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CRP No.5062 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 24.10.2025

DELIVERED ON:31.10..2025

CORAM:

THE HONOURABLE Mr. JUSTICE P.B.BALAJI

CRP No.5062 of 2025 and CMP No.25526 of 2025

Lalit Sancheti

... Petitioner

Vs

C.Satish Babu

... Respondent

PRAYER: Civil Revision Petition filed under Article 227 of the Constitution of India against the order dated 26.06.2025 passed in RLTA No.22 of 2025 on the file of VI Additional City Civil Court, Chennai, confirming the fair and decreetal order dated 21.11.2024 passed in RLTOP No.320 of 2024 on the file of XI Small Causes Court, Chennai.

For Petitioner : Mr.N.Elumalai

For Respondents : Mr.V.G.Suresh Kumar

ORDER

The unsuccessful tenant, who suffered concurrent orders of eviction before the Rent Court as well as the Rent Tribunal, is the revision petitioner.



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2. I have heard Mr.N.Elumalai, learned counsel for the revision petitioner/tenant and Mr.V.G.Suresh Kumar, learned counsel for the respondent/landlord.

3. Mr.N.Elumalai, learned counsel for the petitioner/tenant would submit that the petitioner is occupying the tenanted premises right from 2010 onwards and he was always ready and willing to enter into a tenancy agreement from the date of coming into force of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenant Act, 2017. Learned counsel would further submit that the petitioner has paid a huge advance of Rs.10,00,000/-(Rupees Ten Lakhs only) and he has been paying monthly rents promptly and without any default whatsoever. He would further state that even when the respondent issued a notice on 18.06.2024, the petitioner/tenant approached the respondent and expressed his willingness to enter into a tenancy agreement as required under the new Act. Therefore, the contention of the learned counsel for the petitioner/tenant is that when the petitioner has been ready and willing to enter into a tenancy agreement with the respondent, he cannot be evicted on the ground that there is a failure to enter into a tenancy agreement. In fact, even before this Court, the petitioner has filed an affidavit, stating that he is willing to vacate, if four months' time



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is granted to him.

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4. Mr.V.G.Suresh Kuamr, learned counsel for the respondent/landlord, however, submits that though the petitioner has undertaken to vacate in four months from 25.10.2025 by way of an affidavit dated 24.10.2025, he would state that the petitioner has sworn to a false affidavit as if he has paid an advance of Rs.10,00,000/-, whereas, the fact remains that only a sum of Rs.2,50,000-(Rupees Two Lakhs Fifty Thousand Only) was paid as advance at the inception of the tenancy and further, the petitioner has been in huge arrears of rent which is evident from Ex.P.2, which was marked before the Rent Court.

5. Referring to the said affidavit, learned counsel for the respondent/landlord would submit that the petitioner/tenant has undertaken to clear the entire arrears of Rs.10,58,000/- by 30.09.2021 and vacate by end of January, 2022. In the said affidavit, he also stated that the advance is only Rs.2,50,000/- and the advance has also been adjusted as against the arrears of rent. Further, leaned counsel would contend that the tenant who has taken a false stand before the High Court, is not entitled to any indulgence and he



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also contends that execution proceedings have already been initiated and delivery of possession has also been ordered and only because of the interim stay granted in this revision, the respondent/landlord is unable to take possession of the property and he therefore, prays for dismissal of the revision.

6. I have carefully considered the submissions advanced by the learned counsel on either side.

7. The only ground on which the eviction was sought for by the respondent/landlord was under Section 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlord and Tenants Act, 2017. The Rent Court as well as the Rent Tribunal have found that there is no valid tenancy agreement on the date of commencement of the new Act and therefore, the respondent/landlord is entitled to an order of recovery for possession.

8. The contentions taken by the petitioner/tenant that he was ready and willing to enter into tenancy agreement and therefore Section 21(2)(a) of



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TNRRR Act cannot be invoked, have been rightly rejected.

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9. On going through the order of the Rent Court and the judgment of the Rent Tribunal, I do not find that they suffer from any perversity or illegality, warranting interference under Article 227 of the Constitution of India. Even otherwise the conduct of the petitioner/tenant is also not above board. Even before the Rent Court, the petitioner has undertaken to vacate by end of January 2022 and also clear the entire arrears. He has specifically committed in writing in Ex.P.2 that the entire advance of Rs.2,50,000/- has been adjusted and as on 30.09.2021, the arrears was Rs.10,58,000/-. Admittedly, the petitioner/tenant has not shown any payment having been made pursuant to 30.09.2021 as well and therefore, as on date, the petitioner is in arrears of not less than Rs.20,00,000/-(Rupees Twenty Lakhs Only).

10. The petitioner has also taken a false plea that he has paid an advance of Rs.7,50,000/- by way of cash. In Ex.P.2, the petitioner has admitted that the advance paid is only Rs.2,50,000/- and the same has also been adjusted and there is an outstanding of Rs.10,58,000/- even after adjustment of the advance. Such a tenant cannot plead or seek equity and



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pray for further time to vacate the tenanted premises.

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11. Even otherwise under Section 21(2)(a) of the Act, the question of the tenant being ready and willing to enter into a fresh tenancy agreement is not a relevant circumstance to hold that there has been no failure to enter into a tenancy agreement in terms of Section 4(2) of TNRRRLT Act, 2017. If there is no agreement as contemplated under the provision of Section 4(2) of the TNRRRLT Act, 2017, then, the respondent/landlord is entitled to invoke Section 21(2)(a) of TNRRRLT Act, 2017 and seek recovery of possession and that has been done in the present case.

12. Therefore, there is no merit in the revision and the Civil Revision Petition is dismissed. The petitioner/tenant shall vacate and handover the vacant possession of the premises to the respondent/landlord forthwith. No costs. Consequently, connected miscellaneous petition is closed.

31.10.2025

Index: Yes/No
Speaking order/Non-speaking order
sr



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- To
1. The Additional City Civil Court, Chennai
 2. The XI Small Causes Court, Chennai.



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P.B.BALAJI,J.,

sr

Pre-Delivery Order in CRP No.5062 of 2025

31.10.2025