



WEB COPY

CRP No. 4727 of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 23-01-2026

CORAM

THE HON'BLE MR.JUSTICE S. SOUNTHAR

**CRP No. 4727 of 2025 and
CMP.No.23869 of 2025**

Mrs.Kusum,

...Petitioner

Vs

Mr.Ashok Lunawat,

.....Respondent(s)

Prayer: The civil revision petition filed under Article 227 of Constitution of India, praying to set aside the fair and decretal order dated 14.08.2025 passed by the XII Court of Small Causes, Chennai, in MP.No.2 of 2025 in RLTOP.No.360 of 2023.

For Petitioner(s): M/s. Aashishjain Lunia

For Respondent(s): M/s.P.Sunil

ORDER

The Civil Revision Petition is filed challenging the order passed by the Trial Court dismissing the application filed by the petitioner seeking to review the order dated 18.03.2025 and 09.02.2024.

2. The petitioner herein filed main OP seeking re-possession on the ground of failure to enter into rental agreement (Section 21(2)(a) of Tamil Nadu Regulation of Rights and Responsibilities of Landlord and Tenants Act, 2017, hereinafter referred to as TNRRRLT Act).



3. The respondent herein filed a counter denying jural relationship of landlord and tenant. The Rent Court, after taking into consideration the pleas raised by the respondent in the counter to main OP, passed order on 09-02-2024, which reads as follows:-

“Both side counsel present. On perusal, it is seen that title of petitioner is disputed, which warrants trial. Call on 02.03.2024”.

4. Thereafter, the petitioner examined herself and marked certain documents. At this stage, the respondent herein filed a memo by relying on order dated 09-02-2024 and sought for full-fledged trial including the right of cross-examination. The said memo was opposed by the petitioner by filing counter memo. Nevertheless, the Rent Court passed an order for full-fledged trial as per the order dated 09.02.2024 by order dated 18.03.2025. Thereafter, the petitioner filed MP.No. 2 of 2025 seeking to review the order dated 18.03.2025 and 09.02.2024. The said review application was dismissed by the Rent Court. Aggrieved by the same, the petitioner has come before this Court.

5. The learned counsel for the petitioner submitted that the petition for re-possession has been filed on the ground of failure to enter into a tenancy arrangement as per the provisions of new Act. Therefore, the Rent Court is expected to follow the summary proceedings contemplated under the Act. It committed an error in passing orders for full-fledged trial including the right of



cross-examination.

6. The learned counsel for the respondent by relying on the judgment of this court in the case of ***J.Thennarasu Vs Anita Nalliah reported in 2022 SCC OnLine Mad 5939*** submitted that in view of the controversy with regard to the existence of the jural relationship, the right of cross-examination is available to the respondent and the Rent Court rightly passed an order for full-fledged trial and dismissed the review application

7. TNRRRLT Act describes summary proceedings. However, in appropriate cases, the court can permit the opposite party to cross-examine and order for full-fledged trial. In this regard, it would be appropriate to refer to the judgment of this Court in ***Thennarasu*** case cited supra. The relevant portion reads as follows:-

8. Statements are broadly made as they should be, since the statute has opted for expressions or phrases with immense elasticity, conferring the Rent Court with enormous discretion. Here the expression 'in the interest of justice' as a factor provided to guide the need for allowing cross examination needs to be balanced along with few other phrases. And, this balancing act may have to be worked within the parameters laid down by the Hon'ble Supreme Court in K.L. Tripathi's case. The principles enunciated by the Supreme Court reads:

32. The basic concept is fair play in action administrative, judicial or quasi-judicial. The concept of fair play in action must depend upon the particular lis, if there be any, between the parties.



If the credibility of a person who has testified or give some information is in doubt, or if the version or the statement of the person who has testified, is, in dispute, right of cross-examination must inevitable form part of fair play in action but where there is no lis regarding the facts but certain explanations of the circumstances there is no requirement of cross examination to be fulfilled to justify fair play in action. When on the question of facts there was no dispute, no real prejudice has been caused to a party aggrieved by an order, by absence of any formal opportunity of cross-examination per se does not invalidate or vitiate the decision arrived at fairly.”

The following propositions can be deduced from the above decision:

a) Right of cross examination is inevitable when credibility of a person who has testified or given information is in doubt or the version or the statement of the person who has testified is in dispute.

b) Where there is no lis regarding the facts but only certain explanation of circumstances then there is no requirement of cross examination. Where there is no dispute as to facts or the weight to be attached on disputed facts but only an explanation of the acts, then also absence of opportunity of cross examination does not create any prejudice.

c) On facts, if no real prejudice is caused to a party by denying the opportunity of cross examination, even then it would not vitiate the decision.



d) A party who does not choose to controvert the veracity of the evidence or testimony cannot subsequently claim that there was no opportunity of cross examination.

e) Whether the principles of natural justice stands complied would depend upon the facts and circumstances of each particular case.

9. This Court does not intend to lay down any straight jacket as that may interfere with the discretion of the Rent Court. However, the present attempts is to provide certain illustrative circumstances to the Rent Court to aid it in managing its discretionary power in considering a plea for cross examination on a plane of 'interest of justice' provided by the statute. For ease of reference it is tabulated below :-

Provisions of law & Head of Dispute	Content of possible dispute	How far can be proved without cross examination	If cross examination will be required
Section 21(2) (a)	Eviction sought on ground of failure to enter into a tenancy agreement. Here, a dispute can arise, (a) if the tenant denies tenancy; or (b) The tenant setting up a tenancy which the landlord denies.	Ordinarily not necessary unless the case falls in category (a) or (b) which cannot be proved through written document.	Cross examination may be necessary only if the case falls in category (a) or (b) The Rent Court should take care to see that cross examination seeking to establish reasons for not entering into lease agreement etc cannot be entertained.

8. Therefore, it is clear that whenever the existence of tenancy agreement is denied, the rent court cannot follow the summary proceedings by examining parties and marking the documents. The opposite party shall be given a chance



to cross-examine the witnesses. When the petitioner is afforded with opportunity to prove the existence of jural relationship between the parties, the witnesses examined by the petitioner shall be cross-examined by the respondent. The same can be gathered from the decision cited above. The learned Rent Court rightly relied upon the judgment in *Thennarasu* case and dismissed the review application filed by the petitioner on the ground that in view of the controversy in the pleadings with regard to the existence of tenancy agreement, the respondent shall be given an opportunity to cross-examine the witnesses. I do not find any irregularity or illegality in the order passed by the Rent Court. Accordingly, the civil revision petition stands dismissed.

9. It is seen from the typed set of papers that the petition for re-possession was filed by the petitioner in the year 2023 and the pleadings of the parties were completed long back. Therefore, the learned Rent Court is directed to dispose of the main OP as expeditiously as possible. No costs. Consequently, the connected miscellaneous petition is closed.

23-01-2026

Index: Yes/No

Speaking/Non-speaking order

Neutral Citation: Yes/No

nr



WEB COPY

CRP No. 4727 of 2017



To

The XII Court of Small Causes, Chennai.



WEB COPY

CRP No. 4727 of 2025



S.SOUNTHAR, J.

nr

CRP No. 4727 of 2025 and

CMP.No.23869 of 2025

23-01-2026