



IN THE HIGH COURT OF JUDICATURE AT MADRAS

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Order reserved on : 15.10.2025

Order pronounced on : 31.10.2025

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THE HONOURABLE MR JUSTICE P.B. BALAJI

CRP.No.4359 of 2024

1.R.Mangilal Ranka
2.M.Mahaveerchand Ranka
3.M.Sandeep Kumar Ranka

... Petitioners

Vs.

S.Shohan Singh

... Respondent

Prayer: Civil Revision Petition filed under Article 227 of Constitution of India, to set aside the order and decretal order made in RLTA.No.42 of 2022 on the file of the 4th Additional City Civil Judge, Chennai, dated 22.08.2024 and allow RLTOP.No.307 of 2021 on the file of the XII Small Causes Court, Chennai dated 29.03.2022.

For Petitioners : Mr.V.Chanakya

For Respondent : Mr.V.K.Sathiamurthy

ORDER

The landlords, aggrieved by the reversal findings rendered by the Rent Tribunal, dismissing their application for recovery of possession under Section 21(2)(a) and 23 of the Tamil Nadu Regulation of Rights and



Responsibilities of Landlords and Tenants Act, 2017 (TN Act 42 of 2017),
are the revision petitioners.

2.I have heard Mr.V.Chanakya, learned counsel for the revision petitioners and Mr.V.K.Sathiamurthy, learned counsel for the respondent.

3.Mr.V.Chanakya, learned counsel appearing for the revision petitioners/landlords would submit that the petitioners filed R.L.T.O.P.No.307 of 2021, for recovering possession of the tenanted premises from the respondent/tenant. The case on which the petitioners approached the Rent Court was that there was no subsisting tenancy agreement between the petitioners and the respondent and though the petitioners had requested the respondent to come forward to enter into a tenancy agreement in terms of the TNRRRLT Act, the petitioners came to know that the respondent had sub let the premises to third parties and hence, the petitioners were not desirable to enter into any tenancy agreement and in such circumstances, they had issued a termination notice on 08.10.2020, calling upon the respondent to vacate.



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4. According to the petitioners, the said notice was not replied to by the respondent. The petitioners therefore invoked Section 21(2)(a) of the Act and sought for recovery of possession. The learned counsel for the petitioners would further state that the Rent Court had rightly found that in the absence of valid tenancy agreement, as required under Section 4(2) of the Act, the petitioners were entitled to an order of repossession of the tenanted premises. He would however state that sympathizing with the respondent who pleaded readiness to enter into a fresh agreement and that it was only the petitioners, who are not ready, the Rent Tribunal, on an erroneous consideration of law, has set aside the order of eviction passed by the Rent Court. He would also rely on the decision of this Court in *Habeeb Hardware, represented by its Partner, S.A. Farook Vs. M.D. Gajarajakumar*, reported in 2025 (1) CTC 241 as well as *Mr. Vijayraj Bhandari Vs. Mr. Suresh Kumar and others*, in CRP.No.162 of 2023 dated 25.01.2023. He would therefore pray for the order of the Rent Court being restored.

5. Per contra, Mr. V.K. Sathiamurthy, learned counsel appearing for the respondent/tenant would submit that the petitioners had not even come to Court with clean hands when the respondent was agreeable to the demand



made by the petitioners to enter into a fresh tenancy agreement and therefore, it was not open to the petitioners to go back on the offer made by them, which was accepted by the respondent and contend that there was a failure to enter into a tenancy agreement.

6.The learned counsel for the respondent would further state that if the landlords are allowed to misuse the provisions of Section 4 of the TNRRRLT Act, then no tenant in the State of Tamil Nadu would be safe and would always run the risk of being thrown out from the tenanted premises, at the whims and fancies of landlords. The learned counsel for the respondent would further state that this was not the object with which the Act was promulgated and as even the name of the legislation suggests the Act is brought about only to regulate rights of both landlords and the tenants and he would therefore state that the Rent Tribunal has rightly set aside the order of eviction passed by the Rent Court.

