2026:MHC:4386

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THE HIGH COURT OF JUDICATURE AT MADRAS

Order reserved on : 28.09.2026	Order pronounced on : 30.10.2026

CORAM

THE HON'BLE MR. JUSTICE P.B.BALAJI

CRP.No.1837 of 2026
& CMP.No.8259 of 2026

M/s.Jaison Electronics,
Represented by Kalapana R.P,
No.35/18, Wallers Road and
No.9A, Ritchie Street,
Chennai – 600 002. ..Petitioner

Vs.

1.Mujahid Baig

2.Shabeena Begum .. Respondents

Prayer : Civil Revision Petition filed under Article 227 of the Constitution of India, to set aside the judgment and decree dated 11.02.2026 in RLTA.No.236 of 2023, on the file of the learned VII Additional District and Sessions Judge, (VII Additional City Civil Court), Chennai, confirming the judgment and decree dated 29.09.2023 in RLTOP.No.43 of 2023 on the file of the learned XV Judge, Small Causes Court, Chennai, and consequently dismiss the RLTOP.

For Petitioner : Mr.V.Raghavachari
Senior Counsel
for Mr.R.Venkata Varathan

For Respondents : Mr.T.Jayaramaraj

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The unsuccessful tenant is the revision petitioner, challenging the concurrent order of eviction passed by the Rent Court and confirmed by the Rent Tribunal.

2.I have heard Mr.V.Raghavachari, learned Senior Counsel assisted by Mr.R.Venkata Varathan, learned counsel for the revision petitioner/tenant and Mr.T.Jayaramaraj, learned counsel for the respondents/landlords.

3.Brief ground facts are as hereunder:

The respondents, as landlords, filed RLTOP No.43 of 2023 before the Rent Court, Chennai, alleging that they are entitled to recovery of possession on the grounds that there has been a failure to enter into a tenancy agreement, as mandated under Section 21(2)(a) of TNRRRLT Act, (Act 42 of 2017) and also on the ground that the tenant has committed default in payment of rent at Rs.89,000/- per month from October 2022 onwards. The tenant filed a counter-statement, objecting to the relief sought for by the landlords, contending that the RLTOP itself was not maintainable and though under the Act, a period of 575 days had been fixed for enabling the landlord and tenant to enter into a tenancy agreement, steps were admittedly not taken on both sides, for entering into a tenancy agreement, as contemplated under Section 4(2) of the Act. The tenant

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therefore contended that there is no failure to enter into a tenancy agreement, as alleged by the landlords. It is the further contention of the tenant that the demand for monthly rent at Rs.89,000/- is only fanciful and a unilateral enhanced monthly rent, and not the last paid rent. Therefore, the tenant is not guilty of default in payment of rents. The Rent Court, by order dated 29-09-2023, allowed the said RLTOP, on the ground of Section 21(2)(a) r/w Section 4(2) of the Act, whil dismissing the petition under Section 21(2)(b), in and by which, the landlords had alleged default in payment of rents. In fact, it is relevant to note at this juncture, that, on the side of the landlords, Ex.P1 to Ex.P7 were marked and on the side of the tenant, Ex.R1 to Ex.R14 were marked. However, no oral evidence was adduced on both sides.

4.Aggrieved by the order of eviction, the tenant preferred RLTA.No.236 of 2023 before the Rent Tribunal. The Rent Tribunal, after considering the arguments advanced by either side, in and by a judgment dated 11.02.2026, confirmed the order of eviction passed by the Rent Court. It is as against the said concurrent findings that the present revision petition has been filed.

