

CRP.No.2165 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Order reserved on : 08.07.2025

Order pronounced on : 18.07.2025

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THE HON'BLE MR. JUSTICE P.B.BALAJI

CRP.No.2165 of 2025
& CMP.No.12665 of 2025

A.Thiruvengadam

..Petitioner

Vs.

1.D.Neela
2.S.Lakshmi
3.M.Anitha
4.S.Kavitha
5.P.Kanchana
6.G.Priya

..Respondents

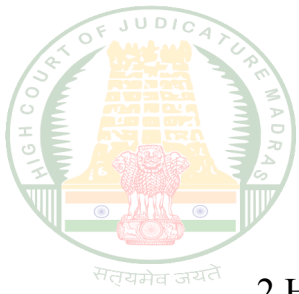
Prayer: Civil Revision Petition filed under Section 115 of CPC, to set aside the impugned order viz., order dated 16.04.2024 passed in MP.No.02 of 2025 in RLTOP.No.461 of 2024 and permit the petitioner to cross-examine the 1st respondent.

For Petitioner : Mr.M.Sridhar

For Respondents : Mr.M.Venkatesan

ORDER

The Civil Revision Petition has been filed to set aside the impugned order dated 16.04.2024 passed in MP.No.02 of 2025 in RLTOP.No.461 of 2024 and permit the petitioner to cross-examine the 1st respondent.



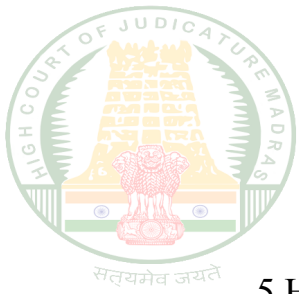
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2.Heard Mr.M.Sridhar, learned counsel for the petitioner/tenant and Mr.M.Venkatesan, learned counsel for the respondents/landlords.

3.The revision petitioner is a tenant, facing proceedings for recovery of possession in RLTOP.No.461 of 2024 before the XV Rent Court at Chennai. Pending the said proceedings, he took out an application in MP.No.02 of 2025 for permission to cross-examine the 1st respondent/landlord herein. The said application was dismissed by the Rent Court and challenging the same, the present revision has been filed.

4.The learned counsel for the petitioner would submit that Section 21(2)(a) of Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, (herein after called as Act) will not apply where an agreement was already entered into between the parties and he would refer to the provision itself and also sub section 2 to Section 4 of the Act and contend that in the case on hand, there was a tenancy between the parties which was not subsequently renewed and therefore, in order to establish that the 1st respondent is not entitled to an order for recovery of possession under Section 21(2)(a) of Act, the petitioner intended to cross-examine the landlord, to bring it to light the agreement which had already entered into between the parties.



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5.He would therefore state that the Rent Court ought not to have dismissed the application and instead should have given an opportunity to the petitioner to cross-examine the landlord. He would further point out that several other allegations relating to the building being more than 100 years old and that it is in a dilapidated and damaged condition have been made with further allegations against the petitioner that he had obtained electricity connection illegally. Therefore, to meet all these averments and allegations, the learned counsel for the petitioner states that the Rent Court ought to have granted a fair opportunity to the revision petitioner to cross-examine the 1st respondent/landlord.

6.Per contra, the learned counsel for the respondents/landlords would contend that the petition has been filed only for recovery of possession, invoking Section 21(2)(a) of the Act and not on any other grounds. He would therefore state that though in the petition while narrating the facts, the respondents have stated that the building is old and that the petitioners intended to demolish and reconstruct the same and the tenant has also obtained electricity connection without the consent of the landlords, he would state that these matters are not necessary for consideration by the Rent Court and the only



issue would be whether there was a valid and subsisting tenancy agreement as required under Section 21(2)(a) of the Act or whether there has been a failure, entitling the respondents to an order of recovery of possession. He would therefore pray for dismissal of the revision.

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

8.Section 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, is extracted hereunder for easy reference:

“Repossession of the premises by the landlord:

(a) that the landlord and tenant have failed to enter into an agreement under sub-section (2) of Section 4.”

Sub-section 2 of Section 4 is also extracted hereunder:

Sub-section (2) of Section 4 relates to tenancies created before this Act came into force and where there was no agreement in writing. In such cases it was mandated that the landlord and tenant should enter into a tenancy agreement within a period 90 days from the date of commencement of this Act. Thereafter, the time limit was initially extended from 90 days to 210 days. However, by Act 3 of 2020 taking effect from 20.09.2019 which received the assent of the Governor on 15.02.2020 and also published in the Tamil Nadu Government Gazette in Part -IV-Section 2 on the same day, the time limit has been prescribed as 575 days from the date of commencement of this Act, i.e, 575 days from 22.02.2019.



