



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Order reserved on : 24.11.2025

Order pronounced on : 12.12.2025

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THE HONOURABLE MR JUSTICE P.B. BALAJI

CRP.No.3467 of 2025
& CMP.No.18817 of 2025

L.Muniyandi

... Petitioner

Vs.

K.Dinesh Raja

... Respondent

Prayer: Civil Revision Petition filed under Article 227 of Constitution of India, to set aside the order and decreetal order passed in R.L.T.A.No.28 of 2025 on the file of the XIX Additional Judge, City Civil Court, Chennai (Rent Tribunal) in confirming the order and decreetal order of eviction passed in R.L.T.O.P.No.586 of 2022 on the file of the XV Judge, Court of Small Causes at Chennai (Rent Court).

For Petitioner : Mr.V.Raghavachari
Senior Counsel for Mrs.S.Thankira

For Respondent : Mr.E.Prabhu



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ORDER

The revision petitioner is the tenant, who has suffered concurrently before the Rent Court as well as the Rent Tribunal.

2.I have heard Mr.V.Raghavachari, learned Senior Counsel for Mrs.S.Thankira, learned counsel for the petitioner and Mr.E.Prabhu, learned counsel for the respondent.

3.The respondent initiated proceedings under the new rent legislation, namely the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, seeking to evict the petitioner on the ground that there has been a failure to enter into a tenancy agreement, invoking Section 21(2)(a) of the Act and also on the ground that there has been a default in payment of rents, invoking Section 21(2)(b) of the Act. The Rent Court, as well the Rent Tribunal have concurrently ordered eviction and challenging the same, the present revision petition has been filed.



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4.Mr.V.Raghavachari, learned Senior Counsel appearing for the petitioner would first and foremost contend that the petitioner is only one of the co-owners of the tenanted property and the petitioner, by filing the application before the Rent Court, has attempted to split the tenancy. He would submit that the landlord cannot split the tenancy and seek eviction of a portion of the tenanted premises. He would invite my attention to the rental agreement that has been entered into between the parties and refer to the various provisions, to drive home the point that there has been a single agreement in respect of a consolidated premises, that has been leased to the petitioner, on consolidated payment of rent of Rs.10,000/-. He would further state that even in the suit filed by the petitioner, seeking the relief of a permanent injunction to restrain the respondent from interfering with his peaceful possession and enjoyment, the respondent has filed a written statement, clearly admitting to the fact that the premises that has been let out is the factory shed that has been constructed as a single unit/building, on the lands individually purchased by the respondent and the son of the petitioner/tenant.

5.Mr.V.Raghavachari, learned Senior Counsel also relies on the



decision of this Court in *A.Alagiyanathan Vs. M.Swaminatha Pillai*, reported in 1980 (93) LW 580 and the decision of the Madhya Pradesh High Court in *Jeewanlal Vs. Anant*, reported in 1967 SCC Online MP 136. He would therefore pray for the revision being allowed and the eviction order being set aside.

6.Per contra, Mr.E.Prabhu, learned counsel appearing for the respondent would submit that the petitioner has not taken the plea that the tenancy cannot be split up, before the Rent Court. He would invite my attention to the fact that the petitioner has admitted to be paying rents separately and equally to the respondent and the petitioner's son, who is the other owner. He would further state that the properties were acquired by the petitioner's son and the respondent by way of two separate sale deeds with specific boundaries, the northern portion belonging to the respondent and southern portion belonging to the petitioner's son himself. He would also state that though the petitioner claims to have an agreement to purchase the property, he has not been able to substantiate the same and there is no error committed by the Rent Court or the Rent Tribunal in ordering eviction as prayed for. The learned counsel for the respondent would also submit that as



a co-owner, the petitioner was entitled to maintain the RLTOP. He would therefore pray for dismissal for the revision petition.

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

8.The landlord in the present case is none else than the son of the petitioner's younger brother, one L.Kalidoss. The property was purchased by the respondent, along with the revision petitioner's son, M.Shankar. It is not in dispute that the properties were acquired by the said M.Shankar, son of the petitioner and the respondent herein by separate sale deeds, each for an extent of 1800 sq.ft, one being northern portion which has been purchased by the respondent and the other being southern portion which was purchased in the name of the petitioner's son, M.Shankar.