5.Mr.V.Raghavachari, learned Senior Counsel appearing for the revision petitioner would firstly contend that merely because jural relationship of landlord and tenant is admitted by the tenant, the landlord cannot take advantage of such fair admission in

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order to slap an eviction petition alleging that there has been a failure to enter into a tenancy agreement, as mandated under Section 21(2)(a) of the Act 42 of 2017. The learned Senior Counsel would further contend that the contractual rent that was being paid at the commencement of the new Act has been duly paid, month on month, without any default and therefore, the question of alleging default in payment of rent does not arise for consideration and rightly the Rent Court dismissed the application, on the ground of default in payment of rent, as against which, the landlords themselves did not deem it fit to prefer an appeal, challenging the dismissal of the eviction petition on the ground of default in payment of rents.

6.It is further contended by the learned Senior Counsel that though the landlords issued a notice on 19-10-2022, calling upon the petitioner to enter into a written tenancy agreement at a fanciful rent of Rs.89,000/- per month or alternatively vacate the tenanted premises within a period of one month, the petitioner had duly sent a reply on 11-11-2022, contending that the demand of the landlords to enter into a written tenancy agreement had lapsed by efflux of time, since the Act contemplates an agreement to be entered into within a period of 575 days and therefore, falling back on the ratio laid down by this Court in *S.Muruganandam Vs. J.Joseph*, reported in *2022 (2) CTC 291*, it is contended by the learned Senior Counsel for the petitioner that the only recourse open

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to the landlords was to move the competent Civil Court and the application filed under the newly introduced legislation was not even maintainable.

7.The recent pronouncement of the Hon'ble Division Bench of Madurai Bench of this Court in *Hemalatha Vs. Jeevanantham and others*, reported in *2026 (4) CTC 39,* is also relied upon. The learned Senior Counsel taking me through various observations and findings of the Hon'ble Division Bench, would fortify his arguments, contending that the Division Bench had clearly expounded the legal position that the eviction petition filed under Section 21(2)(a), after lapse of 575 days, was not maintainable and that a cause of action could not be alleged by the landlords to have arisen once 575 days contemplated under the Act comes to an end. It is also contended by the learned Senior Counsel for the petitioner that even though the Division Bench held its decision to be prospective, relying on the decision of the Hon'ble Supreme Court in *P.V.George and others Vs. State of Kerala and others*, reported in *(2007) 3 SCC 557* and *State of Himachal Pradesh and others Vs. Nurpur Private Bus Operators' Union and others*, reported in *(1999) 9 SCC 559*, the learned Senior Counsel would contend that the doctrine of prospective overruling is permissible only under Article 141 of the Constitution of India and in other words, by the Hon'ble Supreme Court alone can invoke and given effect to it and not the High Courts.

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8.The learned Senior Counsel for the petitioner would also bring to my notice the divergent views taken by this Court in *Dilip Solanki Vs. Kiran Kumar*, reported in *2023 (4) CTC 705,* where the learned Single Judge of this Court had referred the matter to a Division Bench to be constituted by the Hon'ble Chief Justice, with particular reference to the interpretation of Section 4(2) r/w Section 21(2)(a) of the Act. The question that was in fact formulated by this Court for reference to be answered by the Division Bench was as to whether Section 21(2)(a) r/w Section 4(2) can be interpreted in a manner that irrespective of who is responsible for non execution of a tenancy agreement, an eviction application can be filed, invoking Section 21(2)(a) of the Act.

9.It is also brought to my notice that the very same matter, subsequent to the reference to the Division Bench, was listed before another learned Single Judge of this Court, who by order dated 24.06.2025, held that though the revision petition was directed to be tagged along with a batch of writ petitions in W.P.No.3985 of 2020 etc., challenging the constitutional validity of the Act, the revision petition was de-tagged from the batch and the writ petitions were separately disposed of by a very detailed order dated 23-04-2024, in and by which, the constitutional validity of the Act was upheld. In fact, this Court also relied on the decisions of this Court in *Habeeb Hardware Vs. Noor Hardware*, reported in *2025 (1) CTC 241* and *Babitha Devi Vs. Rajendra Kumar*, reported in *2025 SCC Online (Mad) 77,* held that the issue which was referred to

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the Division Bench had already been answered, yet respecting the order of reference to the Division Bench, gave liberty to the counsel appearing on either side to move the Hon'ble Division Bench for necessary clarification. Relying on the said orders, learned Senior Counsel would contend that necessarily the order directing the dispute to be resolved by the Division Bench, has to be placed before the Division Bench and a clarity should be obtained and without the reference being answered, the present revision petition cannot be decided either way since the very same issue falls for consideration in the said revision petition as well.

