



C.R.P.No.2902 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 11.07.2025

CORAM :

THE HONOURABLE MR. JUSTICE N. SATHISH KUMAR

C.R.P.No.2902 of 2025

and

C.M.P.No.16379 of 2025

R.Kannan

... Petitioner

Vs.

S.Muthu

Represented by his Power Agent

Manikandan

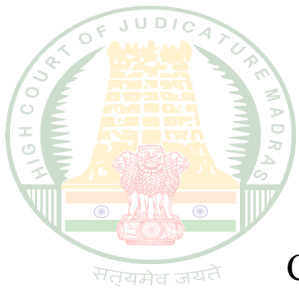
... Respondent

Prayer : Civil Revision Petition filed under Article 227 of the Constitution of India against the order dated 30.04.2025 in R.L.T.A.No.124 of 2024 on the file of the XXI Additional City Civil Court, Chennai, confirming the order of the Rent Controller, dated 24.06.2024 passed in R.L.T.O.P.No.79 of 2024 on the file of the XIV Small Causes Court, Chennai.

For Petitioner : Mr.A.Ramesh Manikandan

For Respondent : Mr.K.Chandru

ORDER



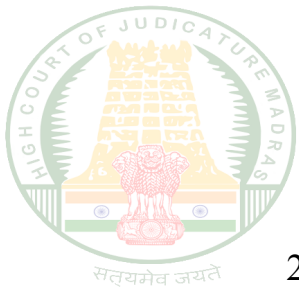
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Challenging the order dated 30.04.2025 in R.L.T.A.No.124 of 2024 on the file of the XXI Additional City Civil Court, Chennai, confirming the order of the Rent Controller, dated 24.06.2024, passed in R.L.T.O.P.No.79 of 2024 on the file of the XIV Small Causes Court, Chennai, allowing the application for eviction filed by the respondent/landlord 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.Brief background of the case is as follows :

2.1.The respondent is the owner of the subject premises which was purchased by him by way of registered sale deed. The petitioner was inducted as a tenant in the ground floor of the subject premises from the year 2015 for running a tea shop. No written agreement was entered into between the parties. The respondent paid a sum of Rs.2,00,000/- towards security deposit. The monthly rent was Rs.15,000/- excluding electricity charges.



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2.2.For the sake of convenience, the parties will be hereinafter referred to as tenant and landlord.

2.3.It is the case of the landlord that the tenant had sublet the entrance of the subject premises for running a flower shop, which caused a lot of inconvenience to the other tenants and repeated complaints have been received in this regard. The tenant has thereafter taken over and started running the flower shop on his own. He failed to vacate the flower shop and continuously gave trouble and nuisance to other tenants. The tenant failed to pay the rents from October, 2019. Therefore, the landlord requested the tenant to pay the rental arrears or to vacate the premises. Meanwhile, the tenant filed a suit in O.S.No.7059 of 2021 on the file of the II Assistant City Civil Court, Chennai, for permanent injunction and the landlord also filed a suit in O.S.No.4155 of 2022 on the file of the XVI Assistant City Civil Court, Chennai, for recovery of possession and permanent injunction not to use the bank yard passage lying on the eastern side of the premises. Both the suits are pending. Later, the landlord sent a notice on 07.08.2023 to the tenant, calling upon him to enter into a written rental agreement and demanding the arrears of rent to the tune of Rs.7,50,000/-. Thereafter, the

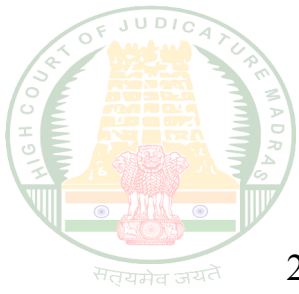


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landlord caused a legal notice dated 23.08.2023, asking the tenant to cooperate for registration of a rental agreement and also to pay the rental arrears. However, the tenant has not come forward to enter into a rental agreement, nor paid the arrears. Hence, the landlord filed the present application before the Rent Controller for eviction under Section 21(2)(a) of the TNRRRLT Act.