9.However, subsequent to the purchase of 1800 sq.ft individually with four specific boundaries, the respondent and the petitioner's son have jointly put up a construction over the total land of 3600 sq.ft and the factory



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shed that has been constructed out of the joint exertion of the two owners, has been let out to the revision petitioner. The agreement between the petitioner, the respondent and the revision petitioner's son is dated 10.09.2008, for a period of 11 months. The rental agreement indicates that the petitioner has approached the respondent and the other son, who is none else than the son of the petitioner to let out the asbestos shed, measuring 2000 sq.ft for the iron scrap godown business of the petitioner and agreeing to let out the shed and fixing a rent of Rs.10,000/- and after receiving an advance of Rs.40,000/-, the property has been let out, by the respondent and the other co-owner.

10.It appears that the petitioner's son, for availing of a loan, has executed a sale deed in favour of the third party. However, it is contended by the learned Senior Counsel that the sale deed is only for the purposes of security and the petitioner's son continues to receive his share of the rent in respect of the demised premises. The property, which has been let out admittedly is the entire extent of 3600 sq.ft, together with the asbestos shed, measuring 2000 sq.ft. The revision petitioner also filed a suit in O.S.No.4706 of 2021 before the City Civil Court, Chennai, against the



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respondent herein in respect of the said property leased to him and seeking the relief of permanent injunction to restrain the respondent from interfering with his peaceful possession and enjoyment, except by due process of law. The respondent herein, as defendant in the said suit filed a written statement, stating that the larger extent, measuring 3600 sq.ft was leased out to the father of the revision petitioner by the respondent and the son of the revision petitioner, M.Shankar, after constructing walls on all sides and also constructing the shed, by sharing the expenses equally.

11.The respondent has admitted to the rental agreement dated 10.09.2008, fixing the monthly rent of Rs.10,000/-. The respondent has contended that the rent was shared between the respondent and the petitioner's son, M.Shankar. Therefore, the factum of the lease of the shed, along with the appurtenant land, measuring in all 3600 sq.ft has been categorically admitted by the respondent. While so, curiously, while moving the application for eviction in RLTOP.No.586 of 2022, the respondent has restricted the schedule to the northern portion measuring 1800 sq.ft, leaving out the southern portion which stands in the name of the revision petitioner's son.



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12. In the RLTOP, it is contended by the respondent that the petitioner is paying Rs.5,000/- each to both the respondent and the petitioner's son and that for 124 months, the petitioner has committed default. It is also contended that the only agreement that was entered into was in the year 2008, which also expired in August 2009 and consequently, there is a failure to enter into a tenancy agreement. It is on these two grounds that eviction was sought for.

13. The eviction petition was resisted by the petitioner, contending that the parties are closely related and the rental agreement itself was only to enable the petitioner to avail of a registration for the business from the Commercial Tax Department and that there is actually no jural relationship of landlords and tenant. It is also contended that the eviction petition is bad for non-joinder of proper and necessary parties, namely non-impleading of M. Shankar, the petitioner's son. No doubt, the petitioner also claims that the respondent had agreed to sell his half share and that he has even received the entire sale consideration even as early as in 2007. There is absolutely nothing on record to substantiate the same.



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14.No doubt, as rightly contended by the learned counsel for the respondent the tenant has not specifically taken a plea that splitting of tenancy is impermissible in law. However, though the petitioner may not have couched the pleadings in an appropriate manner, the petitioner has indicated even in the counter statement that the absence of the other co-owner, namely the petitioner's son or the purchaser from him, the eviction petition itself is not maintainable. The Courts below have narrowed down the scope of enquiry with regard to whether there has been a failure to enter into a tenancy agreement and finding that the petitioner had admitted the tenancy with the respondent initially, have proceeded to order eviction only under Section 21(2)(a) of the Act, dismissing the eviction on the ground of default in payment of rents.

15.The Rent Court has not even considered the objection with regard to the non-joinder of the petitioner's son, who, admittedly, as joint lessor, let out the premises to the petitioner. Even the Rent Tribunal has not addressed the said issue in a proper manner and has merely proceeded to hold that the son of the petitioner is not a necessary party since the petitioner has



admitted the landlord and tenant relationship.

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16. Having let out the property jointly, the lessors should have approached the Court together and ought to have sought to recover possession from the petitioner, alleging that there has been a failure to enter into the tenancy agreement. Admittedly, even according to the admission of the respondent, the factory shed has been constructed with the joint funds of both the petitioner's son as well as the respondent. The extent of the shed is more than the entitlement of the land which is only 1800 sq.ft under the sale deed in favour of the respondent in respect of the northern portion.