10.Further, in any event, once I concur with their argument that the High Court does not have the power of prospective overruling, then the decision of the Division Bench in *Hemalatha's case* would apply retrospectively and therefore, the stand taken by the petitioner that after expiry of 575 days, the landlords cannot allege a failure to enter into a tenancy agreement, would stand vindicated. It is therefore prayed on the side of the petitioner that the revision petition is to be allowed or at least the matter may be tagged along with *Dilip Solanki's case*, so that a quietus is given by the Hon'ble Division Bench.

11.Per contra, Mr.T.Jayarajraj, learned counsel for the respondents would contend that the very cause of action for alleging failure to enter into a tenancy agreement can

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arise only after the expiry of 575 days, within which period of time, the parties should enter into a tenancy agreement, as contemplated under Section 4(2) of the Act. He would therefore state that the Rent Court and the Rent Tribunal have rightly found that there has been a failure to enter into a tenancy agreement and the reason for such failure being irrelevant, there is absolutely no bar for the Rent Court to order eviction. He would also contend that the Division Bench has made it clear that the decision would not affect pending proceedings or proceedings where eviction has been ordered on the ground of failure to enter into a tenancy agreement and the matter is pending either in appeal or in revision.

12.He would also rely on a recent decision rendered by me in *M/s.Ven Ponn Shoes Private Limited Vs. M/s.Balaji Bhavan and others* in *CRP.No.956 of 2025* dated *31.08.2026*, where I specifically dealt with the issue of maintainability of an eviction petition before the expiry of 575 days. I also referred to the recent decision in *Hemalatha's case*, as well as the divergent views in *Ramesh Salunke Vs. Pramila Jain,* reported in *2022 (1) CTC OL 994*, *Lalith Kumar Vs. Pramila Jain*, reported in *2022 (2) MWN (Civil) 516* and *Top Kapi Vs. S.Sarath Babu*, in *CRP.No.445 of 2023* dated *06.04.2023*, which were also dealt with in *Habeeb Hardware's case*. In fact, I had also relied on the view taken by me in *R.Mangilal Ranka and others Vs. S.Shohan Singh*, reported in *2026 (1) MWN (Civil) 241* as well, where irrespective of the fact that the

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tenant was ready to enter into an agreement and even if the landlord is evading to enter into a written tenancy agreement, even then when ultimately there has been a failure to enter into a tenancy agreement, as mandated under Section 4(2) of the Act, then the landlord is entitled to invoke Section 21(2)(a) of the Act.

13.In fact, the decision of the yet another Single Judge in CRP.No.1891 of 2025, again, taking a similar view that Section 21(2)(a) can be maintained, irrespective of whether the tenant was willing and the landlord was not willing, came to be affirmed by the Hon'ble Supreme Court in *V.Ganesh Vs. S.Balaji* in *SLP (Civil) Nos.17295 to 17296 of 2025* dated *04.07.2025*. The Hon'ble Supreme Court expressly approved the view of the learned Single Judge of this Court in CRP.No.1891 of 2025, holding that since the last rental agreement had expired prior to the commencement of the new Rent Act, no objection can be taken to the maintainability of the landlords' petition under Section 21(2)(a) of the Act. In fact, yet another Division Bench in *S.R.Venkatesh Vs. Union of India*, in *W.P.No.26344 of 2022* dated *30.09.2022*, upheld the constitutional validity of the proviso appended to Section 4(2) r/w Section 21(2)(a) of the Act. Unfortunately, the said Division Bench judgment was not brought to the notice of the Division Bench in *Hemalatha's case* as well. Therefore, applying the ratio laid down by the Hon'ble Supreme Court in *Sundeep Kumar Bafna Vs. State of Maharashtra and another*, reported in *AIR 2014 SC 1745*, I held that the view in *Hemalatha's case* being in direct conflict

