



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 08-12-2025

CORAM

THE HONOURABLE MR.JUSTICE S. SOUNTHAR

**CRP No. 6239 of 2025 and
CMP.No.30822 of 2025**

T.Dhanasekar
S/o. Late G.Thirumalai, Proprietor,
Thirumalai Book House, YMCA
Building, Ground Floor, No.223,
N.S.C.Bose Road, Chennai -600001.
Also, at No.14, Race Course Road, 1st
Floor, Guindy, Chennai - 600032.

Petitioner(s)

Vs

M/s.Young Men Christian Association
Rep. by its General Secretary
P.Asir Pandian, YMCA Building,
No.223, N.S.C.Bose Road,
Chennai - 600001.

Respondent(s)



PRAYER :Civil Revision Petition filed Article 227 of Constitution of India, praying to set aside the order dated 13.11.2025 passed in MP No.5 of 2025 in RLTOP No.143 of 2025 on the file of the X Court of Small Causes, Chennai.

For Petitioner(s): Mr.G.Murugendran

For Respondent(s): Mr.V.R.Thangavelu
Vakalat not filed

ORDER

The Civil Revision Petition is filed challenging the order passed by the Rent Court/X Court of Small Causes, Chennai dismissing the application filed by the petitioner/tenant seeking permission to cross-examine the respondent.

2. The respondent herein filed a petition for repossession under section 21 (2)(a) of Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017. The main OP was resisted by the petitioner on the ground that there was written agreement between the parties dated 21-07-1983. The enquiry in the main OP is commenced and the respondent was examined by his affidavit. At this juncture, the petitioner herein filed application seeking



permission for cross-examination of the respondent and the same was dismissed by the rent court. Aggrieved by the same, the petitioner has come before this court.

3. The learned counsel for the petitioner submitted that even in the counter filed in the main OP, it was stated by the petitioner that there was a written agreement between the petitioner's father and the respondent in the year 1983 and therefore, the provisions of Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 is not applicable. In such circumstances, the petitioner shall be given an opportunity to cross-examine the respondent.

4. The respondent filed a petition for repossession under Section 21 (2)(a) of Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017. The only question to be decided is whether there is any written agreement between the parties as per the provisions of Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017



Act. If there is a written agreement under the provisions of the said Act, either party can produce the same before the court and for that purpose, no cross-examination is necessary. Hence, I do not find any error in the impugned order passed by the trial court.

5. The learned counsel for the petitioner submitted that in view of written agreement entered in the year 1983, the provisions of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 Act cannot be invoked.

6. The above said submission made by the learned counsel for the petitioner is a legal submission and the same can be urged at the time of arguments before the Rent Court. It is stated that the petitioner is already examined summarily before the Rent Court. Therefore, if the petitioner wants he can examine himself summarily as per the provisions of 36(2) of Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 Act and then advance his arguments.



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7. With this clarification, the Civil Revision Petition stands dismissed.

Consequently, the connected miscellaneous petition is closed. No costs.

08-12-2025

Index: Yes/No

Speaking/Non-speaking order

Internet: Yes

Neutral Citation: Yes/No

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To

The X Court of Small Causes, Chennai.



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S.SOUNTHAR J.
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