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CRP(NPD) No.2925 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Date : 15.07.2025

CORAM:

THE HON'BLE MR.JUSTICE N.SATHISH KUMAR

C.R.P (NPD) No.2925 of 2025 and CMP No.16472 of 2025

M/s.Suguna Industries
Rep. by its Partner
Mr.V.Lakshmi Narayanasamy
S/o.K.Venkatesalu
having its registered office at
No.160, Linghi Chetty Street
Chennai-600 001.

... Petitioner

..Vs.

A.Jalwa

... Respondent

Prayer: This Civil Revision Petition is filed under Article 227 of Constitution of India, to set aside the judgment and decree dated 27.02.2025 passed in RLTA No.30 of 2024 on the file of the VI Additional Judge, City Civil Court at Chennai in confirming the fair and decreetal order dated 09.11.2023 in RLTOP No.501 of 2022 on the file of XV Judge, Small Causes Court at Chennai.

For Petitioner	: Mr.N.Arunkumar for M/s.Sampathkumaar and Associates
For Respondent	: Mr.M.A.Abdul Wahab for M/s.K.V.Subramaniam Associates



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ORDER

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Challenge has been made to the concurrent finding of the Courts below ordering eviction under Section 21(2) (a), 21(2)(b) and 21(2)(e) of the Tamil Nadu Regulation of Rights and Responsibilities of Land-Lords and Tenants Act, 2017.

2. Though the proceedings were initiated under Sections 21(2) (a), 21(2)(b) and 21(2)(e) of the Tamil Nadu Regulation of Rights and Responsibilities of Land-Lords and Tenants Act, 2017, the Courts below has ordered eviction only on the ground of Section 21(2)(a) of the Act for for non-entering an agreement between the parties.

3. It is an admitted case of the parties that the revision petitioner was inducted as a tenant. The original monthly rent was Rs.5,000/-. Therefore, according to the landlord, the rent has not been paid from 09.10.2001 and thereby, committed willful default. That apart, she sought for eviction and demolition for reconstruction. Another ground on which eviction is sought for entering an agreement is mandatory under



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Section 4(2) of the New Act. Further, the Rent Control Court as well as the Appellate Authority had dismissed the application on two grounds and allowed the application for non-entering an agreement between the parties. Challenging the same, the present revision petition is filed.

4. The main contention of the revision petitioner is that the landlord has not sent any notice requiring to enter an agreement. Therefore, he could not enter an agreement. Hence, the order of the trial court and the appellate court has to be set aside.

5. I have perused the entire materials.

6. Law is well settled that while entering an agreement even the mistake on the part of either parties, the same will give rise to eviction under Section 21(2)(a) of the new Act. Once the new Act mandates the parties to enter an agreement within 575 days, after the new Act came into force, it is the duty of the parties to enter an agreement. The failure on the part of either side cannot be an excuse to contend that the eviction is not to



be initiated. In this regard, 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 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



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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.”

7. 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.

8. 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 ;

(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.”

Therefore, this Court do not find any merits in this revision petition.

9. 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



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in writing, warrants no interference. Accordingly, this Civil Revision

Petition is dismissed. No costs. Consequently, connected miscellaneous petition is closed.

15.07.2025

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To

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

2.XV Judge, Small Causes Court
Chennai.

N.SATHISH KUMAR,J

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