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CRP No. 1891 of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 29-04-2025

CORAM

THE HONOURABLE MS. JUSTICE P.T. ASHA

**CRP No. 1891 of 2025
and CMP No.10892 of 2025**

V.Ganesh

Ganesh Institute of Maths and Accountancy,
NO.29, Nainappa Naicken Street, Chintadripet,
Chennai-600002 Residential Address at B/3, II Floor,
Ceebros Lotus Apartments, 31/40, Montieth Road,
Egmore, Chennai-600008.

Petitioner(s)

Vs

S.Balaji

S/o. Late A.Subramanian,
No.16, Nainappa Naicken Street, Chintadripet,
Chennai-600002

Respondent(s)

Civil Revision Petition filed under Article 227 of the Constitution of India
to set aside the order dated 25.03.2025 passed in M.P.No.1 of 2025 in
R.L.T.O.P.No.512 of 2024 on the file of the XIV Small Causes Court, Chennai.

For Petitioner(s): Mr.Abudu Kumar Rajaratnam, Senior Counsel
for M/s.Vijayalakshmi K.Rajaratnam



ORDER

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The above civil revision petition is filed by the petitioner/tenant challenging the order dated 25.03.2025 passed in M.P.No.1 of 2025 filed for dismissing R.L.T.O.P.No.512 of 2024 as not maintainable, on the ground that the Small Causes Court does not have the jurisdiction to entertain the R.L.T.O.P.

2. The brief facts are as follows:

2.1 The petitioner and the respondent hereinafter will be referred to as the tenant and landlord, respectively.

2.2 The landlord has filed the above R.L.T.O.P.No.512 of 2024 seeking to evict the tenant on the ground that there was no tenancy agreement as contemplated under Section 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (for brevity “the Act”).

2.3 It is the contention of the landlord that the tenant had approached him and requested him to let out his premises on rental basis and accepting the



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said request, a tenancy agreement dated 30.07.2004 was entered into between them, in and by which, an advance of Rs.50,000/- was paid and the monthly rent was fixed at Rs.4,000/-. The tenancy agreement was initially for a period of eleven months commencing from 01.08.2004 to 30.06.2005. Thereafter, it was only on the insistence of the landlord that the tenancy agreement was being renewed. The last of the renewal was on 29.10.2012 and thereafter, despite the request of the landlord for renewing the tenancy, the tenant had not come forward to do so. The landlord would submit that in 2010, the advance was increased to a sum of Rs.75,000/- and from the year 2006 the tenant had been using the premises as tuition centre in the name of “Ganesh Institute of Maths and Accountancy”.

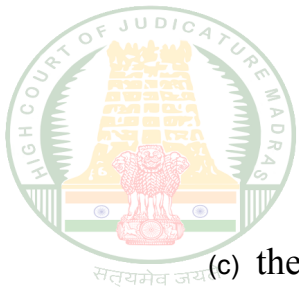
2.4 It is the further contention of the landlord that the last rental amount received was a sum of Rs.17,250/- for the month of April 2024 by way of an antedated cheque. Thereafter, from May 2024, the tenant has been in default. Not only has the tenant committed default in payment of rent, but, he had also altered the premises without the consent of the landlord, in and by



which, he had demolished the kitchen room of the premises and converted the same for tuition purpose, thereby, converting a residential premises into a non-residential one. In the meanwhile, the Act came into force in the year 2017 and under the said Act, registration of the rental agreement was mandatory. Since the tenant had not come forward to register the tenancy agreement despite the landlord's request, this proceeding had been initiated by the landlord.

2.5 The tenant on entering appearance in the above matter, had come forward to file an application in M.P.No.1 of 2025 for dismissing the proceedings as not maintainable. The grounds, on which, the said petition had been filed, read as follows:

- (a) the tenancy agreement was being renewed between the landlord and the tenant from the month of August 2019 through various WhatsApp messages, which have been extracted in the petition, on the basis of which, the rent was increased from a sum of Rs.12,000/- to Rs.15,000/- and later, to a sum of Rs.17,250/- from April 2023.
- (b) the landlord and the tenant had a mutual discussion and had come to the understanding that from the month of November 2019, the rent would be payable at the rate of Rs.15,000/- per month.



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(c) the Act would have no application to those tenancy agreements entered into subsequent to the commencement of the Act or if any tenancy premises is let or allowed to be continued as a tenant with new terms and conditions and the Act would apply only in case, where the tenancy agreement is as per Sections 4(1) and 4(3) of the Act.

(d) The rental agreement between the landlord and the tenant is in effect to date.

2.6 The landlord had filed a counter affidavit stating that after 29.10.2012, the rental agreement has not been renewed and the WhatsApp messages were sent calling upon the tenant to renew the agreement, to which, the tenant had not agreed. The tenant was also in default of the rents apart from converting the premises without the consent of the landlord. Since the rental agreement had come to an end and the new Act came into force, the petition filed by the landlord was very much maintainable.