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with the decision in *S.R.Venkatesh's case*, cannot be a binding precedent. Moreover, the Hon'ble Supreme Court, by a speaking order in *V.Ganesh's case*, confirmed the order of eviction passed concurrently up to this Court in CRP.No.1891 of 2025, on the ground that there has been a failure to enter into a tenancy agreement, clearly holding that an eviction petition under Section 21(2)(a) is maintainable.

14.Though I am in entire agreement with the arguments advanced by the learned Senior Counsel, Mr.V.Raghavachari, relying on two judgments of the Hon'ble Supreme Court that the High Court cannot apply or invoke the doctrine of prospective overruling, which is available only to the Hon'ble Supreme Court, even then, when this Court has already held the Division Bench judgment in *Hemalatha's case* to be *per incuriam* in *Neelavathi Vs. Arockia Francina* in *CRP.(MD).No.1357 of 2026* dated *12.06.2026,* as well as in *L.Mohamed Ibrahim Sait and another Vs. Aboobacker Shamsudheen and another* in *CRP.No.4791 of 2026* dated *12.08.2026*, I am unable to countenance the submissions of the learned Senior Counsel in this regard and apply the ratio laid down by the Division Bench in *Hemalatha's case*.

15.As far as the reference to the Division Bench, by a learned Single Judge of this Court by order dated 30.06.2023 in CRP.NPD.No.941 of 2023, though the said revision was initially tagged along with the writ petitions challenging the constitutional validity

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and vires of the rent legislation, Act 42 of 2017, subsequently, the same has been de-tagged from the batch and thereafter, it has been posted before the another Single Judge and out of sheer judicial propriety and respect, this Court did not pass any final orders, even though this Court found that the issue which was placed for reference was no longer *res integra*, in view of several other subsequent decisions of this Court. In the light of the above, I am unable to also countenance the arguments of the learned Senior Counsel for the petitioner that this matter will have to be posted along with *Dilip Solanki's case*, with a direction to the Division Bench to decide the issue, since there is conflicting opinion with regard to the applicability of Section 21(2)(a). At the risk of reiteration, there is no conflict with regard to the applicability of Section 21(2)(a) for more than one reason. Firstly, as held by me in *M/s.Ven Ponn Shoes Private Limited's case*, the Act provided a period of 90 days initially for the parties to enter into a tenancy agreement as required under Section 4(2) of the Act. The said period was later substituted to 275 days and thereafter substituted with 575 days. Therefore, even on a plain reading of the statute, the cause of action for alleging failure can arise only after the expiry of 575 days. Therefore, there is no merit in the contention of the learned Senior Counsel for the petitioner that Section 21(2)(a) cannot be invoked after the expiry of the period of 575 days. Secondly, the law is now fairly well settled by a catena of decisions which I have dealt with in *M/s.Ven Ponn Shoes case* as well and the consistent view taken by this Court with regard to the maintainability of an eviction petition under

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Section 21(2)(a), which has also been upheld by the Hon'ble Supreme Court in *V.Ganesh's case*. In the light of the above, I do not see any merit in the revision petition. The revision petition fails.

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16.In fine, the Civil Revision Petition is dismissed. The petitioner is directed to vacate and hand over vacant possession by 31.12.2026. No costs. Connected Civil Miscellaneous Petition is closed.

30.10.2026

Neutral Citation Case : Yes / No
Speaking / Non-speaking order
Index : Yes/No
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To

1.The VII Additional District and Sessions Judge, (VII Additional City Civil Court), Chennai.
2.The XV Judge, Small Causes Court, Chennai.

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P.B.BALAJI.J,

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Pre-delivery order made in
CRP.No.1837 of 2026

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