



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Order reserved on : 12.11.2025

Order pronounced on : 28.11.2025

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THE HONOURABLE MR JUSTICE P.B. BALAJI

CRP.Nos.3498 & 3923 of 2023
& CMP.No.24160 & 21798 of 2023
& CMP.Nos.21707, 22734 of 2023

Rekha R.Kuked

... Petitioner in both CRPs

Vs.

Ranjan Devi

... Respondent in both CRPs

Common Prayer: Civil Revision Petition filed under Article 227 of Constitution of India, to set aside the order dated 20.07.2022 in R.L.T.A.Nos.38 & 39 of 2021 passed by the II Additional City Civil Judge, Chennai, reversing the order dated 29.10.2021 passed in R.L.T.O.P.Nos.128 & 108 of 2021 by XII Small Causes Court Judge (Rent Court).

For Petitioner : Ms.R.Kanishca
for M/s.Nathan and Associates in both
CRPs

For Respondent : Mr.Lakshminarasimhan in both CRPs



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COMMON ORDER

These revision petitions have been filed to set aside the order dated 20.07.2022 in R.L.T.A.Nos.38 & 39 of 2021 passed by the II Additional City Civil Judge, Chennai, reversing the order dated 29.10.2021 passed in R.L.T.O.P.Nos.128 & 108 of 2021 by the XII Small Causes Court Judge (Rent Court).

2.I have heard Ms.R.Kanishca, for M/s.Nathan and Associates, learned counsel for the petitioner and Mr.Lakshminarasimhan, learned counsel for the respondent.

3.Ms.R.Kanishca, learned counsel appearing for the petitioner would submit that the petitioner had filed two eviction petitions against the respondent, invoking Sections 21(2)(a) as well as 21(2)(c) and 21(2)(g) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, contending that that there has been a failure to enter into a tenancy agreement, as required under Section 4(2) of the Act and also



against the act of unauthorized subletting and on the ground of own use and occupation, eviction was sought for.

4.The learned counsel for the petitioner would further submit that though the Rent Court ordered eviction. It was only under Section 21(2)(a) of the Act and the other two grounds were rejected. She would however state that the Rent Tribunal, on erroneous consideration of the legal position, has set aside the well considered findings of the Rent Court and dismissed the eviction petitions in toto. She would further state that the respondent, admittedly, was a tenant and after the Act came into force, there has been no agreement in writing, as contemplated under Section 4(2) of the Act.

5.The learned counsel for the petitioner would further state that even in June 2018, the petitioner had called upon the respondent to come forward to enter into a tenancy agreement. However, there was no reply to the same. Thereafter, on 20.03.2020, the petitioner has caused a termination notice and since the respondent did not come forward to vacate, the petitioner



proceeded to initiate the RLTOP proceedings. She would submit that it is not the case of the respondent that there was fulfillment of the requirement of Section 4(2) of the Act. However, taking note of the stand of the respondent that he was willing to enter into a tenancy agreement, the Tribunal has erroneously reversed the order of eviction. She would therefore submit that the petitioner is entitled to an order of eviction and the judgment of the Rent Tribunal requires interference.

6.Per contra, Mr.Lakshminarasimhan, learned counsel appearing for the respondent would submit that the petitioner ought not to have filed an eviction petition, invoking the provisions of TNRRRLT Act and his remedy was to terminate the tenancy, by issuing a notice under Section 106 of the Transfer of Property Act and thereafter, file a civil suit. In this regard, the learned counsel for the respondent relied on the decision of this Court in *S.Muruganandam Vs. J.Joseph*, reported in 2022 (2) CTC 291. He would make submissions, referring to paragraph No.23 of the said decision of this Court and contend that even this Court has held that the remedy of the landlord is to only invoke the general law and sue for eviction, after



terminating the tenancy. He would therefore submit that the Rent Tribunal has rightly reversed the findings of the Rent Court and the same does not require interference.

7.I have carefully considered the submissions advanced by the learned counsel on either side.

8.The relationship between the parties is not in dispute. The petitioner is the landlady and the respondent is a tenant in respect of two shop portions. Requiring the respondent to vacate both the shop portions, the petitioner initiated two independent RLTOPs before the Rent Court. It is the case of the petitioner that the tenancy of the respondent was terminated by issuing a legal notice on 20.08.2020, determining the tenancy by 31.08.2020. Though a reply was given on 03.09.2020, enclosing rents for August 2020 in respect of two shop portions, a separate notice was issued by the respondent's advocate, enclosing cheques representing rents for April 2020 to July 2020.



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9.A reply notice was given by the petitioner on 16.09.2020, stating that receiving the cheques were being received without prejudice to the termination notice already issued and calling upon the respondent to vacate and hand over vacant portion of both the shops, as it was required for accommodating a member of the petitioner family. As the respondent did not vacate both the portions, the RLTOPs came to be filed before the Rent Court.