2.4.It is the case of the tenant before the Rent Controller that the landlord, by his notice dated 07.08.2023, gave 15 days' time to reply for the same. Though, ordinarily in cases of civil nature, 30 days' time is given, the landlord has given only 15 days time. But even before expiry of the said 15 days' time, the landlord has sent another legal notice dated 23.08.2023 with different set of facts. Therefore, both the notices are legally void. The tenant sent a reply to the legal notice, on 05.10.2023. The landlord has demanded increase of rent to a sum of Rs.30,000/- with GST Rs.5,400/- for just 100 sq.ft area of tea shop. The landlord has not taken any steps to enter into an agreement within the period of 575 days as mandated under Section 4(2) of the TNRRRLT Act. Hence, the tenant opposed the eviction.



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2.5.The Rent Controller allowed the application filed by the landlord under Section 21(2)(a) on the ground of non-entering into a written tenancy agreement and ordered eviction, by order dated 24.06.2024.

2.6.Challenging the order of eviction, the tenant filed an appeal. The Rent Appellate Court dismissed the appeal by judgment dated 30.04.2025, and confirmed the order of eviction passed by the Rent Controller.

2.7.Challenging the concurrent findings of the Courts 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 revision petitioner/tenant would submit that the trial Court has committed an error in following the procedure. The application has been filed online, wherein, the application has been filed on two grounds. Initially, petition copy along with documents were not furnished to the tenant. The petition copy furnished later to the petitioner was entirely different from the one filed before the Court. Therefore, a memo was filed to that effect before the Court. It is his further contention



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that, though the respondent has sent a legal notice to enter into a written agreement as per Section 4(2) of the new Act, the petitioner has also replied to the same and he has agreed to enter into a rental agreement. Therefore, there is no failure on the part of the tenant to enter into a written agreement. Only when there is a failure on the part of the parties to enter into a written agreement, Section 21(2)(a) will come into play. When the tenant was always ready and willing to enter into an agreement, the landlord cannot invoke the provisions of Section 21(2)(a). The learned counsel further submitted that the landlord unilaterally fixed an exorbitant rent. Therefore, the learned counsel would submit that the orders passed by the Courts below cannot be sustained in the eye of law.

4. Whereas, the learned counsel appearing for the respondent/landlord would submit that, though the landlord sent two notices calling upon the tenant to enter into an agreement, the tenant has not come forward to enter into an agreement. This itself gives a right to the landlord to seek eviction under Section 21(2)(a) r/w. Section 4(2) of the new Act. It is his further contention that the tenant was in arrears of rent and he has sublet the premises without permission of the landlord and civil suits in this regard are



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still pending. Therefore, the learned counsel would submit that both the Courts below are right in ordering eviction under Section 21(2)(a) of the TNRRRLT Act and hence, 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 landlord for eviction under Section 21(2)(a) of the TNRRRLT Act on the ground of non-entering into a written rental agreement. The status of the parties is not in dispute. Admittedly, there was no written agreement between the parties from the inception. 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 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

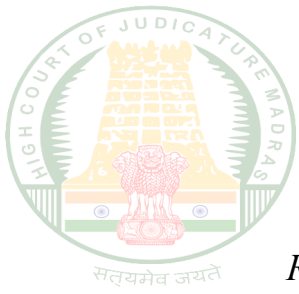


parties are required to enter into an agreement in writing within a period of 575 days from the date of commencement of the Act, i.e., 22.02.2019.

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.

7. 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 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 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



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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.”

8. 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.



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9.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 :

“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 ;



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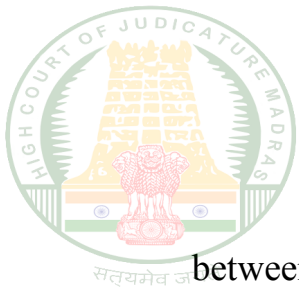
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(c) in case of tenancies entered into before the commencement of the Act, where an agreement in writing was already entered into, the rent agreed to between the landlord and the tenant in such agreement.”

