



CRP No.1863 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 12.06.2025

CORAM

THE HONOURABLE MR. JUSTICE N. SATHISH KUMAR

CRP NO.1863 of 2025

Ravi Kapoor @ R.J.Ravindranath ... Petitioner

Vs.

Janaki ... Respondent

Prayer : Civil Revision petition has been filed under Article 227 of the Constitution of India to set aside the Judgment and decree dated 03.02.2025 passed by the learned XVIII Additional Judge, City Civil Court, Chennai, in RLTA No.5 of 2025, by erroneously setting aside the judgment and decree dated 18.10.2023 passed by the learned XI Judge, Court of Small Causes, Chennai in RLTOP No.188 of 2023, and allow the above CRP by restoring/confirming the order of eviction passed by the Rent Court.

For Petitioner : Mr. K.P.Ashok

For Respondent : Mr. R.R.Mohana Raja

ORDER



CRP No.1863 of 2025

Challenging the order of the Appellate Authority, reversing the order of the Rent Controller, the present revision has been filed.

2. The parties are referred to as per their ranking before the Rent Court.

3. The applicant/landlord has filed an application under Section 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act 2017 (hereinafter referred as the “Act”) for eviction of the tenant on the ground that the written rental agreement has not been registered within 575 days.

4. The stand of the respondent/tenant is that though the applicant used to collect the rents, and the rents have been paid regularly by the respondent, there was no landlord and tenant relationship between the parties. One R.K.Manulal has filed a similar petition for eviction against the father of the respondent in RCOP No.2322 of 1976, and the same was dismissed on 28.04.1978. According to the respondent, the applicant has not proved that the premises belonged to him. Even after termination notice, the applicant has collected the rent from the respondent. Only after filing of the eviction petition, he refused to receive the rent. Hence,



CRP No.1863 of 2025

opposed the application.

WEB COPY

5. Before the Rent Court, on the side of the applicant/landlord, the applicant examined himself as PW.1 and on the side of the respondent/tenant, the respondent examined herself as RW1 and Exs.R1 to R4 were marked..

6. The Rent Court, taking note of the submissions and the documents filed, allowed the application by an order dated 18.10.2023. However, the First Appellate Authority, vide its order dated 03.02.2025 in RLTA No.5 of 2024, dismissed the RCOP and allowed the appeal on the ground that since the permanent land register reflects the name of Gurunanak Trust, the applicant/landlord is not entitled for eviction. Challenging the same, the present revision is filed by the applicant/landlord.

7. The learned counsel for the applicant/landlord would submit that the First Appellate Authority ought not to have gone into the title when the very Act itself clearly stipulates that the jurisdiction of the Rent Court is



limited only with regard to the tenancy agreement. The question of title or ownership of the premises shall be beyond the jurisdiction of the Rent Court. Further, the very counter indicates that rents were received by the applicant and rents have been regularly paid by the respondent. Hence, It cannot be said that there was no jural relationship between the parties and further, the very rent receipts filed by the respondent before the Rent Court proves the jural relationship between the parties.

8. Whereas, the learned counsel for the respondent/tenant submitted that one R.K.Manulal had earlier filed RCOP in the year 1976 against the respondent's father before the VIII Small Causes Court, Chennai, which was dismissed on 28.04.1978. There was no jural relationship between the parties and the permanent land register reflects the name of the Gurunanak Trust. Therefore, the applicant is not entitled to seek eviction. The learned counsel further submitted that Section 3(c) of the Act extends to the Trust property.

9. I have considered the matter in the light of the submissions made by the learned counsel and perused the materials available on records carefully.

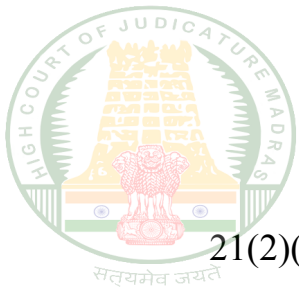


CRP No.1863 of 2025

WEB COPY

10. Now, the point arose for consideration is that whether there is
jural relationship between the parties or not.

11. Though there was no written agreement entered into between the parties, the fact is that the applicant was collecting the rents from the very beginning and the rents have been regularly paid by the respondent to the applicant. The said facts have been admitted in the very counter itself. That apart, the exhibits filed on the side of the respondent, viz., rent receipts, also substantiated the said facts. It is relevant to note that the very object of the 2000 Act is to regulate the rent as per the terms of the agreement entered into between the owner of the premises and tenant. It also aims to balance the rights and responsibilities of the landlord and the tenant and provide regulation of the rent as per the agreement. Section 4(2) of the Act mandates that even when the tenancy was created before the commencement of this Act and no agreement in writing was entered into, the landlord and the tenant shall enter into an agreement in writing with regard to that tenancy within a period of 575 days from the date of the commencement of the Act. The above proviso makes it clear that despite failure on either side, the same will be a ground for eviction. Section



21(2)(a) of the Act provides ground for eviction, in the event of the agreement not being entered into within 575 days. Therefore, once the Act came into force, it is the duty of the parties to enter into an agreement. Admittedly, in this case, no such agreement was entered. In fact, which gives cause of action for eviction.