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The proviso to sub-section (2) of Section 4 provides a right to both the landlord as well as the tenant to apply for termination of tenancy under clause (a) of sub-section (2) of Section 21 which stipulates the effect of a failure to enter into an agreement in writing.

The said sub-section (2) as well as the proviso to the said sub-section of Section 4 is concerned with only execution of a written tenancy agreement and it does not relate or refer to a registration of the agreement with the Rent Authority.”

9. According to the petitioner, the parties have entered into a tenancy agreement even in the year 2002 and therefore, the respondents were not entitled to bring their case within Section 21(2)(a) of the Act as an agreement was already in place. It is the further contention of the learned counsel for the petitioner that the period of 575 days set out in Sub section 2 to Section 4 would apply only where there was no agreement in writing between the parties. However, in the case on hand, the respondents themselves have admitted that the petitioner has been inducted as a tenant on 01.12.2002 and that subsequently, the rent was also revised from time to time.

10. However, I am unable to countenance the said arguments of the learned counsel for the revision petitioner. Section 21(2)(a) enables the landlord to seek for recovery of possession of the tenanted premises when there



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has been failure to enter into an agreement under Section 4(2) of the Act. Under Sub section 2 to Section 4, if the tenancy has been created before the commencement of the Act and there was no agreement in writing entered into, then the landlord and tenant are required to enter into a fresh agreement in writing, within a period of 575 days from the commencement of the Act. The proviso Section 4(2) of the Act entitles either the landlord or the tenant, in the event of failure to enter into an agreement, under Sub section 2 to a right to apply for termination of tenancy under Section 21(2)(a) of the Act.

11.The argument advanced by the learned counsel for the petitioner appears to be attractive at first blush. He contends that there was an agreement in writing entered into and therefore, according to him, Section 4(2) will have no application at all and consequently Section 21(2)(a) of the Act cannot be invoked. The object of Section 4 is that under the new enactment, the parties are first and foremost required to enter into an agreement in writing. Sub section 2 to Section 4 of the Act mandates that if there is a tenancy created before the commencement of the Act and there was no agreement in writing, then it was incumbent for the landlord and tenant to enter into an agreement in writing within the stipulated period of 575 days, failing which right to apply for recovery of possession is made available in terms of Section 21(2)(a) of the Act.



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12. In the case on hand, the contention of the petitioner/tenant is that there being an agreement in writing in 2002, Section 4(2) of the Act is not available to the respondents/landlords. Section 4(2) has to be interpreted in a manner to give life to the provisions enacted, namely the proviso as well as Section 21(2)(a) of the Act. The object with which Section 4(2) has been inserted in the enactment is to require agreements to be reduced to writing wherever tenancies commenced prior to the Act, in order to bring such tenancies also within the fold of the new Act. At the same time, it should be borne in mind that the only test should be whether there was a written agreement on the date of commencement of the Act.

13. Even according to the revision petitioner, the tenancy agreement entered into in the year 2002 was not subsequently renewed and therefore, it was not given life by way of renewals and as on the date of the commencement of the Act, it can only be stated that the agreement between the parties was not in writing and therefore, the requirement of Section 4(2) and the proviso will definitely come into play. In the light of the above, I am unable to countenance the arguments advanced by the learned counsel for the revision petitioner.



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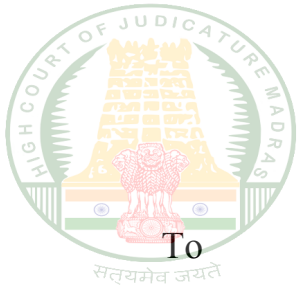
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14.The Rent Court has also rightly found that there is no necessity to permit cross-examination of the landlord as the petitioner has admitted the tenancy and non renewal of lease agreement would be irrelevant. The Rent Court has also followed the ratio laid down by this Court in *J.Thennarasu and Others Vs. Anitha Nalliah*, reported in 2022 5 CTC 519, in coming to the conclusion that the only issue to be decided is pertaining to failure to enter into written rental agreement for which no cross-examination is required on the facts and circumstances of the case. Therefore, I do not find any merit in the revision and no perversity or illegality in the findings rendered by the Rent Court, warranting interference under Article 227 of Constitution of India.

15.In fine, the Civil Revision Petition is dismissed. The Rent Court is directed to dispose of RLTOP.No.461 of 2024, on merits and in accordance with law, within a period of eight weeks from the date of receipt of a copy of this order. There shall be no order as to costs. Connected Civil Miscellaneous Petition is closed.

18.07.2025

Speaking/Non-speaking order
Index : Yes/No
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To

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The XV Rent Court, Chennai.



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P.B.BALAJI.J.

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Pre-delivery order made in
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