



CRP(MD). No.3621 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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Dated : 10.12.2025

CORAM

THE HONOURABLE MR. JUSTICE N.SENTHILKUMAR

CRP(MD). No.3621 of 2025

and

CMP(MD) No.19197 of 2025

K.S.Ramachandran

... Petitioner

Vs

1.S.Sakthivel

2.P.Senthil

... Respondents

PRAYER :-Civil Revision Petition filed under Article 227 of The Constitution of India, to pass an order setting aside the fair and executable order dated 28.07.2025 passed in RLTA No.5 of 2024 on the file of the Principal District Court cum Rent Tribunal, Theni, reversing the fair and executable order dated 27.03.2024 passed in RLTOP No.1 of 2021 on the file of the District Munsif cum Rent Court, Bodinayakkanur.

For Petitioner : Mr.J.Barathan

For R1 : Mr.V.N.Arjun for
Mr.V.Vallinayaagam



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ORDER

This Civil Revision Petition has been filed, challenging the order dated 28.07.2025 made in RLTA No.5 of 2024 on the file of the Principal District Court cum Rent Tribunal, Theni, reversing the fair and executable order dated 27.03.2024 made in RLTOP No.1 of 2021 on the file of the District Munsif cum Rent Court, Bodinayakkanur.

2.The petitioner is the tenant and the first respondent is the landlord. The first respondent/landlord has filed RLTOP.No.1 of 2021 before the District Munsif cum Rent Court, Bodinayakkanur, seeking eviction on the ground of wilful default in payment of rent and for the act of sub-letting. The Court below, by order dated 27.03.2024, dismissed the petition. Challenging the same, the first respondent/landlord preferred RLTA.No.5 of 2024 before the Principal District Court, Theni/Rent Tribunal and the lower appellate Court, by judgment dated 28.07.2025, allowed the appeal, directing the petitioner/tenant as well as the second respondent herein/sub-tenant to vacate the premises. Challenging the same, the present Civil Revision Petition has been filed.



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3.The learned counsel for the petitioner reiterating all the contentions set out in the memorandum of grounds of Revision would submit that the petitioner had entered into a registered lease agreement by virtue of Doc.No.5953 of 2015, dated 11.12.2015, with the first respondent, agreeing to pay a sum of Rs.9,500/- towards rent and paid a sum of Rs.2,50,000/- towards advance. When the lease period, as per agreement, dated 11.12.2015, is 15 years, without completion of the period specified, the first respondent cannot evict the petitioner from the premises.

4.He would further submit that the eviction petition was filed on the ground of wilful default and the act of sub-letting. The petitioner has duly paid the rent till August, 2021 and after receipt of the legal notice, when the petitioner approached the first respondent to pay the rental dues, he has refused to receive the same. Therefore, according to the petitioner, there cannot be any wilful default on his part as held by the lower appellate Court. Even though an allegation has been made that the petitioner inducted the second respondent herein as a sub tenant, the act of sub-letting the premises has not been proved through documents and



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only for two months, the second respondent was residing along with the petitioner.

5.He would further submit that there was an advance amount of Rs.2,50,000/- with the first respondent/landlord, which was admitted by the first respondent in the plaint itself. As per Rent Control proceedings, the landlord may receive an amount not exceeding one month rent as advance. Therefore, the first respondent/landlord is entitled to receive a sum of Rs.9,500/- towards advance from the petitioner, however, a sum of Rs.2,50,000/- was received towards advance. Therefore, the excess amount in the advance can be equated with the rental dues payable to the first respondent and as such, there cannot be any wilful default in payment of rent. Therefore, he called upon this Court to set aside the order impugned herein and to grant the relief as prayed for.

6.It is the further submission of the learned counsel for the petitioner that the petitioner has filed the present Civil Revision Petition on the legal premise under Section 4(2) r/w 21(2)(b) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act



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(hereinafter referred to as 'the Act' for the sake of brevity and convenience), which mandates that tenancies created before the commencement of the Act without prior written agreement, must have a written agreement signed within a specified period (455 days from the date of commencement of Act) and failure to do so by either party, gives the right to other party to seek termination of the tenancy. However, the first respondent initiated the proceedings as against the petitioner only on the ground of wilful default and for the act of sub-letting.

7.He further submits that the reason for not seeking relief under that provision is that under Section 4(2) of the Act, a period of 575 days had been granted to enter into the tenancy agreement in the absence of any prior agreement and the first respondent has initiated the eviction proceedings well before the expiry of that period. Further, the proceedings initiated by the first respondent without any agreement for tenancy between the petitioner and the first respondent is not at all maintainable. The said issue has not been adjudicated properly by the Courts below.



8.The learned counsel for the petitioner, by relying upon Section 8(a) of the Act, would submit that the rent payable in relating to a premises, in case of new tenancies entered into after the commencement of this Act, shall be the rent agreed to between the landlord and the tenant at the commencement of the tenancy. For better appreciations, Section 8(a) and 8(b) of the Act reads as under:-

“ 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.”