12. As far as the other contention now raised that there is no landlord and tenant relationship is concerned, it is relevant to note that “the landlord” as per the definition of the Act means a person, who receives or is entitled to receive, the rent of any premises, on his own account, with the premises rented to tenant and shall include a trustee also”. Similarly, a tenant means “ a person by whom or on whose account or behalf, the rent of any premises is, or, would be payable for any premises, is the tenant under the Act. Therefore, from the above definition, it is made clear that to be a landlord, one need not be the owner of the property. One who receives rent, on his own account, is a landlord under the Act. Similarly, a person, who pays the rent to such person is the tenant. Therefore, now having admitted that rents have been regularly paid to the applicant, now the tenant cannot take a different view and question the title of the landlord.



CRP No.1863 of 2025

WEB COPY 13. It is further to be noted that Section 40 of the Act clearly stipulates that the jurisdiction of the Rent Court shall be limited to the tenant's agreement alone. The question of title or ownership of the premises will be beyond the jurisdiction of the Rent Court. Despite the above stipulation in the Act itself, the First Appellate Court has simply gone into the title, that too without any proof, merely on the basis of some permanent land register filed.

14. Yet another submission of the learned counsel is that Section 3 of the Act clearly exclude the applicability of the Tamil Nadu Regulation of Rights and Responsibility of the Landlord and Tenant Act. On perusal of section 3 of the Act, it is made very clear that any religious or charitable institution is exempted from the Government by notification alone and not exempted from this Act. No such notification was available on his record. Therefore, exclusion of the applicability of Such Act as submitted by the respondent has no force in the eye of law.

15. Therefore, in the absence of any agreement entered within 575



days, after commencement of the Tamilnadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, which gives the landlord for recovery of the premises as per Section 21[2][a] of the Tamilnadu Regulation of Rights and Responsibilities of Landlords and Tenants Act. This aspect has been elaborately discussed in the judgment of this Court in CRP NPD Nos.3056, 3061, 3062, 3063 and 3067 of 2021, dated 04.02.2022 [S.Muruganandam Vs. J.Joseph, wherein this Court in para 13 has held as follows :

“13. From the instances that had arisen in these six revisions, the different types of cases that may arise before the Rent Court can be broadly classified as follows:

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



WEB COPY



CRP No.1863 of 2025

Act;

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

v. Written tenancies created after the commencement of the New Act and had presently expired (either registered or unregistered)

vi. Oral tenancies created after the New Act.”

Further in paragraph 16 of the above judgment, it has been held as follows

:

“16. I have enumerated the six possible contingencies that would arise in respect of either execution of a written agreement or registration thereof under the provisions of the New Act. As far as the first three contingencies are concerned, it can straight away be concluded without much difficulty that all of them will be covered by Section 4(2) and its proviso. Thus the landlord would have the right to invoke Section 21(2)(a) of the New Act, in respect of contingencies 1 & 2 and all



WEB COPY



CRP No.1863 of 2025

other clauses of Section 21(2) in the respect of the third contingency to seek eviction of such tenants where the agreement expired after the commencement of the New Act. This is for the reason that the predecessor enactment recognised oral tenancies and the general law namely the Transfer of Property Act also recognised oral tenancies.”

In such view of the matter, the very Act itself gives a right to the landlord for eviction of the tenant for violation of mandatory provisions. Hence, the order of the appellate court is liable to be set-aside .

16. Accordingly, the Civil Revision Petition is allowed and the judgment and decree dated 03.02.2025 passed by the XVIII Additional Judge, City Civil Court, Chennai in RLTA No.5 of 2024 is set-aside and thereby, the judgment and decree dated 18.10.2023 passed by the XI Judge, Court of Small Causes , Chennai in RLTOP No.188 of 2023 is confirmed. No costs.



CRP No.1863 of 2025

12.06.2025

WEB COPY mrp

To

1. The XVIII Additional Judge, City Civil Court, Chennai.
2. The XI Judge, Court of Small Causes, Chennai.



WEB COPY



CRP No.1863 of 2025

N. SATHISH KUMAR, J.

mrp

CRP No.1863 of 2025

12.06.2025