10.The respondent took a stand that the requirement for accommodating the member of the petitioner's family is not bonafide and eviction petition itself has been filed with ulterior motive. He has further stated that the lawyer's notice dated 20.08.2020 was issued unilaterally, without any legal grounds and has also denied the allegation of the respondent having sublet the premises.

11.The Rent Court finding that there is no subsisting tenancy agreement between the parties and the last agreement was on 01.04.2006,



proceeded to order eviction on the ground that there has been a failure to enter into a tenancy agreement as required under Section 4(2) of the Act. Insofar as the other grounds of eviction, the Rent Court found that the petitioner is not entitled to seek eviction, in the absence of a registered tenancy agreement.

12. The respondent challenged the eviction orders under Section 21(2) of the Act, before the Rent Tribunal, by preferring two independent appeals in respect of the two shop portions. The Rent Tribunal held that the respondent was not ready and willing to enter into a tenancy agreement and the petitioner, without even waiting for the period of 575 days to lapse, has rushed to the Rent Court and consequently, the eviction petition was itself premature. The Rent Tribunal also found that in the absence of express refusal on the part of the tenant to enter into a tenancy agreement, the landlady cannot shut the door on the appellant, who was ready and willing to execute the rental agreement. On that ground alone, the eviction order passed by the Rent Court was reversed.



13.The law is now well settled with regard to the readiness and willingness of the tenant to enter into a tenancy agreement. Irrespective of whether either of the parties were ready or not, to enter into a tenancy agreement and comply with the mandate of Section 4(2) of the Act, if no agreement is reached in terms of Section 4(2) of the Act, then it is open to the landlord to seek eviction by invoking Section 21(2)(a) of the Act.

14.Even with regard to the period of 575 days and the finding of the Rent Tribunal that the RLTOPs are premature, this issue has been settled by this Court in *M/s.Motor Vehicles and Allied Association, Represented by its Secretary Vs. J.Paramanandam* in *CRP(NPD).No.4199 of 2022* dated 29.04.2024, where this Court held that even assuming the eviction petition was filed prior to expiry of 575 days, if by the time the Court is called upon to pass a decree, the said period lapses or gets expired, then the landlord is entitled to relief as prayed for in the petition. In fact, the effect of Amendment Act has been dealt with by this Court in *S.R.Venkatesh Vs. R.Jayakumar* in *CRP.No.3031 of 2022* dated 11.10.2022 as well and it has been held that the tenant cannot take advantage of the amendment to



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contend that the landlord has to wait for 575 days to expire before approaching the Rent Court. Therefore, In the light of the above two decisions, there is no merit in the argument of the learned counsel for the petitioner tenant.

15.The landlady cannot be forced to sit through the period of 575 days, before seeking eviction under Section 21(2)(a) of the Act, especially after having terminated the tenancy and making an allegation that the respondent has sublet the petition shops. No prudent landlord or landlady can be expected to condone acts of subletting and go ahead and enter into tenancy agreements with the erring tenants. Therefore, I am unable to countenance the view adopted by the Rent Tribunal that the petitioner has shut the door on the tenant, by refusing to accept his proposal / offer for entering into the tenancy agreement. In the light of the above, I am inclined to set aside the findings of the Rent Tribunal and restore the order of eviction passed by the Rent Court.



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16. Even as regards the reliance placed on the decision of this Court in *S.Muruganandam Vs. J.Joseph*, reported in 2022 (2) CTC 291, I am unable to countenance the argument of Mr.Lakshminarasimhan, that in the facts of the present case, the landlord has to resort only to a civil suit. The reliance placed on paragraph No.23 and 23(a) of the said decision, in order to contend that the remedy is only before the Civil Court is wholly misplaced. The Paragraph Nos.23 and 23(a), directing the landlord to seek eviction invoking the general law, after terminating the tenancy, before the Civil Court, was only with reference to a case where Section 5(3) of the Act would come into play and not otherwise. In the present case, admittedly, there is no tenancy agreement registered in compliance with Section 4(2) of the Act in the first place and therefore, reliance cannot be placed on Section 5(3) and the decision in *S.Muruganandam's case* in that regard, to contend that the invocation of the provisions of the new Act is impermissible.

17. In fine, the Civil Revision Petitions are allowed and the order dated 20.07.2022 in R.L.T.A.Nos.38 & 39 of 2021 passed by the II Additional City Civil Judge, Chennai, reversing the order dated 29.10.2021



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passed in R.L.T.O.P.Nos.128 & 108 of 2021 by XII Small Causes Court Judge (Rent Court) are set aside. The respondent-tenant shall vacate and hand over the vacant portion on or before 31.01.2026. No costs. Connected Civil Miscellaneous Petitions are closed.

28.11.2025

Neutral Citation: Yes/No
Speaking Order/Non-speaking Order
Index : Yes / No
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To

- 1.The II Additional City Civil Judge, Chennai.
- 2.The XII Small Causes Court, (Rent Court), Chennai.



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P.B. BALAJI,J.

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Pre-delivery order made in
CRP.Nos.3498 & 3923 of 2023
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& CMP.Nos.21707, 22734 of 2023

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