Clause (2) of Section 47 expired as early as on 19.11.2019. Therefore, it is his contention that the landlords are not entitled to invoke the new Act for eviction of the tenant.

4. Whereas, the learned counsel for the respondents/landlords would submit that eviction is not sought on the ground of demolition and reconstruction alone. According to him when the legislation has provided a new ground for eviction under Section 21(2)(a) for non-entering into an agreement, the landlord is entitled to invoke such provision. What is relevant is the pendency of the suit or proceedings initiated under the old Act which is alone a bar to a fresh application under the new Act. Therefore, it is his contention that, if the contention of the revision petitioner is accepted, it will defeat the very object of the Act itself.

5. In the light of the above submissions, the point that arises for consideration is whether the eviction petition initiated after the withdrawal of the earlier application, beyond the period stipulated in proviso under Section 47(2) of TNRRRLT Act is maintainable ?



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Point :

6.Before delving into the issue, it is relevant to discuss the object of the new Act, viz., Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017. The very object of the TNRRRLT Act 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 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.

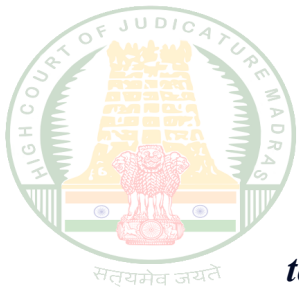


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7. In other words, the above makes it clear that, non-entering into an agreement in writing even on the mistake on either side will give rise to a cause of action for the landlord to seek eviction under Section 21(2)(a) of the new Act. This Court, 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 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 that were created prior to the enactment and



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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.”

8. 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.

9. 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



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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.

10.The new Act provides a mechanism for fixation of rent, revision of rent, etc. 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.”



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11.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 :

“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.”

12.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



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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.

13. 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 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.

14. Therefore, it is clear that the failure to enter into an agreement either by the landlord or by the tenant, will give rise to a cause of action for the landlord to seek eviction. It is relevant to note that, though eviction is also permitted under new Act on the ground of alteration and demolition and reconstruction under Sections 21(2)(e) and 21(2)(f), the fact remains that, in the given case, eviction is sought not only on the ground of demolition under Section 21(2)(e), but also under Section 21(2)(a) for non-



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entering into an agreement.

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15.It is the contention of the learned counsel for the revision petitioner that, admittedly, on the date of notification of the new Act which came into force on 22.02.2019, R.C.O.P. was already filed and pending under the old Act. According to the learned counsel, the Legislature has taken note of the pendency of the proceedings under the old Act and has given an option to the landlord to switch over to the new Act within a specific period; if such option is not exercised within the period stipulated under Section 47 (Repeal and Savings Clause) of the new Act, the landlord is not entitled to invoke the new Act.

16.In this regard, it is relevant to extract Section 47 of the new Act :

“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:



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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.”

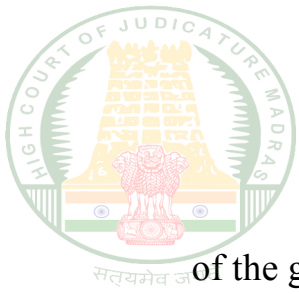
17.A careful perusal of the above makes it clear that, notwithstanding repeal of the old Act, all cases and other proceedings under the repealed Act pending at the time of commencement of the new Act shall be continued and disposed in accordance with the provisions of the old Act. However, the proviso gives an option to the landlord to withdraw the pending proceedings filed under the old Act and to institute proceedings under the new Act. Such withdrawal shall be made within a period of 270 days. Thereafter, an application ought to have been filed within a period of 360



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days under the new Act. It is relevant to note that, though option has been provided to the landlord to switch over to the new Act, the entire Repeal and Savings clause cannot be read as a total bar for the landlord to take benefit granted under the new Statute. The very object of the new Act is to regulate the rent between the landlord and the tenant as per the terms agreed between the parties. The rent shall be regulated as per the terms agreed by the parties in the contract, i.e., written tenancy agreement. Only to achieve such terms to be entered into between the parties, Section 4(2) 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. Therefore, under the new Act, the contract is made *sine qua non* to continue tenancy. In the absence of such contract entered into between the parties within the period stipulated, it is also one



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of the grounds for eviction.

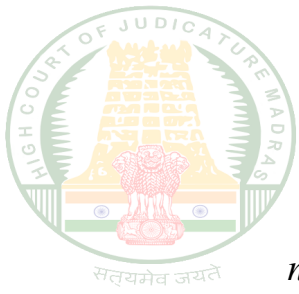
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18.If really the landlord has sought eviction under the new Act by canvassing the same ground which was raised under the old Act, without exercising the option within the particular period as provided under the proviso to Section 47 of the new Act, then it can be said that the landlord cannot invoke the new Act. However, when the landlord has filed the eviction petition on a new ground under the new Act, i.e., non-entering into an agreement, then, in the view of this Court, the proviso to Section 47(2) cannot be read as a total bar at all. If such a contention of the learned counsel for the petitioner is accepted, then it will, in fact, amount to a total bar for the landlord to exercise his right under the new Act for ever. The proviso to Section 47 (Repeal and Savings clause) of the new Act should be construed to mean that there should not be any simultaneous proceedings under the old Act and the new Act. Only for that purpose, time has been fixed to exercise the option. Otherwise, it will lead to the situation, even when the earlier application filed under the old Act has been allowed to be dismissed for default or withdrawn or decided, then there will be bar for the landlord to invoke new Act in view of the proviso to Section 47(2) of the



19.It is relevant to note that a learned Single Judge of this Court, in similar situation, in the case of ***Mohana v. Rameesa Beevi and others*** reported in **(2022) 5 CTC 300**, has held as follows :

