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IN THE HIGH COURT OF JUDICATURE AT MADRAS

Order reserved on : 23.09.2025

Order pronounced on : 26.09.2025

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THE HONOURABLE MR JUSTICE P.B. BALAJI

CRP.Nos.4440 & 4442 of 2025

& CMP.Nos.22725 & 22719 of 2025

M/s.Shahul Churidhar Materials
Rep. by Proprietrix
M.Noornisa
W/o. Late M.Sikkandar,
New No.57, Old No.26,
Purasawalkam High Road,
Chennai 600 007.

... Petitioner
in CRP.No.4440 of 2025

M/s.Royal Churidhar Material and Royal Dresses,
Rep. by Proprietrix Mrs.Phousia
W/o.Late Sahul Hammed,
New No.57, Old No.26,
Purasawalkam High Road,
Chennai 600 007.

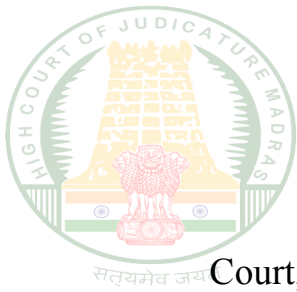
... Petitioner
in CRP.No.4442 of 2025

Vs.

S.K.Balasingam

... Respondent in both CRPs

Common Prayer: Civil Revision Petitions filed under Article 227 of Constitution of India, to set aside the order dated 20.08.2025 in RLTA.Nos.81 and 82 of 2025 on the file of the VI Additional City Civil



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Court, Chennai, confirming the order dated 19.11.2024 in RLTOP.Nos.403 and 404 of 2020 passed by the XV Small Causes Court, Chennai.

For Petitioner : Mr.E.Ganesh
for Mr.N.Manoharan

For Respondent : Mr.K.Kulandaivelu

COMMON ORDER

The tenants were directed to be vacated in pursuance of proceedings initiated by the respondent as landlord, before the Rent Court and having unsuccessfully challenged the eviction orders before the Rent Tribunal, are the revision petitioners.

2.I have heard Mr.E.Ganesh, learned counsel for Mr.N.Manoharan, learned counsel for the revision petitioner/tenant in both the petitions and Mr.K.Kulandaivelu, learned counsel for the respondent/landlord in the current revision petition .

3.Brief facts, leading to the present revision petitions, are as follows:



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The respondent/landlord filed RLTOP.Nos.403 and 404 of 2020 seeking recovery of possession from the revision petitioners herein on the ground that there has been a failure to enter into a tenancy agreement as mandated under Section 4(2) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (herein after called as TNRRRLT Act, 2017). Eviction was sought under Section 21(2)(a) of the Act. The case with which the respondent came to Rent Court was that he is the landlord of the petition premises, which is under occupation of the revision petitioners and despite the new legislation, namely the TNRRRLT Act coming into force, there has been a failure to enter into an agreement as mandated under provisions of the TNRRRLT Act and therefore, the petitioner has a right to seek recovery of possession under Section 21(2)(a) of the TNRRRLT Act.

4.The Petitioners resisted the said eviction petition contending that the property was owned originally, by one, Jayalakshmi Ammal who had directed various persons to collect rent and after her demise, Gnanasoundari Ammal was collecting rents and she also used to direct her agents to collect the rents. However, the Petitioners admit that the rents are being deposited



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into the accounts of the Respondent herein. The Petitioners have also denied that they had not come forward to enter into any agreement as required under the new enactment and that they had requested 3 months time to vacate the tenanted premises. It was also contended by the Petitioners that the notice issued by the Respondent on 27.07.2020, calling upon the Petitioners to vacate was not in compliance with Section 4(2) of the TNRRRLT Act and therefore, the RLTOP filed by the Respondent was not maintainable.

5.It was also contended by the Petitioners that the Respondent has not established title to the property and the registered Will dated 29.08.2003 executed by Gnanasoundari Ammal has not been probated and no rights can flow from such unprobated Will and consequently, the Respondent is not entitled to maintain the eviction petition. It is also contended by the Petitioners that even the said Gnanasoundari Ammal was only a life estate holder and since serious issues regarding title are raised, the Rent Court has no jurisdiction to decide the same and the petitioner sought for dismissal of eviction petitions.

