



C.R.P.No.4936 of 2024

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 01..07..2025

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THE HONOURABLE MR.JUSTICE N. SATHISH KUMAR

C.R.P.No.4396 of 2024

and

C.M.P.No.24439 of 2024

Lalith Kumar

..... Petitioner

-Versus-

Krishna Baskar

..... Respondent

Petition filed under Article 227 of the Constitution of India praying to set aside the judgment and decree dated 12.07.2024 passed in R.L.T.A.No.140 of 2023 on the file of the learned II Additional Judge, City Civil Court at Chennai, confirming the order and decree dated 22.02.2023 passed in R.L.T.O.P.No.284 of 2019 on the file of the learned XV Jude, Court of Small Causes, Chennai and thereby allow the civil revision petition.

For Petitioner : Mr.M.Sunilkumar

*For Respondent : Mr.V.Sivakumar for
M/s.P.B.Ramanujan Associates*



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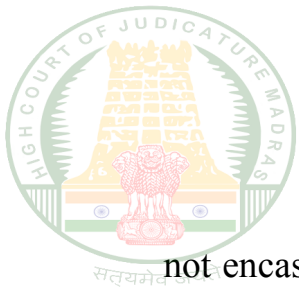
ORDER

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This Civil Revision Petition has been filed by the tenant, challenging the concurrent findings of the Rent Court, dated 22.02.2023 in R.L.T.O.P. No. 284 of 2019, and the learned Rent Tribunal, dated 12.07.2024 in R.L.T.A. No. 140 of 2023, whereby an order of eviction was passed against the revision petitioner on the ground that there was no written tenancy agreement entered into or in force after the commencement of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (“TNRRLT Act”, for brevity).

2. The revision petitioner is the tenant and the respondent is the landlord. For the sake of convenience and to avoid confusion, the parties in this revision will be referred to by their legal jural relationship as 'tenant' and 'landlord'

3. The respondent/landlord pleaded before the rent court that he is the absolute owner of the premises at No. 6A/3, Ground Floor, Kasi Chetty Lane, Sowcarpet, Chennai – 600 079, leased to the tenant for non-residential use at a monthly rent of Rs. 1,200/-, excluding electricity charges and TDS. He alleged that the tenant sublet the premises to one Mr. Hemanth without written consent. Despite repeated termination notices, the tenant denied subletting and made false claims. Cheques sent by the tenant were received without prejudice and



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not encashed. As no written agreement exists as required under the TNRRRLT Act, 2017, the eviction petition was filed.

4.1 Before the rent court, the revision petitioner/tenant contended that the landlord never invited him to execute a lease agreement and that the termination notice was fabricated and unserved. He claimed consistent willingness to formalize the lease, even sending a draft agreement, which was ignored. He further stated that he recently signed a lease deed provided by the landlord, but the signed copy has not been returned. Hence, he sought dismissal of the petition.

4.2 In his additional counter, the tenant contended that he has always been ready and willing to enter into a lease agreement, and that a letter dated 09.05.2019 reflects the applicant's similar intent, which was deliberately suppressed. He claimed tenancy since 45 years ago under one Subburathamma, to whom he initially paid Rs. 10,000/- as advance and additional amounts totaling around Rs. 40,000/- over time. After Subburathamma's death, the applicant began collecting rent on her behalf, despite a letter dated 27.09.2000 from her directing rent to be paid only to her. The property allegedly devolved upon M.S. Radha Lakshmi and Krishna Baskar, and the non-impleadment of co-owner Radha Lakshmi renders the petition unsustainable. He also expressed



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willingness to pay a reasonable rent increase.

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5. Although subletting was initially raised as a ground, the landlord ultimately confined the eviction claim solely to the absence of a valid written lease agreement after the commencement of the TNRRRLT Act, 2017, which mandates such an agreement; thus, continued possession without it violates the Act and warrants eviction.

6. Based on the above pleadings, the rent court framed a lone point for consideration, namely, whether the eviction petition was liable to be allowed on the ground of failure to enter into a tenancy agreement as required under Section 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017.

7. During the enquiry, the landlord did not adduce oral evidence but marked Exs. P1 to P6 in support of his case. The tenant examined himself as R.W.1 and produced Exs. R1 to R16 in his defence.

