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CRP.Nos.5058 and 5060 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 29.10.2025

CORAM:

THE HONOURABLE MR.JUSTICE S.SOUNTHAR

CRP.Nos.5058 and 5060 of 2025

and CMP.Nos.25517 and 5060 of 2025

CRP.No.5058 of 2025

1.Kailash Khandelwal (Sub Tenant)

2.Sangeetha (Sub Tenant)

... Petitioners

Vs.

1.Yasodha Devi

2.M/s.Mahaveer Finance and Builders

(Sub tenant and Joint Venture Partner) Pvt. Ltd.,

Rep. by its Director: Mr.Deepak Kumar D.Jain,

No.14, Ekambareshwar Agraharam Street,

Chennai – 600 003.

3.Ashok Kumar (Sub Tenant)

4.M/s.Erukkancheri Munuamy Mudaliar Charities,

Rep. by its Secretary:G.Balaraj,

No.182, G.N.T.Road, (Above Honda Showroom),

Erukkancheri, Chennai – 600 118.

...Respondents

PRAYER: Civil Revision Petition filed Article 227 of Constitution of India, praying to set aside the order passed on 22.08.2025 in M.P.No.3 of 2025 in RLTOP.No.166 of 2023 on the file of learned XII Small Causes Court, Chennai and permit the petitioner to examine the 1st respondent in the RLTOP.

For Petitioners

: Mr.S.Ramesh Kumar



CRP.Nos.5058 and 5060 of 2025

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- 1.Kailash Khandelwal (Sub Tenant)
- 2.Sangeetha (Sub Tenant)

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Vs.

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- 2.M/s.Mahaveer Finance and Builders
(Sub tenant and Joint Venture Partner) Pvt. Ltd.,
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Rep. by its Secretary:G.Balaraj,
No.182, G.N.T.Road, (Above Honda Showroom),
Erukkancheri,
Chennai – 600 118.

...Respondents

PRAYER: Civil Revision Petition filed Article 227 of Constitution of India, praying to set aside the order passed on 22.08.2025 in M.P.No.4 of 2025 in RLTOP.No.165 of 2023 on the file of learned XII Small Causes Court, Chennai and permit the petitioner to examine the 1st respondent in the RLTOP.

For Petitioners

: Mr.S.Ramesh Kumar



COMMON ORDER

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These two revision petitions are filed by the petitioners/respondents 2 and 3 in RLTOP.No.165 of 2023 and respondents 3 and 4 in RLTOP.No.166 of 2023. The first respondent herein filed RLTOPs against the petitioners on the ground of failure to enter into lease agreement under Section 21(2) (a) of the Tamil Nadu Regulations of Rights and Responsibilities of Landlords and Tenants Act, 2017.

2. The petitioners who were arrayed as respondents in the original petition filed counter and resisted the application on various grounds. CRP.No.5058 of 2025 is in respect of first floor of the building situated at No.67, N.S.C Bose Road, Chennai – 600 001. CRP.No.5060 of 2025 is in respect of the ground floor of the said building. Since the issues involved in these two Civil Revision Petitions are connected, both the Civil Revision Petitions are taken up for hearing.

3. The petitioners filed an application under Section 36 of the Tamil Nadu Regulations of Rights and Responsibilities of Landlords and



Tenants Act, 2017 (hereinafter referred to as TNRRRLT Act) seeking direction to conduct full fledged trial by permitting the petitioner to cross examine the first respondent/petitioner in main original petition. The said application was dismissed by the Rent Court. Aggrieved by the same, the present Civil Revision Petitions are filed.

4. The learned counsel appearing for the petitioners would submit that as per the terms and conditions of the lease deed originally entered between the petitioners and the first respondent dated 16.02.2001, the rent shall be paid to the second respondent and therefore, only the second respondent could be treated as the landlord within the meaning of TNRRRLT Act and the first respondent cannot be treated as a landlord and therefore there is no relationship of landlord and tenant and in order to prove the same, the petitioners shall be allowed to cross examine the first respondent.

5. The lease deed dated 16.02.2001 entered between the respondents 1 and 2 on the one hand and petitioners on the other hand is produced in the typed set of papers. A perusal of the same would indicate that



both respondents 1 and 2 were described as lessors of the subject property.

Likewise, the petitioners herein have been described as lessees of the property.

The recital in the said document also establishes that the petitioners approached both the respondents 1 and 2 for the purpose of entering into lease of the subject property. As per the terms of the lease, the petitioners shall pay a rent of Rs.2,700/- p.m. As per Clause 6 of the lease deed, the petitioners/lessee shall pay the rent on or before 5th of succeeding month to the second respondent/second lessor, for which, the first respondent/first lessor had no objection. Therefore, it is clear, the petitioners entered into the lease agreement with respondents Nos.1 and 2 as per the lease deed dated 16.02.2001, both the respondents 1 and 2 have been described as lessors. Clause 6 also says that the first respondent had no objection for payment of lease amount to the second respondent. If the first respondent is not a lessor, there is no necessity to get no objection from him for paying the amount to the second respondent. In these circumstances, the submission made by the learned counsel for the petitioners that as per the definition under the Act, the second respondent alone can be treated as a lessor is not acceptable to this Court in its *prima facie* view.



6. It is seen from the agreement, the lease expired on 31.12.2019, the present original petition for recovery of possession has been filed by the first respondent on the ground that the petitioners failed to enter into fresh lease arrangement as per the provisions of TNRRRLT Act and hence liable to be evicted under Section 21(2) (a). As rightly pointed out by the Court below, no full fledged trial is necessary to decide the question, whether there was a lease arrangement in terms of the Act or not. If there was a lease arrangement under terms of the Act, it is for the petitioners to produce the same before the Court. As far as the plea raised by the counsel for petitioners regarding absence of landlord tenant relationship is concerned, it is always open to the petitioners to argue the said point in the light of lease deed entered between the parties. So the said issue has to be decided based on the documents and there is no necessity for cross examination of the first respondent or oral evidence.

7. In view of the same, the Rent Court was right in dismissing the application filed by the petitioners seeking opportunity to cross examine the first respondent by conducting full fledged trial.



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8. I do not find any irregularity or illegality in the order passed by the Rent Court and accordingly, these Civil Revision Petitions are dismissed. It is made clear that any opinion expressed by this Court in this order is only a prima facie opinion and the same will not affect the right of the petitioners and they are entitled to argue the main case on its own merits. They are entitled to argue that the point raised by them in these revisions namely absence of landlord tenant relationship before the Rent Court at the time of final hearing and the said Court shall consider the same on its own merits without being influenced by anything said in this order.

9. With this clarification, these Civil Revision Petitions are dismissed. No costs. Consequently, connected miscellaneous petitions are closed.

29.10.2025

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S.SOUNTHAR, J.

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To
The XII Small Causes Court, Chennai.

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