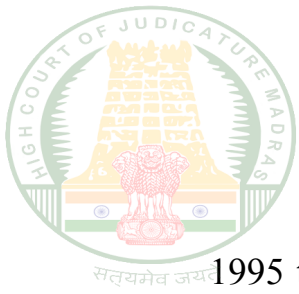


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6.The Respondent filed a rejoinder, stating that the Petitioners have been continuously paying rent only to the Respondent for several years and they have denied the statement of the Petitioners that the Respondent's grandmother and mother used to send different persons to collect rent as being false. It is also stated by the Respondent that the rents were originally paid to the Respondent's grandmother and thereafter to the mother of the Respondent and thereafter to the Respondent. The Respondent has stated that the notice sent by the Respondent on 27.07.2020 was refused to be received by the Petitioners. The Respondent has also contended that being the son of Gnanasoundari Ammal, he admittedly falls within the definition of landlord, and in any event, the Petitioners are estopped from now denying the entitlement of the Respondent, having paid the rents to the Respondent for the past several years.

7.Before the Rent Court, on the side of the petitioner in RLTOP.No.403 of 2020, the petitioner examined himself as P.W.1 and marked Exs.P1 to P5. On the side of the respondents, one Phousia examined herself as R.W.1 and marked Ex.R1 series, consisting of rental receipts from

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1995 to 2000. The Petitioner in RLTOP.No.404 of 2020, examined himself as P.W.1 and marked Exs.P1 to P5 and one Noornisa Bibee examined herself as R.W.1 and marked Ex.R1.

8.In fact, the Petitioners challenging the refusal of the Rent Court to permit the cross-examination of the landlord, moved this Court in CRP.Nos.2854 of 2022 and 2878 of 2022. This Court dismissed the Revision Petitions and upheld the order of the Rent Court, refusing to permit the Petitioners to cross examine the landlord who had examined himself as P.W.1. Thereafter, the trial was proceeded with and on enquiry the Rent Court found that there was indeed a failure as contemplated under Section 21 (2)(a) to enter into a tenancy agreement and ordered eviction of the Revision Petitioners. The eviction orders were challenged by the Petitioners in RLTA.Nos. 81 and 82 of 2025 before the Rent Tribunal namely the VI Additional City Civil Court, Chennai. The Rent Tribunal confirmed the findings of the Rent Court and dismissed the appeals, as against which the present Revision Petitions are filed.

9.Mr.E.Ganesh, learned counsel for the Petitioners would contend that



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the Petitioners have not established their entitlement to receive rent and therefore, they would not qualify to be categorised as landlords under the Act. He would further invite my attention to the counter statement filed by the Petitioners and refer to the fact that the Petitioners have specifically contended that after the death of the original owner, Jayalakshmi Ammal, Gnanasoundari Ammal was only a life estate holder and she used to send different persons to collect rents and that the Respondent was only one amongst them and in furtherance of the directions of Gnanasoundari Ammal, rents were paid to the Respondent and the same would not imply that the Respondent has become the Landlord and thereby become entitled to seek recovery of possession invoking Section 21(2)(a) of the Act.

10.Mr.E.Ganesh, learned counsel would also invite my attention to the fact that the Respondent himself has filed a Suit before the City Civil Court seeking to declare himself as the legal representative of the deceased Gnanasoundari Ammal. He would also state that the Respondent claims right to the subject property under a Will and admittedly the Will has not been probated and in view of the fact that the property is within the

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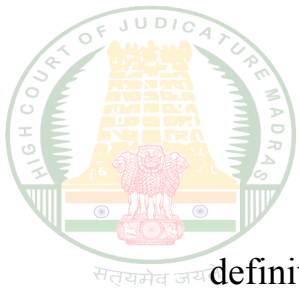


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territorial limits of the city of Chennai, probate is mandatory and no reliance can be placed on the said Will, as long as it remains unprobated. He would also rely on the decision of this Court in *S. Rajeshwari Ammal and Another v Sathish Vasan*, reported in 2025 SCC OnLine Mad 9, where this Court had directed the executing Court to conduct enquiry under Order XXII Rule 5 of CPC and also directed the executing Court to grant sufficient time to the revision petitioner therein to pursue the pending probate proceedings.

11.Per contra Mr.K.Kulandaivelu, learned counsel for Respondent/landlord would state that both the Rent Court as well as the Rent Tribunal elaborately discussed all these contentions raised by the Petitioners in great depth and have come to a factual finding that jural relationship of landlord - tenant existed between the Petitioners and the Respondent and consequently, with the Act coming into force and the parties not having executed a tenancy agreement, the Respondent was entitled to an order of eviction. As regards the claim of the Petitioners questioning the title of the Respondent, the learned counsel would contend that similar to the repealed Tamil Nadu Buildings (Lease and Rent Control) Act, 1960, the landlord need not be the owner and the Respondent clearly comes within the

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definition of 'landlord' as defined under the Act.

