

CRP No.2294 of 2025

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 26.09.2025
PRONOUNCED ON : 10.10.2025

CORAM:

THE HONOURABLE DR. JUSTICE A.D. MARIA CLETE

C.R.P. (NPD) No.2294 of 2025
and
C.M.P. No.13290 of 2025

1) M. Gagan Bothra
S/o.Late Shri S.Mukanchand Bothra

2) M.Sandeep Bothra
S/o. Late Shri S.Mukanchand Bothra

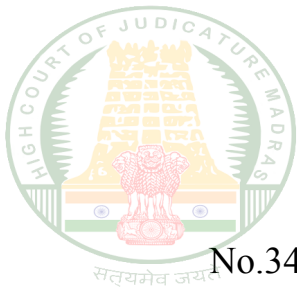
3) M. Karishma Bothra
D/o. Late S.Mukanchand Bothra
All at No.8/48 Vijayaragava Road,
T.Nagar, Chennai 600 017. ...Petitioners/Appellants/Respondents

Vs.

Mrs.Balamanan
Flat No.1005,
Laurels Apartment
No.81/83, C.P.Ramasamy Road,
Alwarpet, Chennai 600 018.
...Respondent/Respondent/Petitioner

PRAYER in C.R.P.:

To set aside the judgment dated 09.04.2025 passed by the learned
XX Additional Judge, City Civil Court, Chennai in RLTA No.105 of
2024 in RLTOP No.345 of 2019 and consequentially restore RLTOP



CRP No.2294 of 2025

No.345 of 2019 for fresh consideration.

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PRAYER in C.M.P.:

To order stay of E.P. No.32 of 2025 in RLTOP No.345 of 2019 pending on the file of the learned X Judge, Court of Small Causes, Chennai pending disposal of the above Civil Revision Petition and thus render justice.

APPEARANCE OF PARTIES:

For Petitioners : Mr.E. Jayasankar, Advocate for P2 & P3.
Mr.M.Gagan Bathra
Party-in-person - P1

For Respondent : Mr.G.Syed Mansoor, Advocate.
for Mr.P.B.Ramanujam Associates.

ORDER

Heard.

2. This Civil Revision Petition is filed against the judgment and decree of the learned XX Additional Judge, City Civil Court, Chennai, in R.L.T.A. No. 105 of 2024 dated 09.04.2025, confirming the judgment and decree of the XII Small Causes Court, Chennai, in R.L.T.O.P. No. 345 of 2019 dated 30.04.2024.

3.For convenience, the parties are referred to as per their rank in



CRP No.2294 of 2025

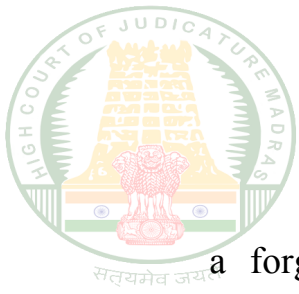
the original petition.

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4. The petitioner/landlady sought repossession of the tenanted premises under Section 4(2) read with Section 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (hereinafter referred as “TNRRLT Act”). The jural relationship of landlady and tenants is admitted. It is also admitted that the tenancy commenced prior to the enactment of the present TNRRLT Act.

5.The petitioner/landlady contended that no tenancy agreement was entered into after commencement of the Act, and therefore the respondents are liable to be evicted. The respondents/tenants, however, asserted that an agreement was executed between the petitioner and their father, late Mukalchand Bothra, on 08.04.2019 for ten years, for which Rs. 6 crores was paid, and that the agreement was registered with the Rent Authority under Section 4 of the TNRRLT Act.

6.The petitioner/landlady firmly denies the existence of any valid tenancy agreement and asserts that the alleged lease dated 08.04.2019 is



CRP No.2294 of 2025

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a forged document created as an afterthought to obstruct eviction proceedings. Her central contention is that the lease is neither properly stamped under the Indian Stamp Act, 1899 (hereinafter referred as 'Stamp Act') nor registered under the Registration Act, 1908 (hereinafter referred as 'Registration Act'), and is therefore inadmissible in evidence. She disputes the tenants' reliance on the TNRRLT Act 2017 registration, alleging that the purported Certificate of Registration is fake. She supports this claim with a formal verification report from the Tamil Nadu Housing Board (TNHB) dated 26.10.2023, categorically stating that no application or registration bearing T.R. No. TN-0207006010805/2020 pertains to the impugned agreement is found in the tenancy database.

