



C.R.P.No.657 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 11.07.2025

CORAM :

THE HONOURABLE MR. JUSTICE N. SATHISH KUMAR

C.R.P.No.657 of 2024
and
C.M.P.No.3290 of 2024

S.Prabhakaran

... Petitioner

Vs.

K.Velkumar

... Respondent

Prayer : Civil Revision Petition filed under Article 227 of the Constitution of India against the order dated 01.08.2023 in R.L.T.A.No.74 of 2023 on the file of the XXI Additional City Civil Court, Chennai, confirming the order of the Rent Controller, dated 08.02.2023, passed in R.L.T.O.P.No.205 of 2020 on the file of the XIII Small Causes Court, Chennai.

For Petitioner : Mr.C.Umashankar

For Respondent : Mr.S.Ramesh

ORDER

Challenging the order of the XXI Additional City Civil Court, Chennai, in R.L.T.A.No.74 of 2023, dated 01.08.2023, confirming the order of the XIII Small Causes Court, Chennai, in R.L.T.O.P.No.205 of 2020,



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dated 08.02.2023, allowing the application for eviction filed by the respondent/landlord under Section 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (hereinafter referred to as “the TNRRRLT Act” or “the new Act”), the present revision has been filed by the petitioner/tenant.

2.The factual matrix of the case is as follows :

2.1.The respondent is the owner of the subject premises. The petitioner was inducted as a tenant in the subject premises on a monthly rent of Rs.28,000/- excluding other amenities, for non-residential purposes. The respondent paid a sum of Rs.4,50,000/- as security deposit to the petitioner. The parties entered into a rental agreement on 01.08.2017. The rental agreement was for a period of 11 months. Thereafter, the rental agreement was not renewed.

2.2.It is the case of the landlord that the tenant committed willful default in payment of rents from July, 2019. Hence, the landlord sent a notice dated 11.11.2019 terminating the tenancy, stating that the tenant is in arrears of rent to an extent of Rs.1,12,000/-. Alleging that the tenant is in



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illegal occupation of the subject premises without extension of rental agreement and failed to vacate the premises even after issuance of termination notice dated 11.11.2019, the landlord filed the eviction application before the Rent Controller, under Section 21(2)(a) of the TNRRRLT Act for non-entering into a written agreement and also sought for double monthly rent as compensation as per Section 23 of the Act on the ground of illegal occupation even after termination of tenancy.

2.3.The tenant opposed the eviction application before the Rent Controller. It is the contention of the tenant that he has not committed any default in payment of rent. The tenant paid the monthly rents to the landlord's Manager namely Sampath and he has also issued Cash Vouchers signed by the landlord's Manager for receipt of monthly rents. This fact was brought to the notice of the landlord and the landlord was convinced and therefore, the tenant did not choose to reply to the termination notice dated 11.11.2019. Thereafter, the landlord refused to receive the rents. The demand drafts towards monthly rents sent on various occasions were also returned by the landlord. Therefore, only in order to evict the tenant unlawfully, the landlord has filed the present eviction application. Hence,



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he opposed the application.

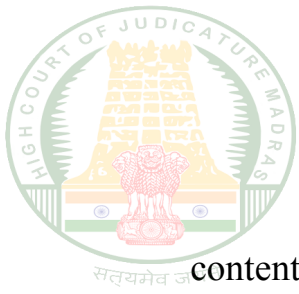
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2.4.The Rent Controller allowed the application filed by the landlord under Section 21(2)(a) on the ground of non-entering into a written tenancy agreement and ordered eviction, however, dismissed the relief of compensation under Section 23 of the Act, since there was no written agreement between the parties to invoke Section 23 of the Act.

2.5.Challenging the order of eviction, the tenant filed an appeal. The Rent Appellate Court dismissed the appeal and confirmed the order of eviction passed by the Rent Controller.

2.6.Challenging the concurrent findings of the Court below, ordering eviction under Section 21(2)(a) of the TNRRRLT Act, the present revision has been filed by the tenant.

3.Learned counsel for the petitioner/tenant would submit that the tenant was always ready and willing to enter into a written rental agreement, but it was the landlord who refused to enter into an agreement. It is his

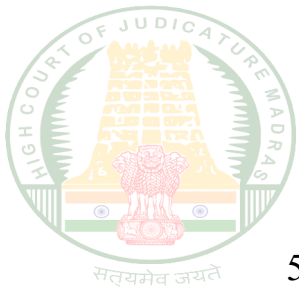


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contention that, though the tenant sent the demand drafts towards monthly rents, the landlord refused to receive the monthly rents. It is his further contention that the landlord is taking undue advantage of the provisions of Section 21(2)(a) r/w. Section 4(2) of the new TNRRRLT Act and is seeking eviction. Therefore, the learned counsel would submit that the order passed by the Courts below cannot be sustained in the eye of law.