8. The rent court, upon consideration of the available oral and documentary evidence, held that the landlord was entitled to seek eviction in the event of the tenant's failure to enter into a written tenancy agreement after the commencement of the Act. Accordingly, the rent court allowed the eviction petition. Aggrieved by the said order, the tenant preferred an appeal before the



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rent tribunal, which also dismissed the appeal and confirmed the order of eviction. Further aggrieved by the concurrent findings of both the authorities below, the tenant has filed the present Civil Revision Petition before this Court.

9. This court heard both sides.

10. The learned counsel for the revision petitioner–tenant submitted that the tenant had always been ready and willing to execute a written tenancy agreement and pay the existing rent of Rs.1,200/-, but it was the landlord who declined to accept the increased rent and refused to enter into a written agreement. The learned counsel for the revision petitioner–tenant relied heavily on the judgment of this Court in *Ramesh Salunkhe v. Pramila Jain [C.R.P. (NPD) No. 1996 of 2021, dated 25.01.2022]*, wherein it was held that the landlord cannot unilaterally fix the rent and that any agreement must reflect the terms existing prior to the commencement of the Act. Therefore, the learned counsel contended that the order of the rent tribunal is legally unsustainable. The learned counsel further submitted that the eviction application is premature, since it has been filed even before the expiry of 575 days stipulated under Section 4(2) of the Act for entering into a written agreement. In support of this submission, the learned counsel relied upon the judgment of this court in *Lalith Kumar v. Parimala Jain [C.R.P.(NPD) No.1997 of 2021, dated 25.01.2022]*.



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The learned counsel submitted that the landlord, in order to evict the tenant, has taken undue advantage of the provisions of Section 21(2)(a) r/w. Section 4(2) of the new Act. Both the rent court and the rent tribunal failed to properly appreciate the facts placed before them, resulting in an erroneous finding that warrants interference by this Court.

11. Per contra, the learned counsel for the respondent–landlord contended that no valid written lease agreement existed after the commencement of the TNRRRLT Act, 2017, and as per Section 4 of the Act, a written agreement is mandatory; hence, the tenant’s continued possession is contrary to the statutory requirement, justifying eviction. The concurrent finding of eviction is in accordance with law and settled legal principles, and warrants no interference by this Court.

12. I have considered the rival submissions carefully.

13. An application has been filed by the landlord for eviction under Section 21(2)(a) of the TNRRRLT Act on the ground of non-execution of a rental agreement. As per the new Act, namely, the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, irrespective of the failure on either side, if the agreement is not entered into between the landlord and the tenant in respect of the premises, the same will give rise to a



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cause of action for the landlord to seek eviction under Section 21(2)(a) of the new Act. The very object of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, 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. In order to ensure that such terms are entered into between the parties, Section 4 of the Act made it mandatory that, even in respect of existing tenancies, where no agreement has been entered into between the parties, they are required to execute a written agreement within a period of 575 days from the date of commencement of the Act, i.e., 22.02.2019. The 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 either the tenant or the landlord in entering into the agreement, the same will give a right to either party to apply for termination of the tenancy under Clause (a) of Sub-Section (2) of Section 21 of the new Act.

14. In other words, the above makes it clear that non-execution of a written agreement, even due to the fault of either party, 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:



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“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 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.”

15. Therefore, the provisions of Section 4 of the new Act and the judgment of this Court referred to supra make it clear that, in respect of the tenancy, the parties are required to enter into an agreement. Failure to enter into such an agreement, even due to the fault of either party, is also one of the



grounds for evicting the tenant.

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16. 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 an 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 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.”

17. This Court has consistently held in *Babitha Devi v. Rajendra Kumar*



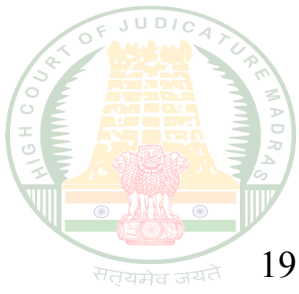
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[C.R.P. No. 2252 of 2024, dated 08.01.2025], *Habeeb Hardware v. Noor*

Hardware [C.R.P. Nos. 4509 & 4511 of 2024, dated 13.12.2024], and in 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.”

