



C.R.P.No.2549 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 07.07.2025

CORAM :

THE HONOURABLE MR. JUSTICE N. SATHISH KUMAR

C.R.P.No.2549 of 2023

Krishna Baskar

... Petitioner

Vs.

Pukraj

... Respondent

Prayer : Civil Revision Petition filed under Article 227 of the Constitution of India against the fair and decretal order dated 23.02.2023 passed in R.L.T.A.No.43 of 2022 on the file of the VI Additional City Civil Court, Chennai, reversing the fair and decretal order passed by the XV Judge, City Civil Court, Chennai, dated 24.11.2021 in R.L.T.O.P.No.291 of 2019.

For Petitioner : Mr.V.Sivakumar
for M/s.P.B.Ramanujam Associates

For Respondent : No appearance

ORDER

Challenging the order passed by the VI Additional Judge, City Civil Court, Chennai, dated 23.02.2023, in R.L.T.A.No.43 of 2022, reversing the order passed by the XV Judge, Court of Small Causes, Chennai, dated

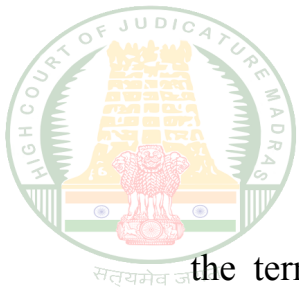


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24.11.2021, in R.L.T.O.P.No.291 of 2019, ordering eviction under Section 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (hereinafter referred to as “the TNRRRLT Act” for brevity), the present revision has been filed by the landlord.

2. Brief facts of the case are as follows :

2.1. The petitioner is the landlord of the subject premises. The respondent was inducted as a tenant on a monthly rent of Rs.1,300/- exclusive of electricity charges and TDS, for non-residential purposes. Since the respondent sublet the premises without the written consent of the petitioner, the petitioner sent a letter dated 09.06.2019 asking the respondent to vacate the premises and hand over vacant possession of the property to the petitioner. The respondent sent a reply dated 02.07.2019 denying the allegations of sub-letting and requested the petitioner to enter into a fresh lease agreement as contemplated under Section 4(2) of the TNRRRLT Act, along with a cheque of Rs.3,900/- being the rents for the months of April, May and June, 2019. Thereafter, the petitioner sent another letter dated 24.06.2019 terminating the tenancy, to which, the respondent sent a reply notice. Thereafter, the petitioner sent a notice dated 16.09.2019 confirming



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the termination of tenancy, to which, the respondent sent a reply notice dated 28.09.2019 with another cheque of Rs.1,300/- being the rent for the month of September, 2019. Though these cheques were received by the petitioner, they were not presented for payment. Since there was no written tenancy agreement between the parties, the petitioner filed the application in R.L.T.O.P.No.291 of 2019 on the file of the XV Court of Small Causes, Chennai, seeking eviction under Section 21(2)(a) of the TNRRRLT Act.

2.2.It is the contention of the respondent/tenant before the Rent Controller that he did not sublet the premises to anyone. It was further contended that the subject premises was taken on lease from the original owner namely Subbarathnamma in the year 1985 by paying a sum of Rs.3,00,000/- as Pagadi. The said Subbarathnamma had settled the property in favour of the petitioner herein and thereafter, the respondent has been paying rent regularly to the petitioner without any default. Neither the original owner nor the petitioner had entered into a written tenancy agreement with the respondent for almost 35 years. However, after the commencement of the TNRRRLT Act, the petitioner, all of a sudden, only with an intention to evict the respondent, has sent the letter dated



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09.05.2019 alleging that the respondent did not come forward to enter into a written agreement. Though the respondent sent the cheques towards monthly rents, the petitioner refused to receive the same. To the legal notice issued by the petitioner dated 24.06.2019 terminating the tenancy, the respondent issued a reply notice dated 02.07.2019, stating that he was always ready and willing to enter into an agreement. However, the petitioner had refused to come forward to enter into a written agreement. The petitioner demanded Rs.150/- per sq.ft. as rent, which is exorbitant, unreasonable and illegal. After a series of communications in this regard, finally, the respondent/tenant has addressed a communication to the petitioner on 28.11.2019, along with a copy of the rental agreement calling upon the petitioner to enter into a written rental agreement. However, it was the petitioner who did not come forward to enter into a written agreement. Hence, the respondent/tenant opposed the eviction application.

2.3.The Rent Controller allowed the said application under Section 21(2)(a) of the TNRRRLT Act on the ground that the respondent has failed to enter into a written agreement as contemplated under Section 4(2) of the TNRRRLT Act, 2017.



