



C.R.P.No.2983 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 05.08.2025

CORAM :

THE HONOURABLE MR. JUSTICE N. SATHISH KUMAR

C.R.P.No.2983 of 2025

and

C.M.P.No.16775 of 2025

Ramakanth

... Petitioner

Vs.

Mohamed Zahoorullah

... Respondent

Civil Revision Petition filed under Article 227 of the Constitution of India against the order dated 23.04.2025 passed by the learned XVI Additional District and Sessions Judge, City Civil Court, Chennai, in R.L.T.A.No.38 of 2025 confirming (wrongly mentioned in the prayer as “reversing”) the order dated 29.08.2024 passed by the learned XII Small Causes Court, Chennai, in R.L.T.O.P.No.322 of 2023.

For Petitioner : Mr.K.M.Ramesh
Senior Counsel
for Mr.T.D.K.Govindarajan

For Respondent : Mr.Inamdar Ameenur Rahman



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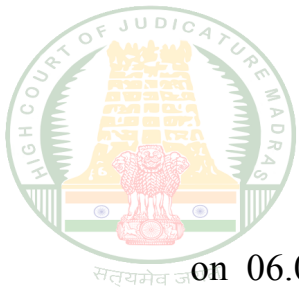
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ORDER

Challenging the order of the XVI Additional City Civil Court, Chennai, in R.L.T.A.No.38 of 2025, dated 23.04.2025, confirming the order of the XII Court of Small Causes, Chennai, in R.L.T.O.P.No.322 of 2023, dated 29.08.2024, ordering eviction under Section 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (hereinafter referred to as “the TNRRRLT Act” or “the new Act”), the present revision has been filed by the petitioner/tenant.

2.The factual matrix of the case is as follows :

2.1.It is the case of the respondent that the petitioner was inducted as a tenant in respect of the subject premises on a monthly rent of Rs.5,000/- exclusive of electricity charges, for commercial purposes. It is stated that there was no advance paid. It is further stated that the tenancy commenced 40 years ago. There was no written agreement between the parties. The case of the respondent is that the petitioner defaulted in payment of rent from December, 2022 to March, 2023 and the accrued rental arrears is to the tune of Rs.20,000/-. Therefore, a legal notice was sent to the petitioner



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on 06.02.2023. The petitioner sent a reply on 13.02.2023 refuting the contentions. However, the petitioner neither paid the rental arrears nor vacated the premises. Therefore, the respondent filed the eviction application before the Rent Controller, under Section 21(2)(a) of the TNRRRLT Act for non-entering into a written agreement.

2.2.The petitioner/tenant opposed the eviction application before the Rent Controller. It is the contention of the petitioner that the subject premises was leased out to the petitioner before 50 years and there is no rental agreement executed between the parties. It is stated that the petitioner had given a Money Order dated 17.04.2023 for a sum of Rs.20,000/- even before receiving notice from the Rent Court in rent control proceedings and the same has been encashed by the respondent. Therefore, it is his specific case that there is no willful default. It is the contention of the petitioner that the application under Section 21(2)(a) of the new Act is not maintainable since the predecessor enactment recognized oral tenancies and the general law namely the Transfer of Property Act also recognized oral tenancies.



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2.3.The Rent Controller allowed the application filed by the respondent under Section 21(2)(a) on the ground of non-entering into a written tenancy agreement and ordered eviction.

2.4.Challenging the order of eviction, the petitioner filed an appeal. The Rent Appellate Court dismissed the appeal and confirmed the order of eviction passed by the Rent Controller.

2.5.Challenging the concurrent findings of the Court below, ordering eviction under Section 21(2)(a) of the TNRRRLT Act, the present revision has been filed by the tenant.

3.Learned counsel for the petitioner/tenant would submit that there is no jural relationship between the parties. Since the subject property is a Waqf property, the Rent Court has no jurisdiction as per Section 3(d) of the new Act. It is his contention that the respondent has not made any averment in the application stating that he is the landlord. Hence, the eviction



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petition is not maintainable. Therefore, the learned counsel prayed for setting aside the order of eviction.

