



C.R.P.No.1601 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

**DATED : 03.06.2025**

CORAM :

**THE HONOURABLE MR. JUSTICE N. SATHISH KUMAR**

**C.R.P.No.1601 of 2025**

**and**

**C.M.P.No.9248 of 2025**

Sree Annamalaiyar Educational Trust,  
Represented by Mr.P.Navamani,  
C/o.Madras Institute of Hotel Management  
and Catering Technology,  
60, Poonamallee High Road,  
Kumananchavadi,  
Kattupakkam,  
Chennai – 600 046.

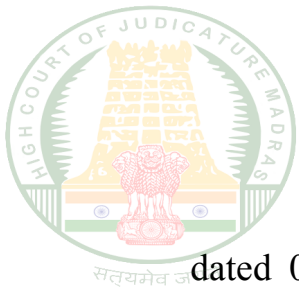
... Petitioner

Vs.

Saraswathi Educational Cultural and  
Charitable Trust,  
Represented by Mrs.Priyadharshini Rajkumar,  
C/o.Irrigation Products International  
Private Limited,  
2<sup>nd</sup> Floor, 4/113 East Coast Road,  
Neelankarai, Chennai – 600 115.

... Respondent

**PRAYER:** Civil Revision Petition filed under Article 227 of the Constitution of India against the judgment and decree dated 24.02.2025 in R.L.T.A.No.4 of 2024 on the file of the II Additional District and Sessions Court, Tiruvallur at Poonamallee, confirming the fair and decretal order



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dated 02.09.2023 in R.L.O.P.No.34 of 2022 on the file of the Principal District Munsif cum Rent Court, Poonamallee.

For Petitioner : Mr.R.Asokan

For Respondent : Mr.V.Prakash  
Senior Counsel  
for Mrs.C.Shankary

### **ORDER**

Challenging the concurrent findings of the Courts below ordering eviction of the revision petitioner under Section 21(2)(a) of the Tamil Nadu Regulation of Rights of Landlords and Tenants Act, 2017 (hereinafter referred to as “RLTA” for brevity), the present revision has been filed by the tenant.

2.Brief facts leading to the filing of the revision petition are as follows:

The revision petitioner was inducted as a tenant on a monthly rent of Rs.3,00,000/- in respect of the subject properties. An advance of Rs.20,00,000/- is said to have been paid by the petitioner. A Lease Deed was originally registered for a period of three years on 10.07.2013. It was



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renewed for another period of three years till 2019. Thereafter, by efflux of time, the period of lease came to an end. According to the respondent/landlord, the revision petitioner is on due of a sum of Rs.52,85,000/-. Despite the non-payment of arrears, the revision petitioner have insisted for renewal or extension of the lease and the same has been negatived by the landlord. Since the petitioner made an attempt in August, 2022, to lock the First Floor building, and as the rent has not been paid and further, by advent of the new Act (RLTA), as the lease has not been registered, the respondent sought eviction in R.L.T.O.P.No.34 of 2022 under Section 21(2)(a) of RLTA.

3.A counter has been filed by the revision petitioner/tenant admitting that the lease was entered for a period of three years originally and thereafter, renewed subject to increase of 5% on the prevailing rent at the end of every year. It is the contention of the revision petitioner that they have been maintaining the premises in a good and tenable condition and taking care of routine painting, cleaning the glass windows, etc. The respondent is a Trust formed by one Mr.P.Navamani, Managing Trustee, and Mrs.N.Priyanka and Mrs.R.Amutha were Trustees. The respondent is



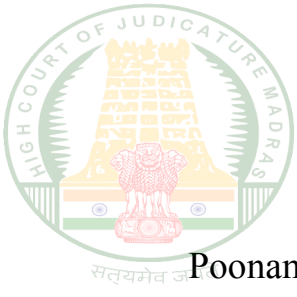
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running an Institute of Hotel Management and initially, only 40 to 50 students were studying and now, there are more than 400 students studying in the Institution. There were exchange of communications between the petitioner and the respondent. The respondent has reiterated that they will clear the arrears as early as possible, and opposed the application for eviction.

4.Before the trial Court, on the side of the petitioner therein, one Mrs.Priyadharshini Rajkumar, representing the landlord Trust, was examined P.W.1 and Exs.P1 to P25 were marked. On the side of the respondent therein, one Mr.Navamani, representing the tenant Trust was examined as R.W.1 and Ex.R1 was marked. The trial Court, after considering the jural relationship between the parties, the nature of pleadings and evidence, found that the tenant is a defaulter and further, there was no agreement registered as mandated by Section 4(2) of the RLTA, and ordered eviction by order dated 02.09.2023.

5.Challenging the same, an Appeal in R.L.T.A.No.4 of 2024 has been filed before the II Additional District and Sessions Court, Tiruvallur at



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Poonamallee. The Appellate Court has also confirmed the findings of the trial Court, by its order dated 24.02.2025.

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6.Challenging the concurrent findings of the Courts below ordering eviction, the present revision has been filed.