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2.4.The respondent filed an appeal before the VI Additional City Civil Court, Chennai, in R.L.T.A.No.43 of 2022. The Rent Appellate Court, though found that the landlord is entitled to the relief under Section 21(2)(a) of the TNRRRLT Act for non-entering into a written agreement, held that the application for eviction filed even before the expiry of 575 days as prescribed under Section 4(2) of the Act to enter into a new tenancy agreement, is premature, and therefore, allowed the Appeal and set aside the order of eviction.

2.5.Challenging the order of the Rent Appellate Court, the present revision has been filed by the landlord.

3.The only contention of the learned counsel for the revision petitioner/landlord is that, even after rendering a finding that the landlord is entitled to seek eviction under Section 21(2)(a) for non-entering into a written agreement, the Rent Appellate Court ought not to have reversed the eviction order only on the ground that the application has been filed prematurely within the period stipulated in the Statute.



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4. There is no representation on behalf of the respondent/tenant.

5. I have perused the entire materials available on record.

6. As regards the status of the parties, there is no dispute. Admittedly, there is no written tenancy agreement between the parties from the inception. Both the Courts have rendered concurrent findings that the petitioner/landlord is entitled to seek eviction under Section 21(2)(a) of the TNRRRLT Act, for non-entering into an agreement, and the same is not in challenge in this revision. Therefore, this Court need not delve into that issue in detail.

7. Now, the only challenge in this revision is that the Rent Appellate Court has non-suited the petitioner/landlord on the sole ground that the application filed for eviction is premature. The Tamil Nadu Act 42 of 2017, namely, the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, came into force on 22nd February, 2019 by repealing the old Act, namely, the Tamil Nadu Buildings (Lease and Rent



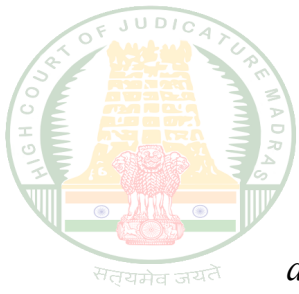
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Control) Act, 1960 (Tamil Nadu Act 18 of 1960). In the original Act which came into effect from 22.02.2019, a period of 90 days is prescribed for the landlord and tenant to enter into an agreement in writing as per Section 4(2) of the Act. Later, the time period was extended to 210 days by Tamil Nadu Act 22 of 2019. Later, the time period was further extended to 575 days by Tamil Nadu Act 3 of 2020. It is relevant to note that, in the present case, the application has been filed on 15.11.2019, i.e., after the expiry of the period of 210 days which was in vogue prior to the amendment as per Act 3 of 2020.

8. In a similar case in ***M/s. Motor Vehicles and Allied Association v. J. Paramanandam [C.R.P.(NPD) No.4199 of 2022, dated 29.04.2024]***, a learned Single Judge of this Court, has held as follows :

“19. I would still have to deal with the issue whether the R.L.T.O.P. can be dismissed as premature since it was presented within 575 days from the date on which the Act came into force. Before, I enter into the case laws, one fact that I have to notice is that this petition was filed before the Amendment was made to the Act extending the grace period for entering into an agreement to 575 days. When the Act was originally notified, the time period was 90 days. Later, Section 4 (2) of the Act was



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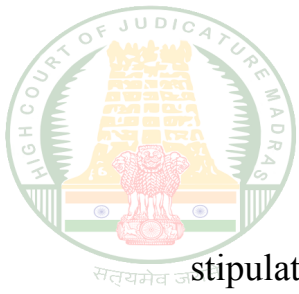
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amended and the time period was extended to 210 days. It was only in February 2020, the Act was further amended, extending the time period to 575 days.

20. A perusal of the petition shows that this petition was filed before the Amendment of the Act in 2020, but after the expiry of the grace period of 210 days. Therefore, on the date of filing the petition, the R.L.T.O.P. was not hit by the Amendment.”

9. Now, even assuming that the period stipulated under Section 4(2) of the TNRRRLT Act has not expired, the fact remains that the time period was extended to 575 days by way of Act 3 of 2020 which came into effect only from 20.09.2019. Prior to that, the time prescribed in the Statute was 210 days and the application has been filed within that particular period.

10. When a party raises a ground that the application is premature, he has to show the prejudice caused to him. Unless prejudice is established on record, merely an application filed prematurely cannot be non-suited. This Court is of the view that, merely because time period has been stipulated in the Statute for the parties to enter into agreement, that cannot be construed to mean that the parties have to wait till the expiry of the entire period

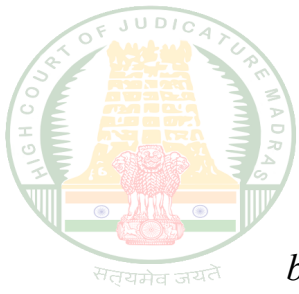


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stipulated in the Act, for filing an application for eviction. When the very object of the Act is to direct the parties to enter into an agreement to regulate the tenancy, it is for the tenant or the landlord to take action in this regard immediately. They cannot be a mute spectator and wait till the expiry of the period stipulated. On record, this Court finds that no prejudice, whatsoever, is shown by the tenant in filing an application before the expiry of the period stipulated under Section 4(2) of the Act.

