



C.R.P.(MD)No1068 of 2026

WEB COPY

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 17.04.2026

CORAM

THE HONOURABLE **MR.JUSTICE V.LAKSHMINARAYANAN**

C.R.P.(MD)No1068 of 2026

and

C.M.P.(MD)No.4983 of 2026

B.Mahalakshmi

... Petitioner

vs.

K.Angaiah

... Respondent

**PRAYER:** Civil Revision Petition filed under Article 227 of the Constitution of India, to call for the records and to set aside the fair and ex-order passed in R.L.T.A.No.5 of 2023, dated 12.11.2025 on the file of the VI-Additional District Judge, (Rent Control Appellant Tribunal), Madurai confirming the order passed in R.C.O.P.No.3 of 2019 on the file of Rent Controller, Madurai Taluk, dated 07.02.2023 by way of allowing this Civil Revision Petition.

For Petitioner : Mr.S.Manoharan

For Respondent : Mr.M.Ponniah

**ORDER**

Heard Mr.S.Manoharan for the Civil Revision Petitioner and Mr.M.Ponniah for the respondent.



C.R.P.(MD)No1068 of 2026

2. The tenant is the civil revision petitioner. The respondent is the landlord.

3. Alleging that the tenant is not paying the rents nor had entered into an agreement as required under Section 4 of Tamil Nadu Act 42 of 2017, the landlord presented a petition for eviction. This petition was numbered as R.C.O.P.3 of 2019. Summons was served on the tenant. The tenant conceded the relationship of landlord and tenant and that a sum of Rs.20,000/- had been paid as advance and the monthly rent was Rs.5,000/-. The tenant alleged that month on month, she had been depositing the amounts into the account of the landlord through ATM. She alleged that the landlord had demanded a sum of Rs.10,000/- as monthly rent and as she did not accede to the unreasonable increase in monthly rents, the landlord, had filed the eviction petition.

4. She further alleged that after taking possession of the property, she had spent a sum of Rs.2,00,000/-to have the buildings repaired. On a legal issue, she pleaded that the landlord had not issued any statutory notice, prior to the filing of the eviction petition.



C.R.P.(MD)No1068 of 2026

5. The learned Rent Controller ordered eviction. Challenging the same, an appeal was preferred to the file of the VI-Additional District Judge at Madurai in R.L.T.A.No.5 of 2023. The learned VI-Additional District Judge cum Rent Tribunal dismissed the appeal on 12.11.2025. Hence, this revision.

6. I heard Mr.S.Manoharan for the civil revision petitioner.

7. Mr.S.Manoharan urged that the relationship of landlord and tenant snapped on the day the tenant and landlord entered into an agreement of sale on 12.03.2016. He referred to Exhibit A3, in order to substantiate the said plea. According to him, when the relationship of landlord and tenant has been terminated due to the sale agreement, the landlord is not entitled to maintain the RLTOP.

8. Mr.M.Ponnaiah is on caveat. He states that an execution petition has been filed pursuant to the order of eviction being confirmed by the appellate authority in E.P.No.11 of 2023 and delivery has also been ordered.

9. I have considered the submissions of Mr.S.Manoharan and have gone through the records.

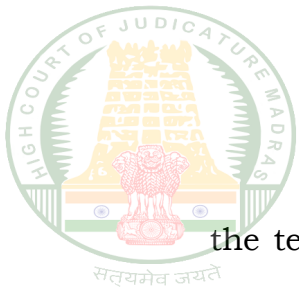


C.R.P.(MD)No1068 of 2026

10. A perusal of the counter filed by the tenant shows that she had never disputed the relationship of landlord and tenant. On the contra, she had admitted to the relationship and had pleaded that it was on account of the unreasonable attitude of the landlord demanding an unconscionable rent, the R.C.O.P came to be presented.

11. A plea on such a vital issue, not taken before the Rent Controller cannot be raised either in appeal or in the revision. A perusal of Section 34 of the Tamil Nadu Act 42 of 2017 (hereinafter referred to as the “Act”) indicates that the principles of natural justice would have to be complied with throughout the proceedings. To press home a point or a plea which had not been specifically pleaded, even faintly, would obviously take the landlord by surprise. It is not a cinematic trial for a party to raise a plea which had never been raised earlier. When the tenant had admitted to the relationship in the counter, she cannot be permitted to raise a diametrically opposite plea denying the said relationship, either in appeal or in revision. Hence, the plea of Mr.S.Manoharan stands rejected.

12. Now turning to the ground of eviction. The plea of the landlord is that no agreement had been entered into between him and



C.R.P.(MD)No1068 of 2026

the tenant. Hence, he invoked Section 21(2)(a) of the Act. The tenant has also accepted that there is no written agreement in terms of Section 4 of the Act. In absence of an agreement as required under the legislation, a tenant or a landlord is entitled to move to the Rent Court and seek for surrender of possession. It is on those grounds that the Rent Court and the Rent Tribunal have ordered eviction. I have no reasons to take a different view than that taken by the Courts below.

13. In the light of the above discussion, the order of eviction stands **confirmed**. The Civil Revision petition stands **dismissed**.

14. At this stage, Mr.S.Manoharan pleaded that the tenant has been in occupation for several years and requested that sufficient time be granted. In the interest of justice, he sought six months time. I am inclined to grant the said time, subject to the condition that the tenant shall file an Affidavit of Undertaking before this Court on or before **22.04.2026**. The affidavit of undertaking should specifically state the following terms:

(i) The tenant will clear all the arrears from **September 2019 till date within 4 weeks from 22.04.2026**.

(ii) The rentals from **May 2026 to October 2026** (6 months period) will be paid in advance to the landlord within four weeks thereafter.



C.R.P.(MD)No1068 of 2026

(iii) The tenant will not put any third party in possession of the property and will hand over the vacant possession of the property to the landlord, without constraining him to approach the Executing Court for orders.

15. If any one of the aforesaid conditions in the affidavit of undertaking is not found or if they are violated, the landlord will be entitled to move the Executing Court to take delivery of possession. In such an event, the Executing Court will not wait for an application from the landlord for ordering police aid and break open. It would grant the said orders, along with the order of delivery. The Executing Court is requested not to issue the delivery warrant till **30.04.2026**.

No costs. Consequently, the connected miscellaneous petition is closed.

Index :Yes / No  
Internet :Yes / No  
NCC :Yes / No  
Nsr

**17.04.2026**

To:  
The VI-Additional District Judge,  
(Rent Control Appellant Tribunal),  
Madurai.



WEB COPY



C.R.P.(MD)No1068 of 2026

**V.LAKSHMINARAYANAN, J.**

Nsr

Order made in  
C.R.P(MD)No1068 of 2026

17.04.2026