“4.2.The New Act has come into force on 22-02-2019, and the window for switch over will close on 17-11-2019. Now, what if a proceeding under the old Act is dismissed for default after 17-11-2019 ? Here, the landlord may either revive the proceedings under the old Act and continue it under the old Act in terms of Sec.47(2), or can abandon it, and institute a fresh proceeding under the new Act. Here, the landlord may encounter another situation: A possibility of an attempt of the landlord to restore a proceedings dismissed for default under the old Act itself is dismissed by the Rent Controller. What options are open to the landlord then ? He necessarily may have to invoke the new Act for remedy. It may be argued that in such cases, a landlord may prefer an appeal and thereafter a revision, still there is no guarantee that the attempt of the landlord to restore a proceeding under the old will end favourably. Now, if the argument of the learned counsel for the tenant were to be accepted, then the landlord in both these situations will possibly be without remedy. This apart there is

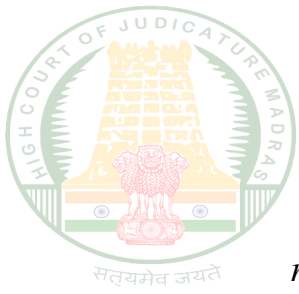


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no provision under the old Act parallel to the one in Sec.21(2)(a) of the new Act. Therefore, if a landlord intends to invoke the ground under Sec.21(2)(a), then necessarily he/she/it may have to invoke only the new Act. The intent of the legislature evidently is that the landlord should not resort to both the old and new Acts simultaneously vis a vis pending proceedings, and Sec.47 of the New Act must therefore be understood thus.”

20. Similarly, a learned Single Judge of this Court, in **Babu v. Rameesa Beevi and others** reported in (2022) 7 MLJ 658, has held as follows :

“12. At the time when the present petition is filed on some other ground, there is no confusion on the point of maintainability. The earlier petition filed by the landlords under the Old Act was dismissed. After the New Act came into force, if a landlord prefers to invoke a new ground for eviction in view of the New Act, there cannot be any denial to maintain his new petition nor can he be forcibly driven to file a suit for eviction. Since the present petition has been filed entirely on a new ground after the New Act came into force, the present petition is in no way relevant to the earlier petition filed in RCOP.No.286 of 2018. Since the petition under Section 47(2) of the New Act has been filed on a thorough misconception, the

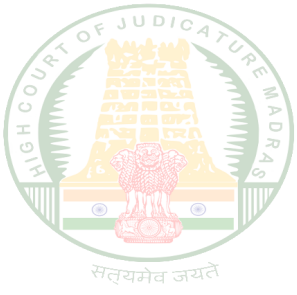


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revision petition is devoid of any merit.”

21.The very proviso to Section 47 of the new Act starts with a *non-obstante* clause and the expression “subject to the provisions of this Act” is consciously made in the provision. This makes it very clear that, only the continuation and disposal of the existing proceedings alone is governed by the old Act and if the proceedings under the old Act is terminated and not proceeded further, it cannot be said that the landlord is not at all entitled to invoke the new Act for eviction once for all. Such interpretation will, in fact, lead to chaos and in fact, deny the very valuable right accrued to the landlord for seeking eviction under the new Act. The definition of “tenant” under the new Act will substantiate such interpretation. As per Section 2(n) of the new Act, the “tenant” means “*a person by whom or on whose account or behalf the rent of any premises is, or, but for a contract express or implied, would be payable for any premises and includes any person occupying the premises as a sub-tenant and also, any person continuing in possession after the termination of his tenancy whether before or after the commencement of this Act; but shall not include any person against whom any order or decree for eviction has been made.*”



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22.The above definition makes it clear that, only the person against whom any order or decree for eviction is already made, is not included as a “tenant”. As long as the earlier proceedings has not culminated into any order or decree for eviction, such person is within the ambit of definition of “tenant” under Section 2(n) of the new Act. Therefore, merely because the landlord has failed to exercise the option provided under Section 47(2) of the new Act and has not continued the proceedings the old Act, it cannot be said that there is a total bar for invoking the new Act as long as no order or decree for eviction is passed against the tenant. Therefore, this Court is of the view that, even if landlord has failed to exercise the option within time to switch over to new Act, still he can invoke new Rent Control Act for eviction on different grounds which were not available under old Act.

23.Further, the *non-obstante* clause, viz., “*notwithstanding such repeal and subject to the provisions of this Act*” provided under Section 47 of the new Act, makes it clear that the landlord can still maintain a petition under the new Act. The expression “*subject to the provisions of this Act*” provided under Sub-Clause (2) of Section 47, in the view of this Court,



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makes it clear that, when the earlier RCOP has not resulted in an order or decree for eviction against the tenant, the landlord is still entitled to invoke the provisions of the new Act on different grounds, and such application filed under the new Act is maintainable, despite the fact that he has not exercised the option provided under the proviso to Section 47(2) of the new Act.

24. In view of the above discussion, the *point is answered against the petitioner/tenant*. Accordingly, I do not find any merit in this revision. Therefore, this Civil Revision Petition is dismissed, confirming the concurrent findings of the Rent Court and Rent Appellate Court ordering eviction under Section 21(2)(a) for non-entering into an agreement. No costs. Consequently, connected miscellaneous petition is closed.

01.07.2025

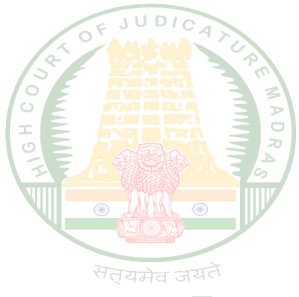
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Index : Yes / No

Speaking order : Yes / No

Neutral Citation : Yes / No



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To

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