11.In the case of ***Vithalbhai Pvt. Ltd. v. Union Bank of India*** reported in ***(2005) 4 SCC 315***, the Hon'ble Supreme Court has held as follows :

“21.Where the right to sue has not matured on the date of the institution of the suit an objection in that regard must be promptly taken by the defendant. The court may reject the plaint if it does not disclose a cause of action. It may dismiss the suit with liberty to the plaintiff to file a fresh suit on its maturity. The plaintiff may himself withdraw the suit at that stage and such withdrawal would not come in the way of the plaintiff in filing the suit on its maturity. In either case, the plaintiff would not be prejudiced. On the other hand, if the defendant by his inaction amounting to acquiescence or waiver allows the suit to proceed ahead then he cannot be permitted to



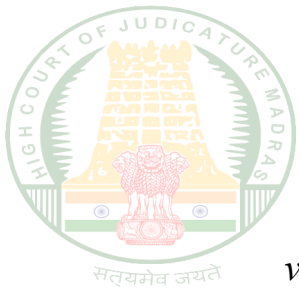
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belatedly urge such a plea as that would cause hardship, maybe irreparable prejudice, to the plaintiff because of lapse of time. If the suit proceeds ahead and at a much later stage the court is called upon to decide the plea as to non-maintainability of the suit on account of its being premature, then the court shall not necessarily dismiss the suit. The court would examine if any prejudice has been caused to the defendant or any manifest injustice would result to the defendant if the suit is to be decreed. The court would also examine if in the facts and circumstances of the case it is necessary to drive the plaintiff to the need of filing a fresh suit or grant a decree in the same suit inasmuch as it would not make any real difference at that stage if the suit would have to be filed again on its having matured for filing.”

12. Even on an earlier occasion, this Court, in ***Palkani v. J.Raghu and another [C.R.P.(NPD) No.4500 of 2024, dated 09.01.2025]***, has held as follows :

“18. As already pointed out, the main object of the Act, 2017 is to regulate the rent as per the terms agreed between the Landlord and Tenant. Merely expressing some intention for entering into an agreement, it cannot be said that the Tenant is really interested to enter into an agreement as per the market



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value. It is to be noted that even though a draft agreement along with notice dated 18.11.2019 was sent by the Landlords, a plea was taken by the Tenant that no such draft copy was received. Even assuming that there was no such copy attached along with the notice, the Tenant ought to have sent a reply, indicating the acceptance of the draft agreement on her side, which had not been done. Therefore, this Court is of the view that merely because a time period has been stipulated for the parties to enter into an agreement within 575 days, that cannot be construed to mean that the Landlords should wait till 575 days. Tenant cannot expect the Landlords to wait for 575 days to enable the Tenant to express her position in this regard. Therefore, the contention of the learned counsel for the Tenant that the petition for eviction had been filed before expiry of 575 days is premature cannot be countenanced. Even assuming that the petition had been filed at the premature level, that cannot be a ground to dismiss the petition. ”

(emphasis supplied)

13.It is further to be noted that Section 4(2) of the TNRRRLT Act mandates the parties to enter into an agreement and only a grace period has been given to do such exercise. In the entire Act, when carefully read, there



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is no statutory bar for filing any application within the grace period granted by the Statute. Grace period is mainly granted enabling the parties to enter into an agreement. The very amendments made from time to time extending the time limit from 90 days to 210 days and thereafter to 575 days, is only based on the representations received from the landlords and tenants to enter into such agreement and registering the same before the Rent Authorities. Therefore, merely because the Statute provides for grace period for entering into an agreement, that cannot be construed to mean that till the expiry of such period, eviction petition is not at all maintainable.

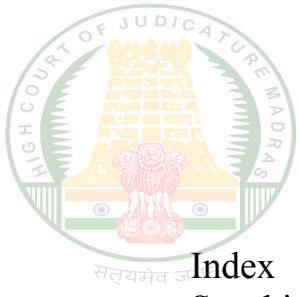
14. Therefore, this Civil Revision Petition is allowed and the order of the Rent Appellate Court allowing the Appeal on the ground that the application is premature, is set aside and the order of the Rent Controller ordering eviction under Section 21(2)(a) of the TNRRRLT Act on the ground of non-entering into a written agreement, is confirmed. No costs. Consequently, connected miscellaneous petition is closed.

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Index : Yes / No
Speaking order : Yes / No
Neutral Citation : Yes / No

To

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

N. SATHISH KUMAR, J.

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