4. Whereas, the learned counsel appearing for the respondent/landlord would submit that the tenancy agreement executed on 01.08.2017 was for a period of 11 months and after the expiry of the same, there was no written agreement between the parties as mandated under Section 4(2) of the TNRRRLT Act. The learned counsel refuted the contention of the learned counsel for the petitioner that the tenant was paying monthly rents regularly to the landlord and obtained cash receipts. The tenant was in arrears of rent. Therefore, the learned counsel would submit that both the Courts below are right in ordering eviction under Section 21(2)(a) of the TNRRRLT Act and hence, prayed for dismissal of the revision.

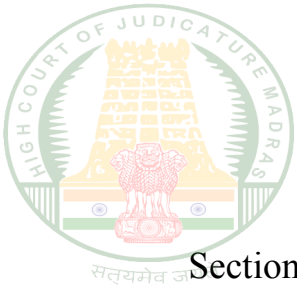


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5. Heard the learned counsel on either side and perused the entire materials available on record.

6. An application has been filed by the landlord for eviction under Section 21(2)(a) of the TNRRRLT Act on the ground of non-entering into the rental agreement. The status of the parties is not in dispute. Admittedly, there was a rental agreement between the parties executed on 01.08.2017 for a period of 11 months, which expired on 01.07.2018. Subsequently, there was no written agreement between the parties. Admittedly, even after the commencement of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, there was no written agreement between the parties. The very object of the TNRRRLT Act, 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. Only to achieve such terms to be entered into between the parties, Section 4 of the Act made it mandatory that, even in respect of the existing tenancy, when there is no agreement entered into between the parties, the parties are required to enter into an agreement in writing within a period of 575 days from the date of commencement of the Act, i.e., 22.02.2019. Proviso to Sub-Section (2) of



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Section 4 of the new Act makes it very clear that, irrespective of the failure on the part of the tenant or the landlord in entering into the agreement, the same will give right to either the landlord or the tenant to apply for termination of the tenancy under Clause (a) of Sub-Section (2) of Section 21 of the new Act.

7. In other words, the above makes it clear that, non-entering into an agreement in writing even on the mistake on either side 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 :

“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.



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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.”

8. 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.

9. It is relevant to note that the landlord and the tenant are bound by



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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



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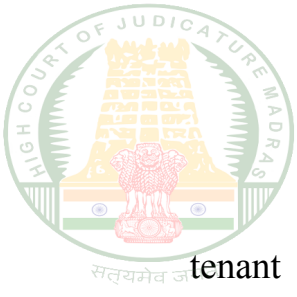
landlord and the tenant in such agreement.”

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10.This Court has consistently held in ***Babitha Devi v. Rajendra Kumar [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 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.”

11.As held by this Court, the rent shall be as per the terms agreed between the parties. The new Act has also got a separate mechanism for revision of rent, which is contained in Section 9 of the new Act. As per Section 9 of the new Act, the revision of rent between the landlord and



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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.

12. Therefore, a combined reading of Section 4, Section 8 and Section 9 of the new Act will make it clear that the old rent cannot be continued to apply and the rent will be fixed under the new Act. The new rent has to be fixed only as per the terms agreed by the parties and the revision of rent has to be as per the terms set out in the agreement. The procedure by which the revision should take place is also contemplated under Section 9 of the new Act.

13. In the present case, after the commencement of the new Act, the parties have not entered into a written agreement as mandated under Section 4(2) of the Act. The earlier agreement dated 01.08.2017 expired as early as on 01.07.2018. The landlord has sent a notice dated 11.11.2019 terminating the tenancy. Though the receipt of the termination notice is acknowledged, the tenant has not chosen to reply to the same. Further, though the tenant claims that he was always ready and willing to enter into an agreement and he has sent the draft rental agreement to the landlord, no such draft rental



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agreement has been marked before the Court. If the tenant was really intended to enter into a written agreement on a rent in tune with the market value as agreeable by both the parties, nothing prevented him from doing so, even during the pendency of the rent control proceedings. However, the same has not been done. Thus, the case of the tenant does not merit consideration.

14. Therefore, in the light of the narrative *supra*, this Court is of the view that the concurrent findings of the Courts below ordering eviction under Section 21(2)(a) for non-entering into an agreement in writing, warrants no interference. Hence, this Court finds no merit in this revision. Accordingly, this Civil Revision Petition is dismissed. No costs. Consequently, connected miscellaneous petition is closed.

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Internet : Yes

Index : Yes / No

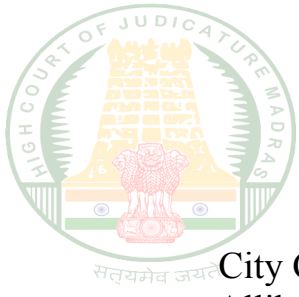
Speaking order : Yes / No

Neutral Citation : Yes / No

To

1. The XXI Additional Judge,

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City Civil Court,
Allikulam, Chennai.

2.The XIII Judge,
Court of Small Causes,
Chennai.

3.The Section Officer,
VR Section,
High Court, Madras.

N. SATHISH KUMAR, J.

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