7.The petitioner/landlady further asserts that this TNHB confirmation-sourced through an inquiry initiated by the Commissioner of Police, Vepery-proves that the QR code and certificate number produced by the tenant are fictitious and not verifiable in any official records. She also notes that the alleged registration date 17.02.2020 post-dates her eviction notice dated 26.10.2019, casting serious doubt on the authenticity and timing of the document. According to her, this indicates



CRP No.2294 of 2025

a deliberate countermeasure undertaken by the tenants after litigation had already commenced.

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8. The petitioner/landlady also relies on forensic evidence from the Tamil Nadu Forensic Science Department, which upon examining the lease concluded that her signature had been forged. She cited **Satish Chand Makhan and Others v. Govardhan Das Byas and others [(1984) 1 SCC 369]**, contending that an unregistered lease deed is inadmissible in evidence and cannot create a valid lease for a renewed term for want of registration as required under Section 17(1) (d) of the Registration Act.

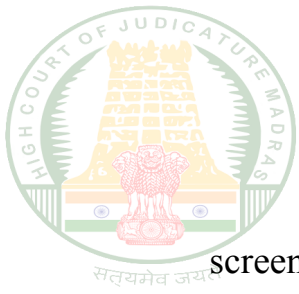
9. For the respondents/tenants, the first revision petitioner/first respondent appearing in person contended that the landlady referred to the date of the agreement in her rejoinder though it had not been mentioned in the tenants' earlier reply, thereby showing that she knew of the agreement and was feigning ignorance. He argued that he was denied an opportunity to defend his case, and that the appellate court mis-



CRP No.2294 of 2025

described the parties' roles, showing lack of proper appreciation. It is alleged that the Rent Court declared the lease forged even before the respondents were examined and without the lease deed being marked.

10. He relied on the TNRRLT Act, 2017, contending that digital registration suffices and that registration with the Rent Authority under Section 4 of the TNRRLT Act 2017 dispensed with registration under the Registration Act and compliance with the Stamp Act. He maintained that the lease dated 08.04.2019 was lawfully executed and digitally registered under Section 4(3) of TNRRLT Act, which, according to him, dispenses with compliance under the Registration Act and Stamp Act. He narrated the adjudicatory history before the courts below, including the dismissals of M.P. Nos. 10 of 2022 relating to his application to reject the RLTOP on the ground that tenancy was in force and M.P.No.11 of 2023 relating to the landlady's application to send the agreement dated 08.04.2019 to forensic analysis, and further of the impounding of the document with direction to pay Rs. 66 lakhs stamp duty and penalty, filing of C.R.P. No. 71 of 2023, his custody under Act 14 of 1982, and subsequent appeal in R.L.T.A. No. 105 of 2024. He claimed that portal records and



CRP No.2294 of 2025

screenshots show valid digital registration and sought remand enabling to mark the impounded rental agreement. Several decisions were cited in support.

11. It is significant that the tenancy agreement relied on by the tenant was never marked as an exhibit before either court, being unregistered and engrossed on insufficient stamp value. The original document was impounded by the Rent court, which directed payment of duty and penalty; the respondents did not comply. The document now remains in the custody of this Court's Registry. The point for consideration is whether registration with the Rent Authority under Section 4 of the TNRRLT Act dispenses with the mandatory requirements of the Registration Act and the Stamp Act?

12. On the tenants' side, reliance was placed on Regn. T.R. No. TN-020700600185/2020 dated 17.02.2020. However, the petitioner produced Ex.P4, communication dated 26.10.2023 from the Administrative Officer, TNHB, to the Inspector of Police, CBCID (Forged Documents Wing), Chennai, categorically stating that no such tenancy agreement was registered, which completely undermines the



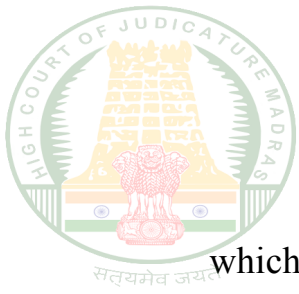
CRP No.2294 of 2025

respondents' claim.