7.The main contention raised by the learned counsel for the revision petitioner/tenant is that the respondent/landlord has been represented by one Mrs.Priyadharshini Rajkumar. According to him, the status of the said person as to whether she is a Trustee or Agent or Power of Attorney, etc., has not been established. Therefore, it is his contention that, in the absence of empowerment by the Trust, the Trust cannot be represented by a person who is not connected with the Trust. Therefore, it is his contention that the very eviction petition filed by the said Mrs.Priyadharshini Rajkumar, who is not connected with the Trust, is not maintainable.

8.Whereas, the learned counsel for the respondent would submit that the maintainability of the eviction petition has not been questioned by the petitioner in their counter affidavit filed by them before the Court below.



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There is no evidence, whatsoever, put forth in this regard. Hence, the learned counsel prayed for dismissal of the revision.

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9.Heard the learned counsel on either side and perused the entire materials available on record.

10.As far as the relationship between the petitioner and the respondent as tenant and landlord respectively, is concerned, there is no dispute at all. In fact, the tenant, in categorical terms, has admitted about the jural relationship. In fact, revision petitioner themselves have pleaded that there was a registered lease entered into between them in the year 2013 for a period of three years and thereafter, it was renewed for another three years upto 2019, and it is the admitted case on both sides that the tenancy came to an end by efflux of time in the year 2019 itself. It is pertinent to note that, thereafter, there was no agreement whatsoever. Further, no renewal or new agreement came into existence. In the meanwhile, the new Act, viz., The Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, came into force. Section 4(2) of the Act mandates that, in relation to any tenancy created before the commencement



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of that Act, where no agreement in writing was entered into, the landlord and the tenant shall enter into an agreement in writing with regard to the tenancy within a period of 575 days from the date of commencement of the Act. Though in the present case, there was an agreement between the parties, the agreement expired in the year 2019 itself. Therefore, to continue the jural relationship, the new Act mandates entering into a new contract, which has not been done in this case.

11. That apart, it is also relevant to note that it is the specific case of the landlord that there was huge arrears of rent, which was not disputed in the counter filed by the tenant. What was pleaded in the counter is that they have informed the landlord that they will clear the arrears very soon. But the fact remains that the arrears have not been cleared so far. Further, no material, whatsoever, is placed even before this Court to show that at least some amount has been paid towards arrears of rent all these years.

12. Be that as it may, the main object of the Act, 2017 is to regulate the rent as per the terms agreed between the parties. Therefore, an agreement is mandatory to claim rights under this Act and in order to avail



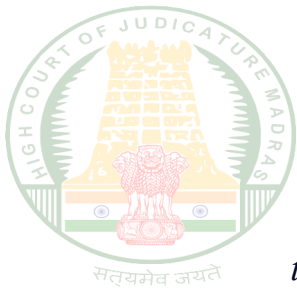
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the benefit under the Act, Section 4 directs the parties to enter into an agreement compulsorily, that too, even for existing tenancy. Time limit is also set out within which agreement should be entered into between the parties. Since the Act itself aims to regulate the rent on the basis of the terms of the contract, the parties have an obligation to enter into a contract, failing which, it may be one of the grounds for seeking eviction under Section 21(2)(a) of the Act, 2017, in terms of proviso to Section 4(2) of the Act, 2017, which contemplates that irrespective of the failure on the part of either landlord or tenant in entering into an agreement, eviction can be sought on this sole ground.

13.In this regard, this Court, in the case of ***Habeeb Hardware and another vs. M.D.Gajarajakumar [CRP.Nos.4509 and 4511 of 2024, dated 13.12.2024]***, has held as follows :

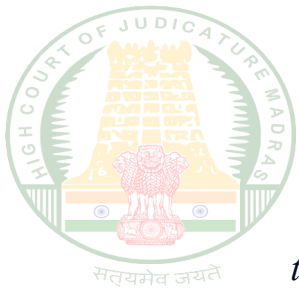
*“7.As far as the contention that the tenant is always ready and willing to execute the agreement, no documents were exhibited by the tenants. Be that as it may, the very New Act came into force on 22.02.2019. The main object of the Act is to regulate the rent as per the terms and conditions of the agreement between the landlord and the tenant. It also aims at balancing the rights and responsibilities of landlords and*



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*tenants and provide regulations of the rent as per the agreement. 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.Though, the sub-section (2) to Section 4 of the New Act makes it clear that parties are directed to enter an agreement in writing with regard to the tenancy within a period of 575 days from the date of commencement of Act, i.e., 22.02.2019; directing the parties to enter an agreement in writing is in view of this Court only to regulate the rent as per*



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*the market value, since the very object of the New Act is to regulate the rent on the basis of the terms settled between the parties in agreement. This intention of the legislation can be gathered from the subsequent provisions introduced under the New Act. Section 8 of the New Act defines what is rent payable, which reads as follows:*

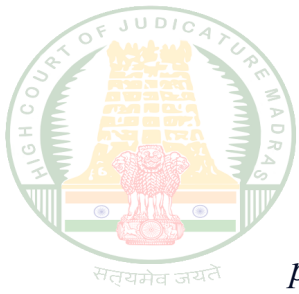
*"8. Rent payable.— The rent payable in relation to a premises shall be,—*