2.7 The learned XIV Small Causes Judge, Chennai, by order dated 25.02.2025 was pleased to dismiss the petition in M.P.No.1 of 2025, challenging the same, the tenant is before this Court.



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3. The learned Senior Counsel appearing on behalf of the tenant would draw the attention of this Court to the judgment of this Court in C.R.P.(NPD).Nos.3056 of 2021, *etc.*, where, the learned Judge was considering a batch of cases, where, even at the stage of numbering the petitions, the same have been rejected on the ground that there is an absence of tenancy agreement, which is mandatory for the purpose of invoking the jurisdiction of the Rent Court under the new Act. It is the further contention of the learned Senior Counsel that after considering the various petitions, the learned Judge had classified the issue into six different types of cases, which are 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 Act;
- iv. Written tenancies entered after the commencement of the New Act not registered by subsisting;



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

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vi. Oral tenancies created after the New Act.

4. The learned Senior Counsel would rely upon the observations of the learned Judge in various paragraphs, where, the learned Judge has observed that in the case of the first three classes of cases, where, tenancies had been entered into prior to commencement of the Act and the provisions of Sub-Section 2 of Section 4 of the Act has not been complied with by the landlord or the tenant, then the landlord is at liberty to seek eviction under Section 21(2)(a) of the Act. The learned Judge has further observed that as regards the fourth class of cases *viz.* written subsisting tenancies entered into after the commencement of the Act, but, not registered, the landlord can seek eviction only under the Transfer of Property Act, 1882. Further, the learned Judge observed that the fifth category relates to agreements, which had been entered into after the commencement of the Act and had expired at the time of presentation of the eviction petition and here again, there may be two kinds of



agreements viz. a registered tenancy agreement or an unregistered agreement.

With reference to the fifth category, the learned Judge has observed three contingencies, which are as follows:

- i. The landlord demanding possession at the end of the tenancy and the tenant refusing to vacate;
- ii. The landlord demanding possession within the period of six months during which the tenancy is deemed to continue; and
- iii. There is no demand by the landlord even after the expiry of the six months period.

With reference to the first and third contingencies, the learned Judge has observed that the landlord can only invoke the General Law and sue for eviction after terminating the tenancy. With reference to the second contingency, the learned has observed that it is well open to landlord to invoke the provisions of Section 21(2) except of course Clause (a) of Sub-Section 2 of Section 21 of the Act. It is further observed by the learned Judge that in the case of sixth contingency, where, there is no written agreement of tenancy either registered or unregistered, the landlord can only seek remedy under the Transfer of Property Act, 1882.



5. The learned Senior Counsel submitted that the petitioner's/tenant's case will fall in the fifth category and therefore, it is only a suit for eviction that can be filed.

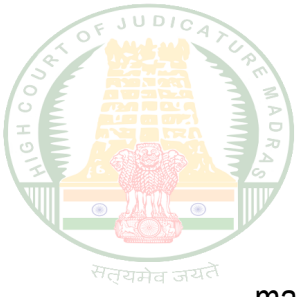
6. Heard the learned Senior Counsel appearing for the petitioner/tenant and perused the records.

7. In order to appreciate the submissions, it would be appropriate to extract the Section 4(2) and its *proviso* and also Section 21(2)(a) of the Act, which reads as follows:

4.Tenancy Agreement.-

(2) Where, in relation to a tenancy created before the commencement of this Act, 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 [five hundred and seventy five days] from the date of commencement of this Act:

Provided that where the landlord or tenant, fails to enter into an agreement under this sub-section, the landlord or tenant shall have the right to apply for termination of the tenancy under clause (a) of sub-section (2) of Section 21.



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21.Repossession of the premises by the landlord.-

(2) The Rent Court may, on an application made to it in the manner as may be prescribed, made an order for the recovery of possession of the premises on one or more of the following grounds, namely:-

[(a) that the landlord and tenant have failed to enter into an agreement under sub-section (2) of section 4;]

8. In the first instance, it is the admitted case of both the parties that the last of the renewal of the tenancy agreement was on 29.10.2012 and thereafter, despite the request of the landlord, the tenant had not come forward to execute the tenancy agreement. Therefore, on considering the order passed in C.R.P.(NPD).Nos.3056 of 2021, *etc.* batch, it is clear that the present case would clearly fall within the class of cases at serial no.1 *i.e.* prior to the commencement of the Act tenancy agreement had been created and the same had expired. Therefore, the possession of the tenant is that of a tenant holding over under an oral tenancy. The learned Judge has clearly observed that in such cases, the tenant is liable to be evicted, as there is no written agreement.



9. In such view of the matter, the learned XIV Small Causes Judge,

Chennai, has rightly rejected the application in M.P.No.1 of 2025 and I see no

reason to hold otherwise.

Hence, this civil revision petition stands dismissed. No costs. Connected

C.M.P. is closed.

29-04-2025

nsd

Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No

To

1.S.Balaji

S/o. Late A.Subramanian,

No.16, Nainappa Naicken Street, Chintadripet, Chennai-600002

2.The XIV Small Causes Judge, Chennai.



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P.T.ASHA J.

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