17. This Court had an occasion to deal with a case where co-owner can maintain an eviction petition in *A. Alagiyanathan's case*, cited supra, which arose under the repealed Tamil Nadu Buildings (Lease and Rent Control) Act, 1960. This Court held that one of landlords cannot act in severalty and an application filed for eviction must reflect a conjoint action and even if it is at the instance of one of the lessors, it should be on behalf of and for the benefit of all the other lessors.



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18.The Madhya Pradesh High Court in *Jeewanlal's case*, cited supra, held that when the landlord had established a deed only for part of the premises, then the landlord is not entitled to ejectment of the whole. The present case, in my considered view, stands on an even better footing than the facts of the cases that have been discussed herein above.

19.The respondent has not sought for eviction of the petitioner from the entire tenanted premises. He has restricted the relief to the northern portion alone. Admittedly, the shed has been constructed as a single unit over both northern and southern halves, which were purchased by the petitioner's son and the respondent. In such circumstances, it is certainly not open to the respondent as one of the landlords to contend that he is entitled to recovery of possession in respect of his portion alone. I can understand if the building falls entirely within the property that has been purchased by the respondent in and by way of an independent sale deed with four definite boundaries, then at least the respondent could have justified his action in seeking recovery of possession of the tenanted premises from the petitioner.

20.Here, there is clear admission even by the respondent in the civil



suit filed by the petitioner that the shed has been constructed to the extent of 2000 sq.ft over the total and larger extent of 3600 sq.ft. If at all the respondent has a grievance that there has been a failure to enter into a tenancy agreement as contemplated under Section 4(2) of the Act, thereby entitling the respondent to an order for recovery of possession, then the application for eviction should have necessarily been made by both the petitioner's son and the respondent and in respect of the entire premises.

21.The respondent cannot unilaterally carve out the schedule depicting it to be the northern portion, measuring 1800 sq.ft and seek for recovery of possession independently, even without impleading the petitioner's son as a party respondent. In fact, it was even open to the respondent to have included the buyer from the petitioner's son and made a joint request for recovery of possession under Section 21(2)(a) of the Act.

22.With regard to the contention of the learned counsel for the respondent that this plea was never raised before the Rent Court or the Rent Tribunal, I find that in the grounds before the Rent Tribunal, the petitioner has specifically raised a ground that a larger extent of 3600 sq.ft being



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integrated property was alone let out to the revision petitioner. This has not been addressed by the Rent Tribunal. In any event, the question of entitlement of a landlord to split the tenancy and seek for recovery of possession in respect of one portion of the same being permissible or not is a legal issue that can be raised even before this Court. The respondent cannot maintain an eviction petition by unilaterally splitting the tenancy into one half and claim recovery of possession in respect of the northern half alone which was purchased by the respondent, under a separate registered sale deed.

23. In fact, even in the schedule, I find that there is a mention only of the northern portion, measuring 1800 sq.ft out of larger extent of 3600 sq.ft, together with equipment being crane made up of iron running in the channel found on the beam belonging to the respondent landlord and the boundaries also are only in respect of the entire extent of 3600 sq.ft and not restricted to the northern portion of 1800 sq.ft. There is no reference to the factory shed that has been constructed in and over the said land.

24. In such view of the matter, the petition for eviction was clearly not



maintainable and such unilateral and arbitrary splitting up of tenancy by the respondent is not permissible under the law. Failure if any alleged to enter into a tenancy agreement, should be in respect of the entire tenanted premises and not as per the whims and fancies of the respondent/landlord. In such circumstances, I am constrained to set aside the concurrent orders passed by the Rent Court and the Rent Tribunal.

25. In fine, the Civil Revision Petition is allowed and resultantly, the order in R.L.T.A.No.28 of 2025 on the file of the learned XIX Additional Judge, City Civil Court, Chennai, and confirmed by the XV Judge, Court of Small Causes, Chennai, in R.L.T.O.P.No.586 of 2022 is set aside. This order shall not preclude the respondent/landlord from approaching the competent Court for appropriate relief. There shall be no order as to costs. Connected Civil Miscellaneous Petition is closed.

12.12.2025

Neutral Citation: Yes/No
Speaking Order/Non-speaking Order
Index : Yes / No
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To

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1.The XIX Additional City Civil Court, Chennai.

2.XV Judge, Court of Small Causes, Chennai.

P.B. BALAJI,J.

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Pre-delivery order made in
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