



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on: 23.02.2026

Pronounced on: 27.02.2026

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THE HONOURABLE MR.JUSTICE P.B.BALAJI

**CRP. No.6575 of 2025
and CMP. No.32538 of 2025**

C.Santhosh

Petitioner(s)

Vs

V.Dinakaran

Respondent(s)

PRAYER: This Civil Revision Petition is filed under Article 227 of the Constitution of India, to set aside the fair and decreetal order dated 25.09.2025 passed in RLTA. No.193 of 2024 by the learned XVIII Additional City Civil Judge, Chennai, confirming the order dated 13.09.2024, passed in RLTOP No.281 of 2023 by the XII Judge, Court of Small Causes, Chennai.

For Petitioner : Mr.N.Srinivas

For Respondents : Mr.T.N.Rangesh Kanna

ORDER

The petitioner/tenant, who has suffered concurrently before the Rent Court as well as the Rent Tribunal is the petitioner herein.



2. I have heard Mr.N.Srinivas, learned counsel for the revision petitioner/tenant and Mr.T.N.Rangesh Khanna, learned counsel for the respondent/landlord.

3. Mr.N.Srinivas, learned counsel for the petitioner/tenant would at the outset state that without even establishing a landlord-tenant relationship, the respondent has invoked the provisions of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, Act 42 of 2017 (in short 'TNRRLT Act') and sought for eviction under Section 21(2)(a) of the TNRRLT Act, 2017. Mr.N.Srinivas, learned counsel would further contend that the petitioner was a lessee under one Radhabai and the petitioner had in fact parted with a sum of Rs.15,00,000/- as the lease amount, with no obligation to pay monthly rents. It is therefore the submission of Mr.N.Srinivas, learned counsel that the daughter of the said Radhabai, after her demise had sold the property to the respondent, without even mentioning in the sale deed, recognizing the possession and the right of the petitioner to recover Rs.15,00,000/-. The invocation of Section 21(2)(a) of the Act itself was impermissible and improper. He would further state that the petitioner has always been ready to enter into a rental agreement with the respondent and it was only the respondent who failed to come forward to renew the rental agreement. Mr.N.Srinivas, learned counsel would also rely on Section 109 of the Transfer of Property Act and state that in



the absence of a proper attornment of the lease in favor of the respondent, the respondent cannot evict the petitioner by summary proceedings, invoking the TNRRRLT Act.

4. Per contra, Mr.Rangesh Khanna, learned counsel for the respondent would state that neither Radhabai nor the vendor of the respondent have admitted to the alleged claim of the petitioner that he has paid Rs.15,00,000/- as lease amount, with no liability to pay monthly rents. The learned counsel for the respondent would further state that law is now well settled with regard to the willingness of the tenant to enter into an agreement of tenancy as mandated under Section 4(2) of TNRRRLT Act and irrespective of the readiness and willingness of the tenant, if no agreement is clinched between the parties as required under Section 4(2), then the petitioner has to suffer the consequences of Section 21(2) (a) of the Act. The learned counsel for the respondent would therefore state that the Rent Court and the Rent Tribunal have rightly allowed the eviction petition and directed possession to be handed over by the petitioner and the same does not warrant interference in revision.

5. I have carefully considered the submissions advanced by learned counsel for the parties.



6. The three grounds on which the eviction application was resisted were that, one the petitioner has no jural relationship of landlord and tenant with the respondent and secondly, he has paid Rs.15,00,000/- as lease amount and unless the said money is refunded by the respondent who claims under the original vendor, Radha Bai, no eviction can be ordered and thirdly, when the petitioner has expressed his willingness to enter into a fresh tenancy agreement, the respondent could not have refused the said offer and taken undue advantage by approaching the Rent Court seeking eviction.

7. The case of the respondent as landlord was plain and simple. According to him, after the commencement of the new Act, the petitioner has not entered into a tenancy agreement with the respondent as mandated under Section 4(2) of the Act and therefore, the petitioner was liable to vacate under Section 21(2)(a) of the Act. In the counter affidavit of the said eviction petition, the petitioner has stated that there is no contract rent to be paid by the petitioner to the respondent as the petitioner had paid Rs.15,00,000/- to the original owner, Radha Bai on 30.01.2018 and that the said amount is still in the hands of the vendor of the respondent/landlord.