12.Mr.K.Kulandaivelu, would also state that the pendency of the suit has nothing to do with the present proceedings, in the light of the categorical admission that the Petitioners have been paying rents to the Respondent. However, he would also state that on the side of the Respondent, rent receipts have been exhibited before the Rent Court to establish the factum of the Petitioners recognizing the entitlement of the Respondent to rents and consequently paying the same for the past several years. He would further state that the rent receipts filed on the side of the Petitioner in RLTOP.No.403 of 2024 are relating to a period prior to 2000 and much water has flown since then and the petitioner cannot fall back on the old receipts acknowledging the payment of rent which were all during the lifetime of Gnanasoundari Ammal and relate to the period from 1995 to 2000 alone. He would therefore pray for the dismissal of the revisions.

13.I have carefully considered the submissions advanced by the counsels on either side and I have also gone through the records.



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14. In order to become entitled to seek recovery of possession under Section 21(2)(a) of the Act, it is necessary for the landlord who approaches the Court to firstly establish that there was a jural relationship of landlord and tenant between the petitioner and the respondent, on the date of the Act coming into force i.e 21.02.2019. It is now settled law that the tenant willing to enter into a tenancy agreement and the landlord unwilling or that negotiations took place but failed, are totally alien/irrelevant for the purposes of considering an eviction application under Section 21(2)(a) of the Act. The Rent Court has to only see whether there is tenancy subsisting on the date when the Act came into force or whether there has been a failure to enter into a tenancy agreement as mandated under Section 4(2) of the Act. If the Rent Court finds that tenancy is admitted and parties have admittedly not entered into a tenancy agreement as mandated under Section 4(2) of the Act, then the landlord is entitled to an order for recovery of possession.

15. This Court has consistently held that the plea of the tenant that he was ready and willing to enter into tenancy agreement, but the landlord not being ready is totally irrelevant for consideration while deciding an application under section 21(2)(a) of the Act. The primordial contention of

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Mr.E.Ganesh, learned counsel for the Petitioner is that the Respondent was only an agent of Gnanasoundari Ammal and he cannot put himself in the category of a 'landlord' as defined under the Act and maintain the eviction petition. No doubt, both the parties have relied on rent receipts ranging from 1995 to 2000 (on the side of the Petitioners) and for later and recent years, by the Respondent/Landlord.

16.On going through the counter filed by the Petitioners in the RLTOP, I find that both the Petitioners have categorically admitted that they are now paying rents, by depositing the rental amount into the account of the Respondent/landlord herein. It is not a plea that the Respondent was only a collecting agent of Gnanasoundari Ammal. There is a categorical admission by the Petitioners that rents were being paid to the Respondent, in his own capacity. Therefore having accepted the entitlement of the Respondent to receive rents and subsequently having paid rents to the Respondent for the past several years, it does not lie in the mouth of the Petitioners to turn back and contend that the Respondent is not the owner or that the Will has not been probated, etc,. The estoppel under Section 116 of the Indian Evidence



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Act would stare in the face of the Petitioners and they are clearly estopped from taking a contrary plea, after having admitted the entitlement of the Respondent, to receive rents.

17.The argument of Mr.E.Ganesh, learned counsel for the Petitioner that the Respondent, who was only an agent, cannot be countenanced in view of the specific pleading in the counter statement filed by the Petitioners which has been discussed herein above. The Rent Court as well as the Rent Tribunal have elaborately discussed the entitlement of the Respondent to receive rents and referring to definition of 'landlord' under Section 2(c) of the Act, the Rent Court as well as the Rent Tribunal have found that the Respondent clearly falls within the definition of 'landlord' and applying the principle of estoppel available under Section 116 of the Evidence Act, the Rent Tribunal has rightly found that the Petitioners cannot deny the title of Respondent.

18.Referring to the notice dated 27.07.2020, the Rent Tribunal has found that the said notice has clearly expressed the Respondent's unwillingness to continue the tenancy and applying the ratio laid down by
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this Court in *S.Muruganandam v J.Joseph*, reported in 2022 SCC OnLine Mad 958, held that if there was a failure for whatever reason, the consequences will have to follow and the landlord was entitled to an order of eviction on account of non-compliance of Section 4(2) of the Act.