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13. The first revision petitioner contended that he had registered the tenancy agreement under Section 4(3) of the TNRRLT Act, 2017 before the office at Mambalam, and therefore Ex.P4, issued by the Rent Authority at Koyambedu, is not relevant. This contention cannot be accepted. Ex.P4 was issued by the Head Office of the Rent Authority and addressed to the police authorities; hence, it emanates from the competent authority and is legally sustainable. The first revision petitioner has not produced any certified copy of the registration certificate as obtained from the competent authority. Consequently, it stands proved through Ex.P4 that the tenancy agreement was not registered in the manner contemplated under Section 4(3) of the TNRRLT Act.

14. On the revision petitioners'/tenants' side, reliance was placed upon several decisions. The party-in-person referred to the Supreme Court decision in **K. Valarmathi & Others v. Kumaresan, SLP (C) No. 21466 of 2024 dated 29.04.2025**, wherein the Apex Court observed that when procedural law provides the necessary legal infrastructure on



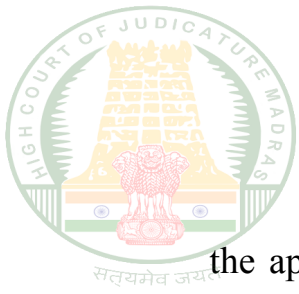
CRP No.2294 of 2025

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which the edifice of rule of law is built, short-circuiting of procedure to reach a hasty outcome is undesirable. He further cited **Mrs. Mohana v. Mrs. Rameesa Beevi, C.R.P. No. 708 of 2022 dated 14.03.2022**, wherein the Court upheld the maintainability of an eviction petition filed under the new Act after the petition under old Rent Control Act was dismissed for default and directed the Rent Court to afford optimum opportunity to the tenant. In the present case, however, ample opportunity was given to the revision petitioner, but he failed to adduce evidence, and the Appellate Court even permitted production of Ext. R-1 to R-11. Hence, remand is unwarranted.

15. The petitioners relied on **V.S. Mohan v. Sarath Naseera, C.R.P. (PD) No. 782 of 2023 dated 30.07.2024**, where it was observed that if the landlord denies an agreement and the tenant asserts one, he may be permitted to cross-examine. Here, the tenants pleaded existence of an agreement but failed to mark it owing to non-payment of stamp duty and penalty; thus, the ruling is inapplicable.

16. Reliance was also placed on **Erode Educational Trust v. S. Eswaramoorthy, AIR Online 2018 Mad 1956**. That decision dealt with



CRP No.2294 of 2025

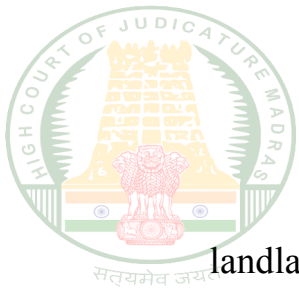
the appellate court relying on unmarked documents, leading to remand.

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In the present case, the Appellate Court relied on Ex. P5 (forensic report) addressed to the XI Metropolitan Magistrate, Saidapet, Chennai, to conclude that the alleged agreement was forged. The finding was based on the proved Ex. P5, not on any unmarked document; hence that precedent does not assist the petitioners.

17.The party-in-person persistently sought remand to mark the agreement as an additional document. However, both courts below refused to receive it due to non-payment of duty and penalty and want of registration. The contention that registration with the Rent Authority under the TNRRLT Act excludes operation of the Stamp Act and Registration Act is untenable; remand therefore does not arise.

18.Reliance on **M/s. A.R. Ventures & Another v. M/s. Roop Square Pvt. Ltd. & Another**, C.R.P. No. 7265 of 2019 (P&H) dated **12.08.2021**, is also misplaced. That judgment held non-registration under the Punjab Rent Act 1995 was only directory as that Act contained no penal consequence. By contrast, Section 4-A of the TNRRLT Act expressly prescribes the effect of non-registration, and in this case the



CRP No.2294 of 2025

landlady has neither admitted nor have the tenants proved the alleged agreement. Hence, that citation is inapplicable.

19. The petitioners also cited **M/s. Primex Healthcare and Research Pvt. Ltd. v. A.A.L. Ramaswamy**, C.R.P. Nos. 587 & 1937 of 2022, holding that registration under Section 4 (3) of the TNRRLT Act is independent of compliance under the Registration Act. In that case, the lease was registered under the Registration Act but not under the new Act; the Court held the petition should have been returned for compliance instead of rejecting it. Here, the alleged lease was executed after the advent of the new Act, and is unregistered under both statutes, and unproved; hence, that decision does not apply.

