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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 24.02.2026

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THE HONOURABLE MR JUSTICE P.B. BALAJI

CRP.No.5095 of 2025
and CMP.No.25681 of 2025

T.Ruk Mangadan

... Petitioner

Vs.

D.Vimalchand

... Respondent

PRAYER: Civil Revision Petition filed under Article 227 of Constitution of India, to set aside the fair and decreetal order dated 21.08.2025 in R.L.T.A.No.01 of 2024 on the file of the Principal District Court at Ranipet confirming the fair and decreetal dated 29.02.2023 in R.L.T.O.P.No.1 of 2023 on the file of the District Munsif Court at Arakkonam and pass orders.

For Petitioner : Mr.K.Venkatasubban

For Respondent : Mr.Jeremiah Gregory John

ORDER

This Civil Revision Petition has been filed to set aside the fair and decreetal order dated 21.08.2025 in R.L.T.A.No.01 of 2024 on the file of the Principal District Court at Ranipet, confirming the fair and decreetal order dated 29.02.2023 in R.L.T.O.P.No.1 of 2023 on the file of the District Munsif Court at Arakkonam.



2. Heard Mr.K.Venkatasubban, learned counsel for the revision petitioner and Mr.Jeremiah Gregory John, learned counsel for the respondent.

3. The only point that arises for consideration is as to whether the respondent as a subsequent purchaser, having stepped into the shoes of the erstwhile landlord, is liable to refund the security deposit amount of Rs.10,00,000/-, received by his vendor. The Rent Court as well as the Rent Control Tribunal has concurrently ordered eviction under Section 21 (2) (a) of Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (in short “TNRRLT”). I do not see any merit in the revision insofar as the challenge to the order of eviction on the ground that there has been a failure to enter into an agreement as mandated under Section 4 (2) of TNRRLT Act, 2017 (Amendment Act 39/2018). However, I find merit in the submission of the learned counsel for the petitioner that when the respondent has purchased the property and has taken benefit of the said purchase and seeks to evict the petitioner from the tenanted premises, he is equally liable to refund the security deposit which was paid to the erstwhile landlord, who was the vendor of the respondent.



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4. The learned counsel for the petitioner also relied on Sections 11 and 24 of the Act, which requires all such advances and deposits to be refunded before taking delivery of possession.

5. The learned counsel for the respondent/landlord however states that admittedly the security deposit was not paid to the respondent and therefore, he is not liable to refund and it is for the petitioner to workout the refund with the erstwhile landlord, who is the vendor of the respondent. Therefore, he prays for the revision to be dismissed, confirming the order of the Rent Control Tribunal.

6. I have considered the submissions advanced on either side.

7. It is not in dispute that the petitioner was a tenant even prior to the respondent becoming the owner of the property. The petitioner was a tenant under the vendor of the respondent and pending the tenancy, the respondent has purchased the scheduled property for valuable sale consideration. It is the categorical case of the petitioner that under the lease agreement dated



06.03.2019 by cheque, advance of Rs.10,00,000/- has been paid to the vendor of the respondent. The respondent having purchased the property is automatically saddled with liability to refund the advance as security deposit received by the vendor. The respondent should have been diligent in ensuring that all refund of deposit/advance had been sorted out at the time of purchase and if they have not been part of negotiation to the vendor, then it is for the respondent to bear the brunt and refund the said amount, in the event of the respondent requiring the petitioner to vacate and hand over vacant possession. Section 24 of TNRRRT Act also requires such refund before taking delivery of the property. Though Mr.Jermiah relied on the decision of this Court reported in **2024 MWN 688 in the case of Sonal Fashion Jewellery Vs. Shri Rajasthani Samaj**, contending that when the agreement is not registered, the provisions of the Act cannot be resorted to, I am unable to see how this decision applies to the facts of this case. Admittedly, the respondent has chosen to invoke the provisions of the Act by seeking recovery of possession under 21 (2) (a). Therefore, he is obligated to fulfil as mandated Section 21 (4) as well.

8. *Mr.Hothiram Vs. Mr.Purshotam Mohta*, in *CRP. No.466 of 2025 dated 10.10.2025*, I have also held as follows:



"Section 24 of TNRRRLT Act, which deals with the aspect of refund of advance by the landlord. In terms of Section 24(1), a landlord is liable to refund any payment in advance from the tenant. He shall refund the same to the tenant after deducting the rent and other charges due to the landlord, before recovery of possession. Therefore, in view of the clear stipulation and mandate of Section 24 of the Act, the respondent is entitled to recovery of possession, only if he returns the advance amount. Therefore, the respondent has to refund the sum of Rs.6,50,000/-, before becoming entitled to recover possession from the petitioner."

9. In the light of the above, though there is no merit in the challenge to the concurrent orders of eviction, insofar as the refund of the security deposit or advance of Rs.10,00,000/-, the respondent shall refund the same to the petitioner, within a period of four weeks, subject to the petitioner coming forward to vacate.

10. In the light of the above, Civil Revision Petition is dismissed with the following directions:



P.B.BALAJI.J

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The respondent shall take a Demand Draft in the name of the petitioner and shall inform the petitioner about the amount of Rs.10,00,000/- being ready, by enclosing a photostat copy of the said Demand Draft. On receipt of the said Demand Draft, within a period of 30 days, the petitioner shall vacate and hand over the vacant possession, across which the original Demand Draft shall be handed over to the petitioner. Consequently, connected Miscellaneous Petitions are closed. No costs.

24.02.2026

Speaking/Non-speaking : Yes/No

Index : Yes / No

Internet : Yes / No

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To

1. The Principal District Court.
Ranipet
2. The District Munsif Court,
Arakkonam

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