8. In the counter affidavit, in fact, I find that the petitioner has stated that he was searching for a new place and had promised the respondent's vendor that



after completion of the lease period, he would vacate the property. This averment in the counter affidavit goes against the stand now taken and argued by the learned counsel for the petitioner, that the amount of 15,00,000/- was paid as a lump sum lease and as and when the money is returned the petitioner would vacate. Further, though it is claimed by the petitioner that there is a lease agreement under which Rs.15,00,000/- has been paid as lease amount, the petitioner has not been able to substantiate such payment. In the counter affidavit, he clearly admits to the fact that there is no lease agreement entered into between him and the respondent herein, which clearly attracts Section 21(2)(a) read with Section 4(2) of the Act.

9. The Rent Court, found that the respondent having purchased the property claiming admittedly under the erstwhile landlord was entitled to be treated as landlord and despite notice sent, the petitioner has not vacated the tenanted premises in Exhibit P1 notice dated 18.11.2022. The Rent Court has rightly found that the payment of 15,00,000 alleged to have been made to Radhabai has also not been proved or established by the petitioner and mere plea with regard to such payment cannot be accepted. The Rent Court also found that when the petitioner admits tenancy under Radhabai, he cannot contend that there is no jural relationship between the petitioner and the respondent. The Rent Court therefore, ordered eviction. On appeal, the Rent Tribunal, confirmed the findings



of the Rent Court and held that when the petitioner had purchased the property from the previous owner, whose mother was admittedly the landlady even according to the petitioner, the petitioner cannot contend that there is no landlord - tenant relationship.

10. As regards the alleged lease agreement dated 01.06.2021 marked as Exhibit R1, the Rent Tribunal has independently considered the document and found that the said lease agreement expired on 30.04.2022 and it has not been renewed thereafter and in the interregnum period, the respondent has purchased the property on 05.07.2021. The Rent Tribunal also found that despite Exhibit P1 notice, the petitioner has not come forward to recognize the right of the respondent and confirmed the order of eviction.

11. The Courts, viz., the Rent Court and the Appellate Court, being the Rent Tribunal, have considered the case of the petitioner on the facts presented by the respective parties. The judgment of the Rent Tribunal becomes final under Section 36(5)(b) of the TNRRRLT Act. There is no right of appeal under the Act to an aggrieved party. The present revision petition is filed invoking Article 227 of the Constitution of India, and therefore, in such circumstances the exercise of jurisdiction by this Court in such matters is certainly circumscribed and unless



there is gross or patent illegality or perversity in the findings rendered by the Rent Court and the Rent Tribunal, this Court will not interfere.

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12. Keeping the limited scope of jurisdiction available to this Court, on examining the case on hand and the arguments of the learned counsel for the parties, the fact that the petitioner has expressed his willingness to enter into an agreement with the respondent in my considered opinion, seals his fate. The respondent claims under a lease agreement with the original owner, Radhabai, as if he has paid Rs.15,00,000/-. The said Radhabai admittedly died and her daughter sold the property to the respondent herein. Neither the vendor of the respondent nor the respondent admit to the claim of Rs.15,00,000/- having been paid to Radhabai under the lease agreement. In fact, it is their categorical case that the lease agreement itself is a fabricated and forged document.

13. Insofar as the arguments of learned counsel Mr.Srinivas, that the rights of the petitioner are protected under the provisions of the Transfer of Property Act, only admitted claim or proven claims can be protected under the provisions of the Transfer of Property Act. A fanciful claim of Rs.15,00,000/- having been paid in one lump sum without showing any proof of such payment, cannot be given credence, especially when the amount is said to be paid to a person who is not alive. Therefore, I do not find any error committed by the Rent



Court or the Rent Tribunal, when the petitioner has admitted tenancy under Radhabai and that apart, especially when he has agreed to enter into a tenancy agreement with the respondent himself. The order of eviction therefore, does not require any interference. Insofar as the claim of Rs.15,00,000/-, the petitioner shall be at liberty to initiate appropriate legal proceedings for recovery of the amounts allegedly paid to Radhabai and seek to recover the same in a manner known to law, subject to the law of limitation, and proof of course.

14. In the light of the above, I do not find any merit in the Civil Revision Petition. Accordingly, this Civil Revision Petition is **dismissed**. The respondent has also already taken vacant possession through Court process as well. Consequently, connected Miscellaneous Petition is also dismissed. No costs.

27.02.2026

rkp

Neutral Citation Case : Yes/No

Internet: Yes/No

Index : Yes/No

To:

1. The XVIII Additional City Civil Judge, Chennai.
2. The XII Judge, Court of Small Causes, Chennai.



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P.B.BALAJI, J.,

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Pre-delivery order in
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