



C.R.P.No.1892 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.1892 of 2025

and

C.M.P.No.10894 of 2025

K.Mohamed Sait Kaniyar

... Petitioner

Vs.

P.SathyaKumari

... Respondent

PRAYER: Civil Revision Petition filed under Article 227 of the Constitution of India against the judgment and decree dated 24.01.2025 in R.L.T.A.No.186 of 2023 on the file of the III Additional City Civil Court, Chennai, confirming the order dated 28.03.2023 passed in R.L.T.O.P.No.137 of 2019 on the file of the XI Court of Small Causes, Chennai.

For Petitioner : Mr.D.Vijaya Babu

For Respondent : Mr.A.Manojkumar



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ORDER

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

2.The revision petitioner was a tenant under the respondent on a monthly rent of Rs.25,000/-. He was inducted as tenant as per the agreement dated 15.06.2015 for a period of 11 months. After the expiry of the agreement, there was no fresh agreement entered. Further, the revision petitioner is also a chronic defaulter and has not paid the rent. Hence, eviction was sought under Section 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (hereinafter referred to as “RLTA” for brevity). The trial Court has ordered eviction under Section 21(2)(a) of the Act, since the mandatory compliance under Section 4(2) of the Act has not been complied with. The Appellate Court has also confirmed the order of the trial Court. Challenging the concurrent findings of the Courts below ordering eviction, the present revision is filed.



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3.Learned counsel for the revision petitioner submitted that the landlord did not come forward to execute a new tenancy agreement as mandated under the Act. He further submitted that, though the revision petitioner was ready to execute the agreement, it was the landlord, who did not agree for execution and further, the landlord, contrary to the earlier rental agreement dated 15.06.2015, has let out another portion in the subject premises to some other tenant for the purpose of conducting very same textile business, on account of which, the tenant has suffered huge financial loss. It is his contention that the landlord on his own fault cannot blame the tenant for the non-execution of any written agreement after the commencement of the new Act.

4.Heard the learned counsel on either side and perused the material documents available on record.

5.Though the parties had entered into a rental agreement on 15.06.2015 for a period of 11 months, the tenancy expired thereafter, and admittedly, there was no tenancy agreement between the parties after the



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Act, 2017, which came into force with effect from 22.02.2019. 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 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.

6.It is relevant to note that the tenant must have shown some evidence to the extent that he was ready to enter into an agreement with a reasonable rent as per the market value and that it was the respondent, who refused to enter into an agreement, in the absence of which, it cannot be said that the order of eviction is bad in the eye of law. Moreover, the

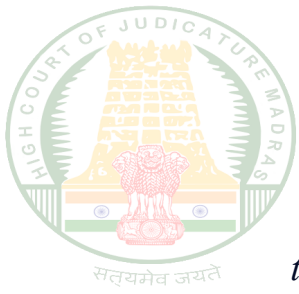


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revision petitioner/ tenant had not taken any such steps to avail the benefit of the Act, 2017. In this regard, this Court in the case of ***Habeeb Hardware and another vs. M.D.Gajarajakumar*** made in ***CRP.Nos.4509 and 4511 of 2024***, dated 13.12.2024, 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 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



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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 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;

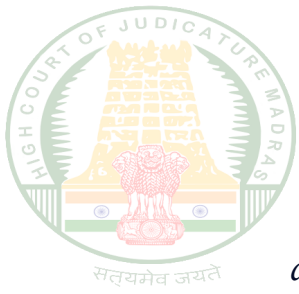
(b) in case of tenancies entered into before the commencement of this Act, where no agreement was executed between the parties, the rent agreed to between the landlord and the tenant in the agreement executed



*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 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



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agree to enter an agreement only for the purpose of eviction.”

7. 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 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. 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:

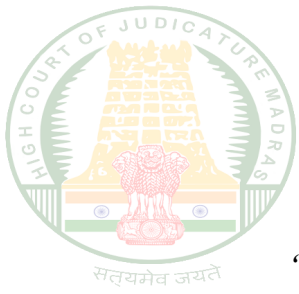


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“16.Under Section 4(1) of the Tamil Nadu Act 42 of 2017, the concept of oral tenancy has been abolished. The new Act demands that any person taking possession of the property as a tenant or any person giving the property under tenancy as a landlord, 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 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.”

9.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:



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“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”.

10. Admittedly, the tenant has not established anything before the Rent Court as well as Appellate Court to substantiate that he had taken steps and was ready to execute the agreement. Therefore, this Court is not inclined to interfere with the concurrent findings of the Courts below, ordering eviction under Section 21(2)(a) of the Act.

11. When the Court was about to dismiss the revision on merits, the learned counsel for the petitioner would submit that the revision petitioner will pay the arrears of Rs.11,38,649/- (Rupees Eleven Lakhs Thirty Eight Thousand Six Hundred and Forty Nine only) in four installments to the



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respondent and the petitioner is also prepared to file an affidavit in this regard and also sought time for eviction. Accordingly, an affidavit is also filed today, wherein, the revision petitioner has undertaken to settle the outstanding arrears of rent of Rs.11,38,469/-, as per the calculation memo filed before this Court dated 29.04.2025, in four installments on or before 31.05.2026. The revision petitioner has undertaken in the affidavit that the first installment of a sum of Rs.3,00,000/- (Rupees Three Lakhs only) will be paid on 03.07.2025 and remaining amount will be paid on or before 31.05.2026. The petitioner has further undertaken that he will vacate the rental premises on or before 31.12.2025 without fail. The affidavit filed by the petitioner is taken on record. Besides, the petitioner shall also pay interest on the amount. Till the petitioner vacates the premises, the existing rent of Rs.25,000/- shall be paid by the petitioner without any default. The learned counsel for the respondent shall ensure that the execution proceedings are not proceeded with, since this Court has granted time till 31.12.2025. It is made clear that, if there is any violation as against the undertaking made before this Court, the petitioner will be proceeded for contempt of Court.



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12. With the above observations, this Civil Revision Petition is disposed of. 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 III Additional Judge,
City Civil Court,
Chennai.

2. The XI Judge,
Court of Small Causes,
Chennai.



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N. SATHISH KUMAR, J.

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