



CRP(MD). No.75 of 2026

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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Dated : 19.02.2026

CORAM

THE HONOURABLE MR. JUSTICE N.SENTHILKUMAR

**CRP(MD). No.75 of 2026
and CMP(MD).No.413 of 2026**

S.Madhu

... Petitioner

Vs

Mohanraj

... Respondent

PRAYER :-Civil Revision Petition filed under Article 227 of the Constitution of India, to set aside the fair and decretal order, dated 16.10.2025 made in RLTA.No.01 of 2025 on the file of the District and Sessions Judge (Rent Tribunal), Karur, reversing the fair and decretal order made in RLTOP.No.01 of 2024, on the file of the Principal District Munsif (Rent Controller), Karur.

For Petitioner : Mr.K.Prabhakar

For Respondent : Mr.I.Velpradeep

ORDER

This Civil Revision Petition has been filed to set aside the fair and decretal order dated 16.10.2025 made in RLTA No.01 of 2025 on the file of the District and Sessions Judge (Rent Tribunal), Karur, reversing the fair and decretal order made in RLTOP No.01 of 2024 on the file of the Principal



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District Munsif (Rent Controller), Karur.

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2. Heard the learned counsel appearing for the petitioner as well as the respondents.

3. The learned counsel for the revision petitioner referred to the impugned order passed by the Appellate Court, which is extracted hereunder:

“31. On perusal of the records, in the grounds of relief the petitioner/landlord states that, in fact, there is no lease agreement between the petitioner and the respondent and that the respondent is a chronic and wilful defaulter in payment of rent from November 2022. It is further stated that there are huge arrears of Rs.1,54,000/- payable by him to the applicant and that the petition mentioned property is required by the applicant for his personal use and occupation. In the relief sought, the petitioner/landlord prays for an order to evict the appellant/respondent and for delivery of possession of the petition mentioned property to the applicant for want of registration of the lease agreement before the Rent Authority as provided under the Act and also for delivery of possession of the property as the applicant requires the same for his personal use and occupation to run his business. This Court is of the view that the pleadings and the prayer



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are inconsistent. Therefore, this petition is not maintainable.

32. For the findings given to the foregoing issues, I hold that the trial Court has not properly appreciated the petition which was filed by the respondent/petitioner/landlord without mentioning the provision of law and due to inconsistency in the pleadings and prayers. Hence, the order of the trial Court deserves to be set aside. Accordingly, this Court is inclined to allow this petition by setting aside the order passed by the trial Court in RLTOP No.1 of 2024 dated 03.01.2025. Hence, I am inclined to allow this RLTA. Accordingly, the points 1 to 3 are answered.”

4. The primary contention of the revision petitioner is that when the Court has observed that there is a misconception regarding the provision of law and inconsistency in the pleadings and prayers, the Court ought to have discussed the alleged inconsistency in detail. However, the impugned order does not reflect any discussion regarding such inconsistency between the pleadings and the prayer.

5. Apart from that, the learned counsel for the petitioner pointed out that the petition was filed under Section 21(2)(a) of the Tamil Nadu Regulation of



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Rights and Responsibilities of Landlords and Tenants Act, 2017. His submission is that there was no written agreement between the petitioner and the respondent as landlord and tenant and that the respondent was in arrears of rent and also in unauthorised occupation.

6.To support his case, he relied upon the judgment of this Court in the case of ***S. Muruganandam & Others Vs. J. Joseph & Others***, decided in ***C.R.P.(MD) No.3056 of 2021 and batch***, reported in ***2022 (2) CTC 291 and 2022 Supreme (Mad) 145***.

7.The learned Judge, in the above case, discussed in detail about the new Act and classified the situations that may arise between the landlord and tenant. The same has been extracted in paragraph 13 of the judgment:

“13. From the instances that had arisen in these six revisions, the different types of cases that may arise before the Rent Court can be broadly classified as follows:

i. Written tenancy created prior to and expired prior to the commencement of the Act (Tenant holding over under an oral tenancy);

ii. Oral tenancies created prior to the new Act and no written agreement entered into;

iii. Written tenancies created prior to the new Act and the period expired after the commencement of the Act;



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iv. Written tenancies entered after the commencement of the new Act not registered but subsisting;

v. Written tenancies created after the commencement of the new Act and presently expired (either registered or unregistered);

vi. Oral tenancies created after the new Act.”

8. According to the revision petitioner, his case falls under category (ii), namely “oral tenancies created prior to the new Act and no written agreement entered into.” He also referred to the finding in paragraph 20 of the said judgment, which reads as follows:

“20. As I have already pointed out the first three clauses of cases enumerated above do not pose any difficulty as the tenancies therein would have been entered into prior to the commencement of the Act and Sub-Section (2) of Section 4 not having been complied with by the tenant or the landlord, the landlord is at liberty to seek eviction under Section 21(2)(a) of the New Act, dehors the question of registration of a Tenancy Agreement.”

