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CRP No. 1777 of 2026

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 22-06-2026

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THE HONOURABLE MRS.JUSTICE T.V.THAMILSELVI

**CRP No. 1777 of 2026
and CMP No.8068 of 2026**

1. Syed AAqil Ahmed
S/o. Syed Shabeer Ahmed Proprietor M/s.
AALIENT Shop No. G49A-G49A1 and
G49A2 Phase II, Spence Plaza No. 769,
Anna Salai Madras 002

Petitioner(s)

Vs

1. M/s.Mangal Tirth Estate Ltd.
Regi off at Spencer Plaza, No. 769-Anna
Salai Rep by its Authorized Signatory
R.S.Krishnan

Respondent(s)

Revision filed under Article 227 of the Constitution of India against the final order (decree and judgment) dated 23.01.2026 passed in RLTA No.177 of 2024 by the XVI Additional City Civil Court, Chennai.

For Petitioner(s): A.L.Ramamurthy

For Respondent(s): Dwarakesh Prabhakaran

ORDER

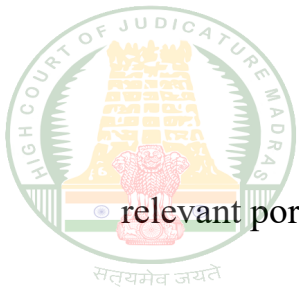
Before the trial Court, the respondent filed RLTOP No.5 of 2024 for eviction



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and the trial court ordered eviction. Aggrieved over the same, the respondent preferred an appeal in RLTA No.177 of 2024 and pending appeal, the revision petitioner/tenant filed an application in I.A.No.2 of 2026 seeking for a stay of all further proceedings in pursuance of final order dated 02.09.2024 passed in RLTOP No.5 of 2024 pending disposal of RLTA No.177 of 2024 and the same was dismissed by the Rent Appellate Tribunal cum XVI Additional City Civil Court, Chennai. Aggrieved by the same, the tenant has preferred the above revision.

2. Learned counsel for the revision petitioner/tenant submits that since the original lease agreement was of the year 2017 and the same was subsequently extended by the revision petitioner/tenant, it does not require the revision petitioner/tenant to enter into new lease agreement as per the provisions of the New Act, but the Court below failed to appreciate the said aspect and has erroneously dismissed the appeal. Therefore, to set aside the findings of the Court below as eviction was ordered on the ground of Section 21(2) of Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (TNRRL Act), as such is not maintainable and therefore prays to set aside the findings of the Courts below. To support his argument, the learned counsel has relied on the decision of the Hon'ble Supreme Court in the case of **Hardesh Ores (P) Ltd vs Hede and Company** reported in (2007) 5 SCC 614, wherein the



relevant portion is extracted hereunder for ready reference:

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29. *The respondents relied on the decision of this Court in Provash Chandra Dalui v Biswanath Banerjee wherein this Court considered the difference between “extension” and “renewal” of a lease. This Court observed thus:*

14. It is pertinent to note that the word used is “extension” and not “renewal”. To extend means to enlarge, expand, lengthen, prolong, to carry out further than its original limit. Extension, according to Black’s Law Dictionary, means enlargement of the main body; addition to something smaller than that to which it is attached; to lengthen or prolong. Thus extension ordinarily implies the continued existence of something to be extended. The distinction between “extension” and “renewal” is chiefly that in the case of renewal, a new lease is required, while in the case of extension the same lease continues in force during additional period by the performance of the stipulated act”.

3. I have heard the learned counsel for the respondent and perused the materials available on record.

4. The revision petitioner/tenant has relied on the lease deed of the year 2017, which is an unregistered one, which was meant only for 11 months, but it was extended for nearly 8 years and as on date, there is a new agreement as required under the



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sr

provisions of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (TNRRL Act). The judgment relied on by the learned counsel for the revision petitioner does not apply to the facts of the case, as new Act has come into force. Therefore, the trial court has rightly disagreed with the defence raised by the revision petitioner/tenant and has ordered eviction, which requires no interference.

5. In the result, the civil revision petition is dismissed. The revision petitioner/tenant is directed to vacate and hand over the vacant possession of the schedule premises to the respondent within a period of three months from the date of receipt of a copy of this order.

No costs. Consequently, connected miscellaneous petition is closed.

22.06.2026

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Index:yes/no

Website:yes/no

Speaking Order/Non-speaking order

To

1. The XVI Additional City Civil Court, Chennai

2. The XIV Small Causes Court, Chennai

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