7.The learned counsel for the respondent would also bring to my notice that this Court in C.R.P(NPD).No.941 of 2023 dated 30.06.2023, has referred the interpretation of Section 4(2) r/w 21(2)(a) of Tamil Nadu



Regulation of Rights and Responsibilities of Landlords and Tenant Act,

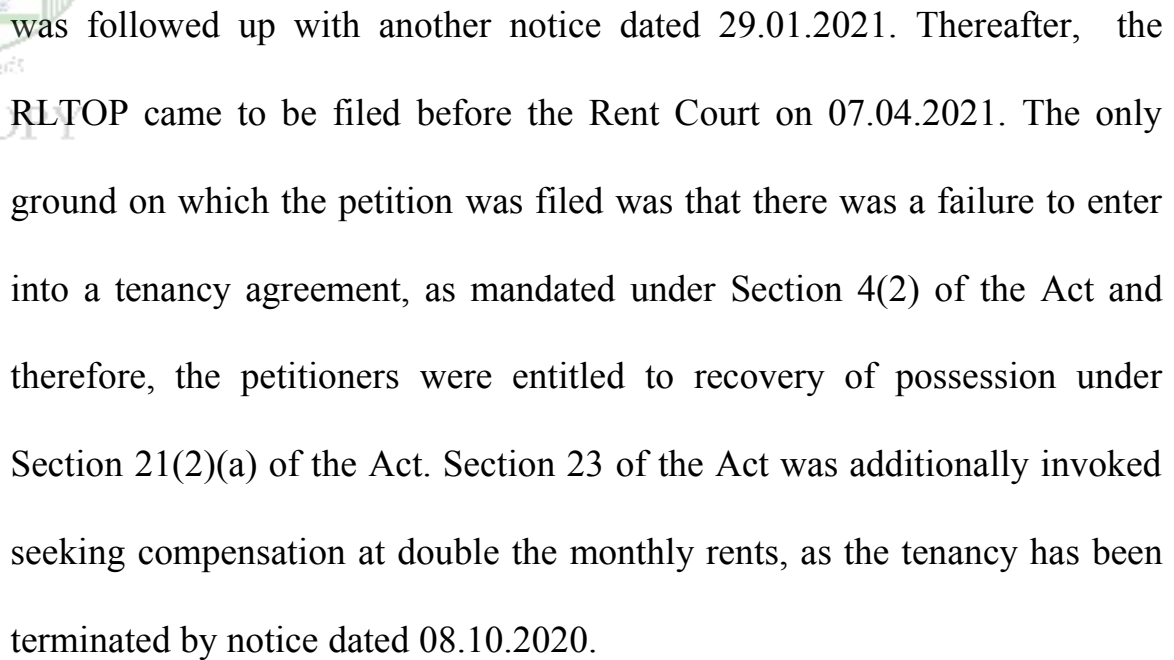
2019, to the Division Bench and since the said Division Bench has not yet been constituted, the learned counsel for the respondent would state that the view expressed in *Ramesh Salunkhe Vs. Pramila Jain (C.R.P.NPD.No.1996 of 2021)* that the landlord cannot take advantage of exorbitant demand of rent, which is not agreeable to the tenant and contend that there is a failure to enter into a tenancy agreement should be applied to the facts of the present case and the revision petition be dismissed. He would also rely on the decision of this Court in *M/s.Top Kapi Vs. S.Sarath Babu (CRP.No.445 of 2023 dated 06.042023)*, where this Court finding that the eviction petition was filed prematurely even before expiry of the time available to the tenant to enter into the tenancy agreement, proceeded to reject the landlords' claim.

8.I have carefully considered the submissions advanced by the learned counsel on either side. I have gone through the records, including the orders passed by the Rent Court and the Rent Tribunal.