20. The petitioners further cited **Prem Prakash v. Santosh Kumar Jain & Sons and Another**, Civil Appeal No. 11106 of 2017 dated 30.08.2017, which concerned default in rent and sub-tenancy and is irrelevant. They also relied on the Division Bench judgment in **W.P. Nos. 3985 & 7400 of 2020 (Batch) Balaji vs Principal Secretary to Government and others dated 23.04.2024**, which clarifying that although Section 4(1) of the TNRRLT Act opens with a non-obstante

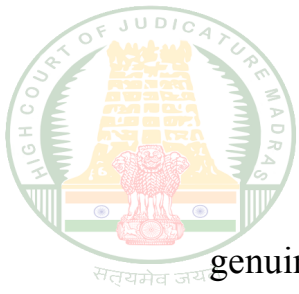


CRP No.2294 of 2025

clause, the consequences of non-registration under Sections 4(3) and 4-A apply only within that Act, avoiding conflict with the Registration Act 1908; that observation is likewise inapplicable. Thus, the catena of decisions cited by the revision petitioners does not assist their case.

21. The controversy is narrow. According to the landlady, after the advent of the TNRRLT Act 2017, there was no written tenancy agreement; hence she is entitled to repossession under Section 4(2)(a) of the TNRRLT Act. The tenants, to rebut her claim, had to produce and prove an agreement. The document produced was not received in evidence owing to the bar of Section 35 of the Stamp Act, the petitioners having failed to pay duty and penalty. Thus, the tenancy agreement relied on is inadmissible and cannot be used for any purpose. Consequently, it is deemed in law that no tenancy agreement exists within the meaning of Section 4 of the TNRRLT Act. The eviction orders passed by the courts below are in accordance with law and require no interference.

22. It is further noticed that during the pendency of this revision, a forensic expert was examined to ascertain the genuineness of the disputed tenancy agreement. Such an exercise is futile, for even if



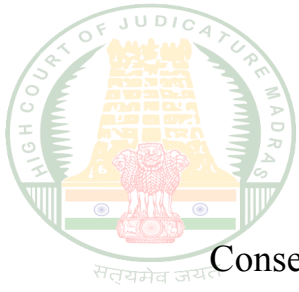
CRP No.2294 of 2025

WEB COPY

genuine, an unmarked and insufficiently stamped instrument cannot be acted upon. The Stamp Act, being a fiscal statute, must be applied strictly. This Court, in supervisory jurisdiction under Article 227 of the Constitution, cannot override statutory mandates or exempt parties from the applicability of Section 35 of the Act. The Madras High Court in **A.C. Lakshmipathy and Another v. A.M. Chakrapani Reddiar and Five Others, AIR 2001 Mad 135**, held that parties cannot adduce oral evidence to prove the character of possession based on an unstamped and unregistered document; admitting such evidence would amount to acting upon an unstamped instrument, contrary to Section 35 of the Stamp Act.

23. It is well-settled that the mere production of a document, without its admission and marking as an exhibit, does not make it part of the evidentiary record. An unmarked document has no evidentiary value and cannot be relied upon. Courts cannot look into documents that are neither proved nor exhibited; reliance thereon would amount to adjudication without legal evidence.

24. When the foundational document itself is inadmissible, other interpretative arguments on the TNRRLT Act need not be considered.



CRP No.2294 of 2025

Consequently, the eviction orders passed by the courts below stand confirmed.

25. In the result, this Civil Revision Petition fails and is dismissed.

There shall be no order as to costs. Consequently, the connected miscellaneous petition is closed.

10.10.2025

jv/ay

Index: Yes / No

Speaking Order / Non-speaking Order

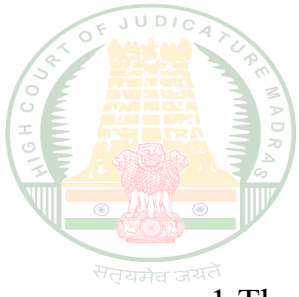
Neutral Citation : Yes / No

DR. A.D. MARIA CLETE, J

jv

To

14/15



CRP No.2294 of 2025

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1. The XX Additional Judge, City Civil Court, Chennai

2. The Section Officer,
V.R.Records,
High Court of Madras,
Chennai.

PRE DELIVERY JUDGMENT
CRP NPD. No. 2294 of 2025

10.10.2025