10.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 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.”

11.As held by this Court, the rent shall be as per the terms agreed



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between the parties. The new Act has also got a separate mechanism for revision of rent, which is contained in Section 9 of the new Act. As per Section 9 of the new Act, the revision of rent between the landlord and tenant shall be as per the terms set out in the tenancy agreement. The procedure for increase of rent is also set out in Section 9.

12. Therefore, a combined reading of Section 4, Section 8 and Section 9 of the new Act will make it clear that the old rent cannot be continued to apply and the rent will be fixed in tune with the market rate as agreeable to both the parties, under the new Act. The revision of rent has to be as per the terms set out in the agreement. Therefore, the tenant cannot contend that the landlord has demanded an exorbitant rent.

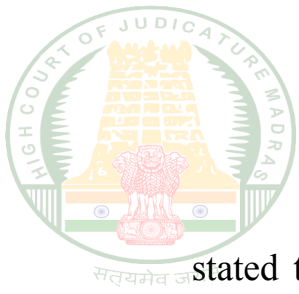
13. As far as the contention of the learned counsel for the petitioner with regard to non-furnishing of petition copy is concerned, the petitioner himself has filed in the typed set of papers, the reply memo filed by the



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respondent, before the Rent Controller, that the application was originally filed under Sections 21(2)(a) and 21(2)(e) and the passing officer has returned the application *qua* Section 21(2)(e) as there was no written agreement between the parties. Thereafter, the application was re-presented after removing the ground under Section 21(2)(e), however, there was no change in facts. Thereafter, the corrected copy of the application has been shared to the petitioner on 07.04.2024.

14.Be that as it may, after the commencement of the new Act and even after expiry of the period stipulated under Section 4(2) of the new Act, the parties have not entered into a written agreement. The landlord has sent a notice dated 07.08.2023, requesting the tenant to pay the rental arrears and also to enter into a written agreement. However, the tenant has not chosen to reply to the same. Thereafter, the landlord has once again sent a legal notice dated 23.08.2023 calling upon the tenant to furnish his particulars so to enter into an agreement and also demanding arrears of rent. Though the tenant has sent a reply notice dated 05.10.2023, he has not admitted anywhere in the written agreement to enter into a rental agreement agreeing with the rent demanded by the landlord vide his legal notice, but has simply



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stated that he is willing to pay the existing rent. If the tenant was really intended to enter into a written agreement on a rent in tune with the market value as agreeable by both the parties, nothing prevented him from doing so, even during the pendency of the rent control proceedings. However, the same has not been done. Merely because the tenant has shown his willingness to enter into an agreement on the existing rent, without agreeing to the rent in tune with the market value as per Section 8 of the new Act (as discussed *supra*), it cannot be construed that the tenant was always ready and willing to enter into an agreement as per Section 4(2) of the new Act. Thus, the case of the tenant is devoid of merits.

15.In view of the above, 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. Accordingly, this Civil Revision Petition is dismissed. No costs. Consequently, connected miscellaneous petition is closed.

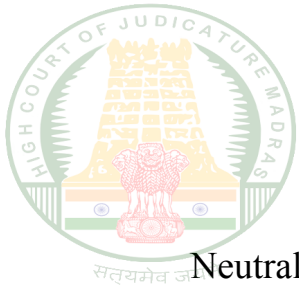
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Internet : Yes

Index : Yes / No

Speaking order : Yes / No



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Neutral Citation : Yes / No

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To

- 1.The XXI Additional Judge,
City Civil Court,
Chennai.
- 2.The XIV Judge,
Court of Small Causes,
Chennai.
- 3.The Section Officer,
VR Section,
High Court, Madras.

N. SATHISH KUMAR, J.

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