



C.R.P.No.1411 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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DATED : 08.04.2025

CORAM :

THE HONOURABLE MR. JUSTICE A.D.JAGADISH CHANDIRA

C.R.P.No.1411 of 2025

and

C.M.P.No.8318 of 2025

Mohammad Gani

... Petitioner

Vs

1.P.Rajendra Prasad

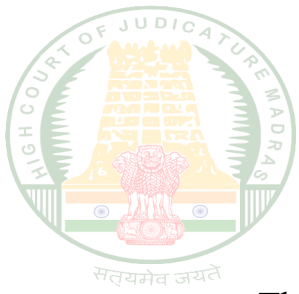
2.P. Balasubramaniyan

... Respondents

PRAYER : Civil Revision Petition filed under Article 227 of the Constitution of India, pleased to set aside the impugned order and judgment dated 11.11.2024 passed in RLTA No. 129 of 2022 by the learned XIX (19th) Additional City Civil Court, Chennai, confirming the Judgement and Decree passed in RLTOP.No. 88 of 2021 dated 18.08.2022 on the file of Honble XI (11th) Small Causes Court, Chennai

For Petitioner : Mr.Sanjay J.Rajpurohit

For Respondents : Mr.V.Sivakumar
for M/s.P.B.Ramanujam Associates for Caveator

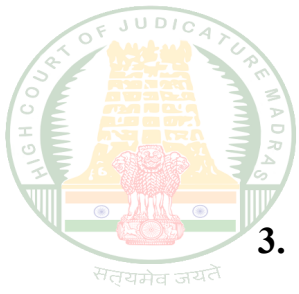


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ORDER

WEB COPY This Civil Revision Petition has been filed seeking to set aside the impugned order dated 11.11.2024 in RLTA No. 129 of 2022 by the XIX Additional Judge, City Civil Court, Chennai reversing the judgment and decree passed in RLTOP.No. 88 of 2021 dated 18.08.2022 on the file of the XI Small Causes Court, Chennai.

2. The brief facts in this case are that the respondent had filed R.L.T.O.P.No.88 of 2021 on the file of the XI Small Causes Court, Chennai under Sections 21(2)(a), 21(2)(d) and 21(2)(g) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (hereinafter referred to as the “Act”). For the sake of convenience, the parties are referred to as landlord and tenant. The petitioners are the owners of the property located at Old No.174, New No.258, Doctor Natesan Road, Triplicane, Chennai. The respondent was inducted as a tenant under them in respect of the premises by virtue of a lease agreement dated 21.02.2019, for a monthly rent of Rs.20,000/- . The respondent runs a business in the name and style of “Fashion Fancy Store” in the premises.



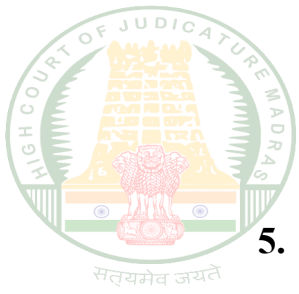
3. The 2nd petitioner, a qualified civil engineer, who was originally employed in Dubai, has shifted to Chennai and is currently conducting his business here. As he does not have an office space for his own use, he requires the premises for his occupation. It was also contended that the tenant has encroached upon the pavement located opposite the premises, thereby, causing a nuisance to the general public. Hence, the petitioners filed an application for recovery of possession of the premises under Section 21(2)(a), 21(2)(d) and 21(2)(g) of the Act.

4. The respondent filed his counter. The Rent Controller formulated the following points for consideration:-

“(a) Whether the applicants are entitled for an order of recovery of possession under the ground stipulated in Section 21(2)(a) of the Act?”

“(b) Whether the applicants are entitled for an order of recovery of possession under the ground stipulated in Section 21(2)(d) of the Act?”

“(c) Whether the applicants are entitled for an order of recovery of possession under the ground stipulated in Section 21(2)(g) of the Act?”



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5. The Rent Controller, holding that the petitioners/landlords had not proved their case, dismissed the petition. Aggrieved by the same, the landlords preferred R.L.T.A.No.129 of 2023 on the file of the XIX Additional Judge, Small Causes Court, Chennai. The appellate Court holding that the tenant/respondent had admitted the jural relationship of landlord and tenant between the parties and had also admitted the lease agreement dated 21.02.2019, found that no further agreement had been entered into. Consequently, the appeal was partly allowed in favour of the landlords under Section 21(2)(a) of the Act, while the relief sought under Sections 21(2)(d) and 21(2)(g) of the Act was dismissed.