10.To the said notice, the respondent has sent a reply on 23.11.2020,

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11. The Rent Court, finding that there was no tenancy agreement, allowed the RLTOP. Though it was strenuously argued and contended by the learned counsel for the respondent that there has been a failure of natural justice principles by not affording a fair opportunity to the respondent to even lead evidence, I find that the Rent Court has discussed the said contentions of the learned counsel for the petitioners and ultimately found that there is no violation of principles of natural justice.

12. In fact, this Court in *J. Thennarasu and Others Vs. Anitha Nalliah*, reported in 2022 5 CTC 519, has held that there is no automatic or vested



right for the tenant to seek cross-examination and it would depend on facts and circumstances of each case and left to the discretion of the Rent Court.

Therefore, I do not find that there is any prejudice that has been caused to the respondent, especially since the only ground on which eviction was sought by the petitioners was that there has been a failure to enter into a tenancy agreement. In respect of this contention, all the necessary documents have been placed before the Rent Court and have been considered. In fact, the legal notice dated 08.10.2020 sent by the petitioners and the two reply notices sent by the respondent on 23.11.2020 and 29.01.2021 have only been marked as exhibits on the side of the respondent as Ex.R1 to Ex.R3.

13.Even otherwise the Rent Court proceeded to find that when admittedly there is no tenancy agreement as required under Section 4(2) of the Act and when there was no concluded agreement between the parties, there was no impediment for the petitioners to seek recovery of possession.

14.However, the Rent Tribunal, referring to the reply notices sent by the respondent, has proceeded to overturn the findings of the Rent Court.



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The Rent Tribunal has held that the petitioners have suppressed the reply notices sent by the tenant and that they have approached the Court with unclean hands and thereby were disentitled to an order of eviction. The Rent Tribunal has also found that when the tenant had called upon the petitioners to send fresh rental agreement at the earliest and had caused two reply notices dated 23.11.2020 and 29.01.2021 and the petitioners had attempted to take undue advantage of the situation, even though the tenant was ready and willing to enter into a written lease agreement. In any event, the Rent Tribunal failed to see that even in the first notice, the petitioners had demanded the sum of Rs.5,000/- only towards damages and the respondent agreeing to pay the same will not in any manner affect the “failure to enter into a tenancy agreement”.

15.The Rent Tribunal has also relied on the decision of this Court in *Lalith Kumar Vs. Pramila Jain, reported in 2022 (2) MWN (Civil) 516*, in non suiting the petitioners. Though the said decision was unsuccessfully taken up to the Hon'ble Supreme Court and the SLP was dismissed at the admission stage itself, in a series of subsequent decisions, this Court has distinguished the ratio laid down in the said case and interpreted Section 9/16



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4(2) of the Act to only mean that even if one of the parties was unwilling, it would still amount to failure and the Court is not obligated to go into the question as to whose fault resulted in the parties not entering into a tenancy agreement.

16. In fact, the decision in *M/s. Top Kapi's case* which has been relied on by the learned counsel for the respondent has also been relied and distinguished in *Habeeb Hardware's case*. In any event, in the present case the question of premature invocation of Section 21(2)(a) of the Act was not the defence of the respondent.

17. Further, with regard to the subsequent events, a letter has been issued by the landlords on 19.09.2024, which is after the Rent Tribunal dismissed the eviction petition. In the said letter, they have called upon the respondent to pay the arrears of Rs.5,000/- up to July 2024 and have demanded rent at the rate of Rs.10,000/- from August 2024 onwards. The said letter has been replied to by the respondent, stating that the tenant is agreeable to pay only Rs.5,000/- per month and he is not agreeable to the demands for higher rents from August 2024 onwards. The learned counsel



for the respondent would contend that even after the decision of the Rent Tribunal, the landlords have impliedly expressed their readiness to enter into a tenancy agreement and therefore, no interference is warranted with the findings of the Rent Tribunal.