*(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."*

*9.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*



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*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.*

*10. Such view of the matter, this Court is of the view that merely the basis of the submissions that the tenants were ready and willing to execute the agreement will not alone be a ground to resist the eviction. Only when the tenants have bonafidely come forward to execute the agreement in writing with a reasonable market rent prevailing at the relevant point of time, it can be said that the landlord purposely did not agree to enter an agreement only for the purpose of eviction.”*

14. Section 4 of the Act, 2017, 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 into 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



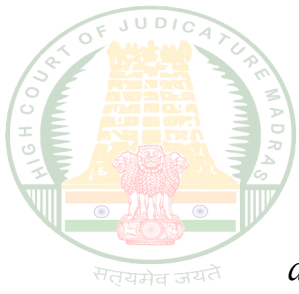
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landlord or the tenant to apply for termination of the tenancy under clause (a) of sub-section (2) of Section 21 of the new Act. In other words, the above proviso makes it clear that non-entering of agreement in writing, even on the mistake of both sides, will give rise to cause of action to the landlord for eviction under Section 21 of the New Act.

15.This Court, in the case of ***V.S.Mohan vs. Sarath Naseera and others (CRP (PD) No.782 of 2023) decided on 30.07.2024***, has held as follows:

*“16.Under Section 4(1) of the Tamil Nadu Act 42 of 2017, the concept of oral tenancy has been abolished. The new Act demands that any person taking possession of the property as a tenant or any person giving the property under tenancy as a landlord, should do so only by way of an agreement in writing. In case, tenancy agreement in writing is not entered into between the parties, then Section 4(2) proviso makes it clear that the landlord or the tenant can apply for termination of tenancy under Clause (a) of sub-section 2 of Section 21 of the Tamil Nadu Act 42 of 2017. The effect of Section 21(2)(a) is also clear. Under the said provision, if an application is made to the learned Rent Controller and the learned Rent Controller finds that the landlord and tenant have failed to enter into an*



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*agreement, then, he shall pass an order of recovery. Reading Section 4(2) proviso along with Section 21(2)(a), I am able to see that a right is given to the landlord/tenant to seek for termination of tenancy if no agreement has been entered into. If that is the situation which prevails, then, the learned Rent Controller merely passes an order recognising the existence of such situation and orders recovery of possession.”*

16. In yet another case involving identical issue in ***S. Muruganandam vs. J. Joseph***, reported in ***2022 SCC OnLine Mad 375***, this Court has held as follows:

*“Section 21(2)(a) makes failure on part of the tenant or landlord to enter into a written agreement of tenancy a ground of repossession by the landlord. Section 21(2)(a) does not specify as to the reason for failure to enter into an agreement in writing. 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 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”.*



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17. Though there was initially an agreement between the parties, admittedly, the tenancy expired due to efflux of time in the year 2019 itself, and thereafter, there is no agreement of tenancy existing between the parties. As the trial Court and the Appellate Court have clearly held that there was no agreement, which, in fact, is a ground for eviction under Section 21(2)(a) of the RLTA, this Court is of the view that the order does not require any interference.

18. Further, the contention of the learned counsel for the petitioner that an unconnected person has filed the eviction petition and therefore, the entire process is vitiated, cannot be countenanced for the simple reason that the competency of the person who has represented the Trust has not even been disputed in the counter filed by the tenant before the Court below. Therefore, the contention of the learned counsel for the petitioner that the Trust Deed has not been produced to know who authorised the person to file the eviction petition, does not arise at all. Had the competency of the person who filed the eviction petition been questioned in the counter, there would have been an opportunity for the landlord to produce the Trust Deed



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or any other authorisation. When there was no dispute raised in the counter regarding the competency of the person who filed the eviction petition, for the first time, the tenant cannot be permitted to raise such an issue at this stage. As long as there is no dispute whatsoever raised by any other trustees with regard to the competency of the person who filed the eviction petition, it has to be held that there was consent by all the trustees to maintain the eviction petition.

19. Much emphasis is placed by the learned counsel for the petitioner on the judgment of this Court in *S.A.No.220 of 2011 [V.Chandrasekaran and others v. Venkatanaicker Trust and others]*, dated 29.11.2016, wherein this Court has held that, in a suit for recovery of possession of Trust property, all the trustees should be joined. Considering the facts and circumstances of the case, the above judgment cannot be pressed into service as far as eviction is concerned. Even any one of the co-owners can maintain a petition for eviction of tenant. This issue has now been raised for the first time before this Court merely on the basis of some judgments. Such a ground cannot be raised at this stage. In such view of the matter, I do not find any merit in this revision.



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20. Therefore, this Civil Revision Petition is dismissed as devoid of merits. No costs. Consequently, connected miscellaneous petition is closed.

**03.06.2025**

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Internet : Yes

Index : Yes / No

Speaking order / Nonspeaking order

Neutral Citation : Yes / No

To

1. The II Additional District and Sessions Judge,  
Tiruvallur at Poonamallee.
2. The Principal District Munsif,  
Principal District Munsif cum Rent Court,  
Poonamallee.



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**N. SATHISH KUMAR, J.**

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