4. Whereas, the learned counsel for the respondent would submit that the subject property is not a Waqf property. Admittedly, there is no written agreement between the parties. Therefore, the learned counsel would submit that the Courts below have rightly ordered eviction under Section 21(2)(a) and prayed for dismissal of the revision.

5. Heard the learned counsel on either side and perused the entire materials available on record.

6. An application has been filed by the respondent for eviction under Section 21(2)(a) of the TNRRRLT Act on the ground of non-entering into the rental agreement. Despite the fact that the tenancy was more than 40 years, admittedly, there is no written rental agreement between the parties.

7. The main contention of the learned counsel is with regard to the jurisdiction of the Rent Court, as the property is said to be a Waqf property.

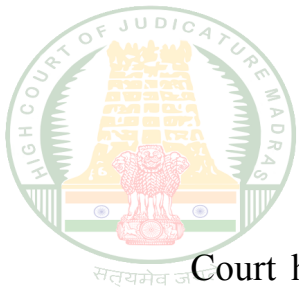


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It is relevant to note that this ground was never raised before the Rent Controller and no document was marked to substantiate the same. This ground was later raised only in the appellate stage. Earlier, in a writ petition filed by the respondent/landlord in W.P.No.40652 of 2015, this Court, by order dated 14.09.2022, has clearly held as follows :

“9.It is also relevant to note that the Board has passed a resolution as if there was a direction to take action to register the property as waqf from this Court. Such resolution is also misconceived. It is contrary to the order passed by this Court. Though it is stated by the learned counsel appearing for the Waqf Board that only waqf Tribunal has jurisdiction to get into the issue, when the deed of settlement is very clear and indicate the manner in which the property should be distributed among the legal heirs, the question of driving the private parties to go before the waqf Board at this stage for agitating their rights will not arise at all. Accordingly, the impugned order is quashed.”

8.When this Court has already clarified that the property was settled only in favour of the respondent/landlord and other legal heirs and the same cannot be considered as a Waqf property, now, the tenant cannot contend that the subject property is a Waqf property and that therefore, the Rent



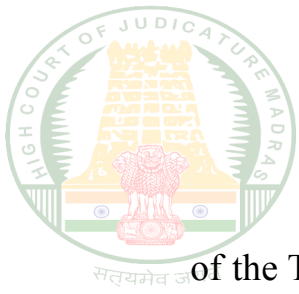
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Court has no jurisdiction as per Section 3(d) of the new Act. Though a ground is raised by the tenant that the writ petition pertains to a different property, there is no document produced before this Court to substantiate the said contention.

9.Further, it is relevant to note that, after receipt of legal notice, the tenant himself has sent a Money Order for a sum of Rs.20,000/- towards rental arrears, to the respondent admitting him as a landlord. Section 2(c) of the TNRRRLT Act defines “landlord” as a person who receives or is entitled to receive, the rent of any premises, on his own account, if the premises were let to a tenant. Therefore, when the petitioner has admittedly paid the rents to the respondent, the eviction petition filed by the respondent as a landlord is maintainable. Further, the tenant is also estopped from disputing the title of the landlord at this stage, as per Section 116 of the Indian Evidence Act.

10.Admittedly, even after the commencement of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, there was no written agreement between the parties. The very object



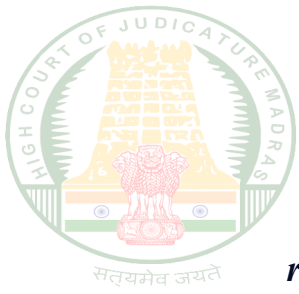
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of the TNRRRLT Act, which came into force in 2017, is to regulate the rent between the landlord and the tenant as per the terms agreed between the parties. Only to achieve such terms to be entered into between the parties, Section 4 of the Act made it mandatory that, even in respect of the existing tenancy, when there is no agreement entered into between the parties, the parties are required to enter into an agreement in writing within a period of 575 days from the date of commencement of the Act, i.e., 22.02.2019. Proviso to Sub-Section (2) of Section 4 of the new Act makes it very clear that, irrespective of the failure on the part of the tenant or the landlord in entering into the 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.