18.As regards the subsequent correspondence between the petitioners and the respondent, it has no bearing on the present revision. In any event, after dismissal of the eviction petition, probably the petitioners were advised to give a revised offer in order to settle the matter. However, the respondent has categorically refused to accept the offer. Therefore, I do not see anything turning on the subsequent correspondence between the parties.

19.Coming to the findings of the Rent Tribunal, the Rent Tribunal has non suited the petitioners only on the ground that they have not chosen to disclose the factum of the reply notices sent by the respondent. In fact, in the RLTOP petition, the petitioners have stated that there has been no reply to the said notice dated 08.10.2020. However, the respondent has filed Ex.R2 and Ex.R3 which are claimed to have been sent. Only proof of dispatch of the notices by registered post is available and acknowledgement



cards to both the reply notices are not produced before the Rent Court.

Therefore, in the absence of any satisfactory evidence regarding whether the reply notices were in fact served on the petitioners, the Rent Tribunal ought not to have concluded that the petitioners have suppressed the factum of the reply notices having been sent by the respondent. Even otherwise the Rent Tribunal has misconstrued the readiness expressed on the part of the respondent.

20. On 08.10.2020, the petitioners have terminated the tenancy itself and the demand of Rs.5,000/- was only towards damages for use and occupation, in the event of the respondent not vacating by 30.11.2020. The petitioners have alleged that the respondent has even sub let the premises to third parties. Therefore, even assuming the reply notices had been sent by the respondent, it was only a unilateral offer made by the tenant that he is willing to pay Rs.5,000/- rent and enter into a fresh tenancy agreement. The respondent has not been able to demonstrate that the said offer of the respondent has been accepted to by the petitioners.



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21. Under Section 4(2) of the Act what all is required to enable the landlord to seek recovery of possession under Section 21(2)(a) of the Act is that there must be a failure to enter into a tenancy agreement. When the petitioner had already terminated the agreement by issuing a notice, the receipt of which is admitted by the respondent, the question of contending that the tenant has been ready to enter into an agreement and therefore eviction cannot be ordered, cannot be countenanced. The Rent Court had rightly found that there was a failure to enter into a tenancy agreement and proceeded to order eviction. However, the Rent Tribunal, on misplaced sympathetic considerations, has erroneously overturned the well considered findings of the Rent Court.

22. The Rent Tribunal has failed to look into the mandate of Section 4(2) and Section 21(2)(a) of the Act, which has been repeatedly held by this Court, that the only *sine qua non* for avoiding an eviction action is that there should be a written tenancy agreement in place between the landlord and the tenant. Mere exchange of proposals or unilateral offers would not enable the tenant to successfully defend an eviction action under Section 21(2)(a) of the Act.



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23. Even though one of my brother Judges has referred the matter regarding interpretation of Section 4(2) and Section 21(2)(a) to Division Bench and the Division Bench is yet to be constituted in this regard, I am aligned and in agreement with the views expressed in *Habeeb Hardware's case* (stated supra) and *Vijayraj Bhandari Vs. Mangi Devi and others*, reported in 2025 SCC Online Mad 2979. Therefore, I have no hesitation in setting aside the findings of the Rent Tribunal and restore the order of eviction passed by the Rent Court.

24. In fine, the Civil Revision Petition is allowed. The order in RLTA.No.42 of 2022 dated 22.08.2024 on the file of the 4th Additional City Civil Judge, Chennai, is set aside. The respondent shall vacate and hand over vacant possession on or before 30.04.2026 and till such time, the respondent/tenant shall pay the admitted rents to the petitioners/landlords, without any default. There shall be no order as to costs.

31.10.2025

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

- 1.The IV Additional City Civil Judge, Chennai.
- 2.The XII Small Causes Court, Chennai.



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P.B. BALAJI,J.

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Pre-delivery order made in

CRP.No.4359 of 2024

31.10.2025