19.As regards the decision of this Court in *S.Rajeshwari Ammal's case (referred supra)*, it was a case where the landlady herself had initiated the eviction proceedings and pending the proceedings, she died leaving behind an unregistered will. The Rent Controller therein dismissed an impleading application which was filed to implead the beneficiaries under the Will of the landlady. The Rent Controller dismissed the application on the ground that the Will had not been probated. In such circumstances, this Court held that in eviction proceedings, when a person claims right on the basis of an unregistered Will, the Court has to conduct a minimum enquiry in order to determine the question of legal representatives in terms of Order XXII Rule 5 of CPC and that the petitioner was not required to wait for outcome of probate proceedings and ultimately, allowed the application to implead, filed by the beneficiary claiming under the Will of the landlady and

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the executing Court was directed to grant sufficient time to the petitioner/beneficiary to pursue the probate proceedings already pending before the High Court. I do not see how this decision would apply to the facts of the present case. As already discussed herein above, the Petitioners have already recognised the Respondent himself to be the landlord.

20.Both the Rent Court and the Rent Tribunal have discussed the documentary evidence produced on both sides and have come to the conclusion that the Petitioners have accepted the entitlement of the Respondent to receive rents and therefore, the Petitioners are estopped from contending to the contrary. The above decision would therefore not apply to the facts of the present case. Both the Rent Court and the Rent Tribunal have rightly found that the Petitioners, having accepted the entitlement of the Respondent to receive rents, are estopped from going back on their admissions and contending that the Respondent cannot claim right under an unprobated Will.

21.Even with regard to failure to enter into a tenancy agreement, both the Rent Court as well as the Rent Tribunal have found that there has been a



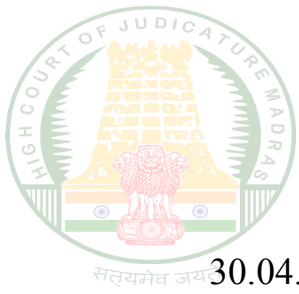
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clear failure as contemplated under Section 21(2)(a) of the Act and therefore, rightly ordered eviction. I do not see any grounds made out to warrant interference with the well considered concurrent findings of the Courts below.

22.The learned counsel for Petitioners at this juncture sought for time to be granted to the Petitioners to vacate and hand over vacant possession. The learned counsel for the Petitioners sought for nine months time. However, the request was opposed by the learned counsel for the Respondent/landlord, stating that the Petitioners are in huge arrears of rent and they have been occupying the premises for several years and according to the counsel for Respondent, the Petitioner in CRP.No.4440 of 2025 is in arrears of Rs.2,65,000/- and the Petitioner in CRP.No.4442 of 2025 is in arrears of Rs.5,82,000/-. The learned counsel for the Petitioner states that the entire arrears would be settled in equal installments and would be paid along with the monthly rents, due and payable for the subsequent months.

23.Considering the fact that Petitioners are doing business for the past several decades in the petition premises, I am inclined to grant time till

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30.04.2026 to enable the Petitioners to vacate and peacefully hand over vacant possession of their respective tenanted premises to the Respondent, without driving the Respondent to execution proceedings.

24. With regard to arrears of rents, the arrears shall be paid in seven (7) equal monthly installments and the Petitioners shall also pay the monthly rent due for the current month in advance i.e., in the beginning of each month. In other words, the first installment of the arrears, along with the admitted monthly rent for October 2025 shall be paid on or before the 10th of October 2025 and similarly the balance amounts, together with the monthly rents shall be paid for the succeeding months, in advance, on or before 10th of every month. The time granted to the Petitioners to vacate and hand over vacant possession is subject to:

- (i) The Petitioners filing Affidavits of Undertaking expressly undertaking that they would vacate the tenanted premises by 30.04.2026,
- (ii) Will not sublet the premises to third parties,
- (iii) Will pay monthly rents along with one of seven equal installments towards arrears of rent on or before 10th of every month, in advance.



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(iv) Such Undertaking Affidavit shall be filed by the Petitioners, within a period of two weeks from today. It is made clear that in the event of the Undertaking Affidavit not being filed or if there is any violation of any conditions for granting time till 30.04.2026, then it shall be open to the Respondent to proceed to execute the eviction order in his favour, notwithstanding the concession shown by this Court, by granting time till 30.04.2026.

25.The Civil Revision Petitions are dismissed with the above direction. There shall be no order as to costs. Connected Civil Miscellaneous Petitions are closed.

26.09.2025

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

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To

- 1.The VI Additional City Civil Court, Chennai.
- 2.The XV Small Causes Court, Chennai.



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P.B. BALAJI,J.

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Pre-delivery order made in
CRP.Nos.4440 & 4442 of 2025
& CMP.Nos.22725 & 22719 of 2025

26.09.2025



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