11. In other words, the above makes it clear that, non-entering into an agreement in writing even on the mistake on either side will give rise to a cause of action for the landlord to seek eviction under Section 21(2)(a) of the new Act. This Court, in the case of *S.Muruganandam v. J.Joseph* reported in **2022 (2) CTC 291 (Mad)**, has held as follows :

“9.It gives the right to the landlord to sue for



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repossession dehors 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 not 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. This anomaly or the deficiency throws up several new challenges, before the Rent Courts. Various situations emerge under which the Rent Court has to consider the effect of absence of an agreement in writing.

10.The Scheme of the New Act requires tenancies to be in writing or to be converted into writing and in both cases to be registered as specified under the Act. Under the scheme of the Act, the tenancies can be split into two kinds, one the tenancies that were created prior to the enactment and tenancies that were created after the enactment. As far as the tenancies that were created after the enactment, the parties have no other choice but to enter into a written agreement and have it registered as provided under the Act. As regards the tenancies which has been entered into prior to the enactment, the parties are required to reduce the terms of the tenancy into writing and have it registered or if the tenancy is in writing to have it registered under the new Act. Therefore, the Act in effect does away with oral tenancy.”



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12. Therefore, the provisions of Section 4 of the new Act and the judgment of this Court referred *supra* make it clear that, in respect of the tenancy, the parties are required to enter into an agreement. Failure to enter into such agreement, even on the mistake on either side, is also one of the grounds for evicting the tenant.

13. It is relevant to note that the landlord and the tenant are bound by the new Act, wherein, Section 4(2) directs the parties to enter into an agreement in writing with regard to the tenancy within a period of 575 days from the date of commencement of the new Act. Directing the parties to enter into such agreement, in the view of this Court, is 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 set out by the parties in the agreement. This intention of the legislature 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 :



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“8. Rent payable.— *The rent payable in relation to a premises shall be,—*

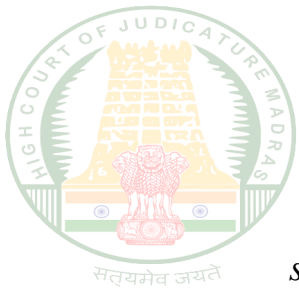
(a) in case of new tenancies entered into after the commencement of this Act, the rent agreed to between the landlord and the tenant at the commencement of the tenancy;

(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.”

14.This Court has consistently held in ***Babitha Devi v. Rajendra Kumar [C.R.P.No.2252 of 2024, dated 08.01.2025]***, ***Habeeb Hardware v. Noor Hardware [C.R.P.Nos.4509 & 4511 of 2024, dated 13.12.2024]***, and several other judgments, as follows :

“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



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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 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.”

15. Therefore, when there is no written agreement between the parties as mandated under Section 4(2) of the new Act, this Court is of the view that the concurrent findings of the Courts below ordering eviction under Section 21(2)(a) for non-entering into an agreement in writing, warrants no interference. Hence, this Court finds no merit in this revision.

16. When the Court was about to dismiss the revision on merits, the petitioner/tenant filed an undertaking before this Court stating that the tenant will vacate and hand over the vacant possession of the subject premises within a period of six months. The affidavit of undertaking dated 05.08.2025, filed by the petitioner, is taken on record.



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17.Though the petitioner/tenant has sought time for six months, this Court grants time till 31.12.2025 to vacate and hand over vacant possession of the subject premises to the respondent/landlord. It is made clear that, till the petitioner vacates the premises, the petitioner shall continue to pay the rent without any default and shall also pay the accrued arrears of rent, if any. It is also 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.

18.With the above directions, this Civil Revision Petition is disposed of. No costs. Consequently, connected miscellaneous petition is closed.

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Internet : Yes

Index : Yes / No

Speaking order : Yes / No

Neutral Citation : Yes / No

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To

- 1.The XVI Additional District and Sessions Judge,
City Civil Court,
Allikulam, Chennai.
- 2.The XII Judge,
Court of Small Causes,
Chennai.
- 3.The Section Officer,
VR Section,
High Court, Madras.



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N. SATHISH KUMAR, J.

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