9.*Per contra*, the learned counsel for the first respondent would submit that the present eviction petition has been filed on the ground of non payment of rent and the act of sub-letting the premises to the second respondent, in terms of Section 21(2)(a) and 21(2)(9) of the Act, wherein



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the provision makes it clear that if the landlord and tenant have failed to enter into an agreement under sub section (2) of section 4; that if the tenant does not agree to pay the rent payable under Section 8, the landlord is entitled to seek for eviction. In the present case, since the petitioner/tenant has not paid the rent regularly, the first respondent/landlord has initiated the eviction proceedings and the said issue was elaborately considered by the first appellate Court and a direction for eviction was also issued, which does not warrant any interference of this Court. Hence, he prays for dismissal of this petition.

10.This Court paid its anxious consideration to the submissions made by the learned counsel for the petitioner and the learned counsel for the first respondent and also to the materials placed on record.

11.The facts in the present case are not in dispute. Admittedly, the relationship of the petitioner/tenant and the first respondent/landlord is not in dispute. The said relationship is also admitted by both parties in the Rent Control proceedings. It is the case of the first respondent that the petitioner has not paid the rent from September, 2021 and therefore,



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the first respondent has issued a legal notice dated 30.03.2021. Despite receiving the same, neither the rental due has been paid nor the property has been vacated.

12.As per the decision of the Hon'ble Supreme Court in ***P.Vasuvaithiar Vs. R.M.Rangoo Chettiar*** reported in **2000 (2) LW 708**, if a tenant is not paying the monthly rent as per agreement, he is to be construed as a defaulter. From the above, it is clear that the petitioner is not regular in payment of rents. Therefore, he has to be treated as a defaulter. Even though the petitioner/tenant took a plea that the first respondent/landlord has received a sum of Rs.2,50,000/- towards advance over and above the admitted amount as per law and as such, if the excess advance amount is automatically adjusted with the rental arrears, there would be no default at all, the Hon'ble Supreme Court in ***Bhoja Vs. Rameshwar Agarwala and others [AIR 1993 SC 1498]***, has held as follows:-

“We are in broad agreement with the view of the Full Bench of the Patna High Court and the Madras High Court on the question of 'automatic adjustment' and hold that a tenant cannot save himself from the consequences of eviction under the Act on



the ground of default in the payment of rent by claiming automatic adjustment of any excess rent paid consequent upon mutual enhancement of rent, even if illegal unless there is an agreement between the parties for such an adjustment. The tenant may also in a given case seek adjustment of the excess rent in the hands of the landlord against the arrears by specifically asking the landlord for such an adjustment before filing of the suit or in response to the notice to quit and even in the written statement by way of set off within the period of limitation and by following the procedure for claiming such a set off, while resisting the claim for eviction on the ground of default in payment of arrears of rent but be cannot claim 'automatic adjustment'."

13. From the above, it is clear that there should be a specific clause in the agreement mandating adjustment of arrears from the advance amount or the tenant should call upon the landlord to adjust the advance amount with the rental arrears. In the absence of the same, the tenant cannot escape from the liability saying that the advance amount remains with the landlord, after the initiation of eviction proceedings for default. If the tenant raises a ground of automatic adjustment, he should prove the



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existence of such a clause in their agreement. If the tenant raises a plea that the landlord failed to adjust the advance amount, despite his request for such adjustment, he should establish that he made such a request. In the case on hand, the petitioner even before the Court below has not produced any evidence to the effect that he had requested the landlord seeking for adjustment on the advance amount. Therefore, the plea of the petitioner with regard to the automatic adjustment from the excess advance amount, in the absence of any efforts on his part for such adjustment, cannot be accepted.

14. With regard to the act of sub-letting, the findings of the lower appellate Court are that the second respondent in his pleadings had himself admitted that he occupied a portion of petition premises for two months and paid rent to the first respondent, which is a very crucial admission. Such admission being against his own interest constitutes substantial evidence under Section 17 of the Indian Evidence Act. His failure to convince before the Court below as to how he occupied the premises as a sub-tenant without the knowledge of the petitioner would



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make a case for eviction on the ground of sub-letting. This Court does not find any irregularity or perversity with the same.

15.At this juncture, though the learned counsel for the petitioner would submit that the petitioner is willing to deposit the entire arrear amount, which comes to around Rs.4,94,000/-, this Court is of the view that the said contention is only an afterthought and an attempt to protract the execution proceedings, considering the fact that the case is now posted for execution and even after receipt of the legal notice, the petitioner has not chosen to deposit the arrear amount.

16.In the light of the above discussions and the decision referred supra, this Court is not inclined to entertain this Civil Revision Petition. Accordingly, the same is dismissed. No costs. Consequently, connected miscellaneous petition is closed.

Speaking : Yes / No
NCC : Yes / No
Internet : Yes / No
Index : Yes / No

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N.SENTHILKUMAR, J.

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