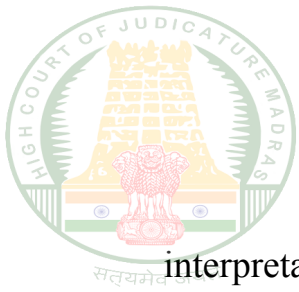
18. As held by this Court, the rent shall be as per the terms agreed between the parties. The new Act also provides a separate mechanism for revision of rent, which is contained in Section 9 of the new Act. As per Section 9, the revision of rent between the landlord and the tenant shall be as per the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



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19. Therefore, a combined reading of Sections 4, 8, and 9 of the new Act makes it clear that the old rent cannot continue to apply and that rent must be fixed under the new Act. The new rent has to be fixed only as per the terms agreed upon by the parties, and the revision of rent must be in accordance with the terms set out in the agreement. The procedure for such revision is also contemplated under Section 9 of the new Act. Therefore, the contention of the tenant that he could not enter into an agreement because the landlord demanded a higher rent than the existing rate cannot be countenanced and has no legs to stand.

20. Though much reliance was placed on the judgement of a learned Single Judge of this Court in *Ramesh Salunkhe v. Pramila Jain* [C.R.P. (NPD) No. 1996 of 2021, dated 25.01.2022], with great respect to the learned Single Judge, this Court is of the view that the learned Judge did not advert to the object of the Act and the definition of “rent payable” as set out under Section 8 of the new Act. Therefore, I am unable to accept the view of the learned Single Judge in this regard. Consequently, the contention of the learned counsel for the petitioner that the expression “that tenancy” should be understood in its plain sense to denote the existing rent cannot be countenanced, in view of the object of the Act, the definition of “rent payable” under Section 8, and its



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interpretation as discussed in the foregoing paragraphs.

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21. As regards the contention of the learned counsel for the petitioner that the application is premature, it is relevant to note that 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 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 26.11.2019, 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.

22. 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



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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 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.”

23. 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, a premature application cannot be rejected. 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 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 mute spectators 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.

24. 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 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.”

25. 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 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



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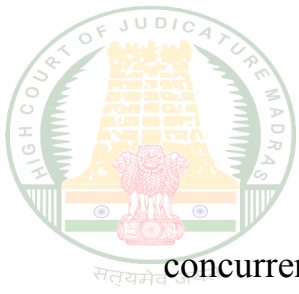
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*such copy attached along with the notice, the Tenant ought to have sent a reply, indicating the acceptance of the draft agreement on her side, which had not been done. Therefore, this Court is of the view that merely because a time period has been 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)

26. 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 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.

27. In view of the above discussion, this Court is of the view that the



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concurrent finding of the rent tribunal ordering eviction under Section 21(2)(a) for non-execution of a written agreement warrants no interference. Therefore, this court finds no merit in this revision petition. Accordingly, this Civil Revision Petition is dismissed, confirming the order of the rent tribunal. No costs. Consequently, the connected miscellaneous petition is closed.

28. After the order was dictated in open court, the learned counsel for the revision petitioner–tenant sought time to surrender vacant possession of the subject premises. Subsequently, the learned counsel for the revision petitioner filed an affidavit of undertaking, undertaking to surrender vacant possession on or before 30.11.2025.

29. The learned counsel for the respondent–landlord was also heard. The learned counsel submitted that he had no objection to granting time for surrender of vacant possession until 30.11.2025.

30. Taking into consideration the facts and circumstances of the case, this Court grants five months' time, i.e., until 30.11.2025, to the revision petitioner–tenant to surrender vacant possession of the subject premises, subject to the condition that the tenant shall (i) pay the entire arrears of rent, if any, and (ii) continue to pay rent regularly until delivery of vacant possession to the respondent–landlord.

31. In the event of breach of any of the above conditions, the landlord



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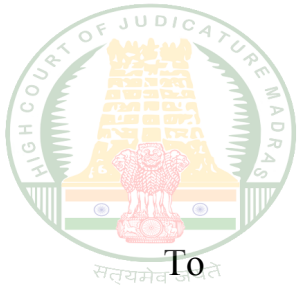
shall be at liberty to take possession of the premises as if no time had been granted.

32. The affidavit of undertaking dated 01.07.2025 filed by the revision petitioner–tenant and presented in open court is recorded and shall form part of the record.

33. If, for any reason, the revision petitioner–tenant fails to vacate the premises on or before 30.11.2025 and upon such breach being brought to the notice of this Court by the respondent–landlord or by filing appropriate contempt proceedings, necessary action would be initiated for violation of the undertaking given before this Court.

Index : yes / no
Neutral Citation : yes / no
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- 1.The II Additional Judge, City Civil Court at Chennai.
- 2.The XV Jude, Court of Small Causes, Chennai.



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N.SATHISH KUMAR.J.,

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