

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Order reserved on : 14.07.2025

Order pronounced on : 08.08.2025

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

CRP.No.2497 of 2025
& CMP.No.14310 of 2025

Suresh Jewellers
Rep. by Mahesh Kumar Vaid,
No.66, Tana Street, Purasawalkam,
(Facing Tana Street & Perumal Naicken Street),
Chennai – 600 007.

..Petitioner

Vs.

Sre Purushandaniya Parasvanatha Jain
Swethambar Moorthipujak Sangh
Represented by its Secretary,
Mr.Harak Chand Golecha,
No.65-66, Tana Street, Purasawalkam,
Chennai – 600 007.

..Respondent

Prayer: Civil Revision Petition filed under Article 227 of Constitution of India, to set aside the order and decretal order dismissing the petition to mark the document dated 09.06.2025 in M.P.No.1 of 2024 in R.L.T.O.P.No.75 of 2023, on the file of the XII Small Causes Judge, Chennai and consequentially allow the petition.

For Petitioner : Mr.M.L.Ramesh
For Respondent : Mr.Pramod Kumar Chopda
Senior Counsel
for Mr.P.Prithvi Chopda



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ORDER

The petitioner/tenant, aggrieved by the dismissal of his application in M.P.No1 of 2024 in R.L.T.O.P.No.75 of 2023 before the Rent Court (The XII Judge, Court of Small Causes, Chennai), is before this Court, by way of the above revision.

2.I have heard Mr.M.L.Ramesh, learned counsel for the petitioner/tenant and Mr.Pramod Kumar Chopda, learned Senior Counsel for Mr.P.Prithvi Chopda, learned counsel for the respondent/landlord.

3.Mr.M.L.Ramesh, learned counsel for the revision petitioner would attack the findings of the Rent Court on the ground that the Rent Court has mechanically disallowed the application filed by the tenant to mark the Agreement of Tenancy dated 28.07.2003 and the Tenancy Agreement dated 08.10.2020 on the side of the respondent, by accepting the proof affidavit of the petitioner/tenant. The learned counsel for the petitioner would further state that the specific contention of the revision petitioner/tenant is that when the petitioner has taken a specific stand in the counter affidavit that he is not a tenant in the premises at all and it is only the firm which is a tenant in the

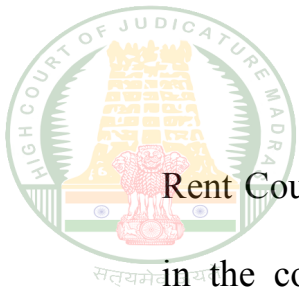


premises, the Rent Court ought to have given an opportunity to the petitioner to file relevant documents as exhibits.

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4.The learned counsel for the petitioner would further state that by producing the said agreements, which are sought to be marked, the respondent only wanted to establish that the partnership firm is the tenant under the respondent right from 2003 onwards. He would further contend that the the Rental Agreements have also been entered into by the respondent/landlord with the partnership firm on 08.10.2020, which is after the commencement of the new rent enactment and in such circumstances, it cannot be contended by the respondent/landlord that there is a failure to enter into Tenancy Agreement. Only in order to put forth all his valid objections, the application was taken out and according to the learned counsel for the petitioner, the Rent Court has erroneously dismissed the application on a improper consideration of material facts and circumstances. He would therefore pray for the revision being allowed.

5.Per contra, Mr.Pramod Kumar Chopda, learned Senior Counsel for the respondent/landlord would state that the Rent Court has rightly rejected the application filed by the revision petitioner and the well considered order of the



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Rent Court does not require any interference. He would further state that even in the counter affidavit filed by the respondent in RLTOP, the respondent admits that there is no agreement of tenancy on the date of filing of RLTOP and that even after coming into force of the new rent legislation, the petitioner was allowed to continue his occupation and therefore, RLTOP was sought to be dismissed as not maintainable. In view of the categorical admission of the revision petitioner, there was absolutely no necessity to permit filing of the agreements, which were earlier in point of time and not relevant to decide the core issue, which is whether on the date of coming into force of the rent Act, namely TNRRRLT Act, there has been a failure to enter into tenancy agreement as contemplated under Section 4(2) r/w Section 21(2)(a) of the Act. The learned Senior Counsel would therefore pray for dismissal of the revision.

6.I have carefully considered the submissions advanced by the learned counsel for the petitioner and learned Senior Counsel for the respondent.

7.The respondent/landlord has filed RLTOP.No.75 of 2023 on the ground that there has been a failure to enter into a tenancy agreement and in terms of Section 21(2)(a) of TNRRRLT Act, recovery of possession of tenanted premises is sought for. Even in the RLTOP, it is specifically contended that the



respondent, Suresh Chand Jain became a tenant under the respondent herein in 2003, by way of two separate unregistered Lease Agreements and that the Lease Deeds lapsed well before the new Act came into force and there has been no renewal or fresh tenancy and consequently, the respondent has sought for an order for recovery of possession in the said RLTOP.

8.In the counter affidavit filed by the respondent at paragraph No.6, the respondent admits that the said Suresh Chand Jain become the tenant in respect of two non residential portions and that there is no agreement of tenancy on the date of filing of RLTOP and even after coming into force of Act 42 of 2017, the respondent was allowed to continue his occupation. In paragraph No.7 of the said counter affidavit, it is contended that the respondent has not called upon the petitioner to enter into a Lease Agreement in writing, as required under Act Section 4 of Act 42 of 2017 and that the revision petitioner is ready to register the Lease Agreement as per the new Act.

9.It is also contended that the business that is being run from the tenanted premises is the bread and butter for the entire family and the business has been carried out on for several decades, right from 1970 onwards. In the light of the specific stand taken by the respondent in the counter affidavit, not denying the fact that the petitioner is a tenant in respect of the premises, there is absolutely



no requirement to permit the petitioner to file the Lease Deeds of the year 2003 and 2020. The Rent Court has also rightly found that besides the admissions in the counter affidavit, during the course of Court examination on 22.11.2023 also, the petitioner has admitted that after the new Act came into force, there is no written agreement and that the respondent is a tenant in the petition premises for the last 20 years.

10.In the light of the above categorical admissions of the petitioner in the counter affidavit as well as during Court examination, having admitted that the petitioner has been a tenant and that there is no agreement as required under the new Act, the request for filing the Lease Deeds of the year 2003 and 2020 are totally alien to the questions that arise for determination in the RLTOP. In fact, the Rent Court has also rightly found that in the counter statement, there is not even a mention about the agreement dated 08.10.2020. On the contrary, as seen above from the averments in the counter affidavit, the respondent has clearly stated that he is willing to enter into an agreement in terms of new Rent enactment. Thus, I do not find any perversity or illegality in the findings of the Rent Court dismissing the application, requiring interference under Article 227 of Constitution of India.



11. In fine, the Civil Revision Petition is dismissed. However, considering that RLTOP is pending from early 2023 onwards, the XII Court of Small Causes, Chennai, is directed to dispose of RLTOP.No.75 of 2023, on merits and in accordance with law, within a period of four 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.

08.08.2025

Speaking/Non-speaking order

Index : Yes/No

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To

The XII Court of Small Causes, Chennai.



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P.B.BALAJI.J.

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Pre-delivery order made in
CRP.No.2497 of 2025
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