6. Against the order passed in R.L.T.A.No.129 of 2022, the present revision petition has been filed.

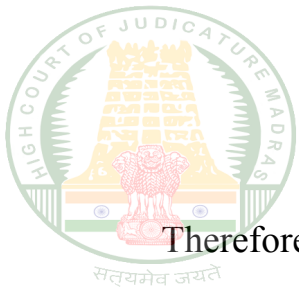
7. Mr.Sanjay J.Rajpurohit, learned counsel appearing for the petitioner submitted that though the landlords claimed that there was a tenancy agreement between them and the tenant dated 21.02.2019, they failed to produce the same before the trial Court and only submitted it before the appellate Court. When the rental agreement was not marked before the trial Court, the appellate Court ought



not to have relied on it. Further, the rental agreement was marked before the appellate Court despite the respondent having denied the existence of such an agreement. He further submitted that though the jural relationship of landlord and tenant has been admitted, the agreement dated 21.02.2019 was specifically denied. Hence, the appellate Court erred in allowing the appeal.

8. Per contra, the learned counsel appearing for the respondents submitted that since the jural relationship was admitted by the tenant in the counter, the petitioners did not file the lease agreement before the trial Court. However, before the appellate Court, the petitioners had filed I.A.No.1 of 2023 to receive the said document as additional evidence and the said application was subsequently allowed and thereafter, the lease agreement was marked as Ex.P.9 through PW.1.

9. However, during the appeal proceedings, the tenant did not raise any objections at the time of marking the documents. He further submitted that as per the lease agreement (Ex.P.9), the tenancy commenced on 21.02.2019, one day prior to the commencement of the Act and expired after 11 months i.e., on 21.01.2020. Thereafter, no new agreement was executed between the parties.



Therefore, the appellate Court rightly found that the case of the landlords falls

under Section 21(2)(a) and allowed the appeal by ordering eviction. Accordingly,

he prayed for dismissal of the revision petition.

10. Heard both sides and perused the records.

11. R.L.T.O.P.No.88 of 2021 was filed under Sections 21(2)(a), 21(2)(d) and 21(2)(g) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017. The respondent/tenant admitted the jural relationship between them in the counter and also acknowledged having signed the rental agreement. However, only objection raised was that a copy of the agreement had not been provided to him.

12. The trial Court dismissed the application, against which, R.L.T.A.No.129 of 2023 was filed. In I.A.No.1 of 2023, the landlords have marked the lease agreement as Ex.P.9 through PW.1. Though the counter has been filed by the tenant objecting to the document, he did not challenge the order passed in I.A.No.1 of 2023, pursuant to which the lease agreement had been marked and it has become final. The lease agreement dated 21.02.2019 was admitted. Subsequently, after the expiry of the lease agreement dated 21.02.2019,



on 21.01.2020, no fresh lease agreement was entered between the parties.

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13. In the judgment of this Court in ***S.Muruganandam Vs. J.Joseph*** [(2022) 2 CTC 291 or (2022) 2 Mad LJ 462] in ***C.R.P.(NPD) Nos.3056, 3061, 3062, 3063, 3067 & 3094 of 2021***, this Court has broadly classified six possible contingencies that may arise under provisions of the new Act for eviction. The contingencies are

“i Written tenancy created prior to and expired prior to the commencement of the Act(Tenant holding over under an oral tenancy);

ii Oral tenancies created prior to the New Act and no written agreement entered into;

iii Written tenancies created prior to the New Act and the period expired after the commencement of the Act;

iv Written tenancies entered after the commencement of the New Act not registered but subsisting;

v Oral tenancies created after the New Act.”

14. Further the present case falls within the three contingencies where written tenancy was created prior to the new Act and the period expired after



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commencement of the Act. As far as this case is concerned, the appellate Court,

finding that there was a written tenancy and that it had lapsed after 21.01.2020 and no fresh lease agreement was entered into, had rightly found that the landlord was entitled to invoke the grounds of eviction available under Section 21 of the new Act. Pertinently, the petitioner in his counter filed before the trial Court had also admitted to the lease agreement. The appellate Court, thus, had rightly found in favour of the landlords and allowed the appeal. I do not find any infirmity or illegality in the order passed by the appellate Court.

15. In fine, the *Civil Revision Petition stands dismissed*. One month time is granted to the petitioner for eviction from the date of receipt of a copy of this order. No costs. Consequently, the connected Civil Miscellaneous Petition is closed.

08.04.2025

Index : Yes / No

Neutral Citation : Yes / No

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To

1.The XI (11th) Small Causes Court, Chennai.

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2.The XIX (19th) Additional City Civil Court, Chennai.

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A.D.JAGADISH CHANDIRA, J.



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