9. Per contra, the learned counsel for the respondents relied upon the very same judgment and distinguished the arguments of the petitioner by referring to category (vi), namely **oral tenancies created after the new Act**. To strengthen his submission, he relied upon paragraphs 26, 27 and 28 of the said judgment, which are extracted hereunder:

“26. If we are to examine the scope of the bar enacted by Section 40 of the New Act, in the light of guidelines laid



down by the Hon'ble Full Bench of this Court in *Periyathambi Goundan v. The District Revenue Officer*, referred to *supra*, then it has to necessarily follow that the bar would be with reference to any proceeding that could be within the exclusive jurisdiction of the Rent Court by virtue of the provisions of the New enactment. Therefore, a suit by a landlord for eviction or recovery of possession cannot be said to be barred, if it does not fall within Section 21(2) of the Act.

27. As we have already adverted to, Section 107 of the Transfer of Property Act enables creation of oral lease and an unregistered instrument of lease can also be looked into to decide the nature of possession, therefore, the requirement of the New Act that there should be a registered instrument of lease in order to enable creation of a landlord tenant relationship cannot be said to be universal in its application. No doubt Section 4 starts with a non obstante clause, but proviso to Section 34 requires the Rent Court to have due regard to the provisions of the Transfer of Property Act or any other substantive law applicable to tenancies.

28. Sub Section 3 of Section 5 also creates a situation where the provisions of the Act cannot be invoked by the landlord, despite the fact that the tenant is in possession of the property. If we are to conclude that in respect of situations enumerated as Nos. 5 and 6 above, the landlord cannot invoke the New Act, then the remedy of the landlord has to



be essentially before a Civil Court under the general Law namely the Transfer of Property Act. As could be seen from the object of the enactment, the Fast Track eviction proceedings will not be available to such landlords.”

10.Paragraph 26 deals with the scope of the bar with reference to proceedings that fall within the exclusive jurisdiction of the Rent Court by virtue of the new enactment. Therefore, a suit filed by the landlord for eviction or recovery of possession cannot be said to be barred if it does not fall within Section 21(2) of the Act.

11.However, the impugned order does not discuss anything regarding the above proposition of law or the law laid down by this Court in the judgment referred to above.

12.The learned counsel for the revision petitioner further relied upon the judgment of this Court in ***M/s. Rajiv Jewellers Vs. R. Roop Kumar*** made in ***C.R.P. No.1559 of 2025***. In paragraphs 6 and 7 it has been held as follows:

“6.An application has been filed by the landlord for eviction on the ground of non-entering into contract, namely, the rental agreement. As per the new Act, namely, Tamil Nadu Regulation of Rights and Responsibilities of Landlords and



Tenants Act, 2017, irrespective of the failure on either side, if the agreement is not entered between the landlord and the tenant in respect of the premises, the same will give rise to a cause of action for the landlord to seek eviction under Section 21(2)(a) of the new Act. The very object of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, which came into force in 2017, is to regulate the rent between the landlord and the tenant as per the terms agreed between the parties. Only to achieve such terms to be entered into between the parties, Section 4 of the Act made it mandatory that, even in respect of the existing tenancy, when there is no agreement entered into between the parties, the parties are required to enter into an agreement in writing within a period of 575 days from the date of commencement of the Act, i.e., 22.02.2019. Proviso to Sub-Section (2) of Section 4 of the new Act makes it very clear that, irrespective of the failure on the part of the tenant or the landlord in entering into the agreement, the same will give right to either the landlord or the tenant to apply for termination of the tenancy under Clause (a) of Sub-Section (2) of Section 21 of the new Act.

7. In other words, the above makes it clear that, non-entering into an agreement in writing even on the mistake on either side will give rise to a cause of action for the landlord to seek eviction under Section 21(2)(a) of the new Act. This Court, in the case of S. Muruganandam v. J. Joseph reported in 2022 (2) CTC 291 (Mad), has held as follows :



“9.It gives the right to the landlord to sue for repossession de hors the fact that the landlord may be at fault and he may be the reason for non-renewal or failure to enter into an agreement in writing. It is not open to a tenant to contend that despite his request, the landlord did not execute an agreement in writing and therefore, the landlord cannot invoke Section 21(2)(a) seeking repossession. This anomaly or the deficiency throws up several new challenges, before the Rent Courts. Various situations emerge under which the Rent Court has to consider the effect of absence of an agreement in writing.

10.The Scheme of the New Act requires tenancies to be in writing or to be converted into writing and in both cases to be registered as specified under the Act. Under the scheme of the Act, the tenancies can be split into two kinds, one the tenancies that were created prior to the enactment and tenancies that were created after the enactment. As far as the tenancies that were created after the enactment, the parties have no other choice but to enter into a written agreement and have it registered as provided under the Act. As regards the tenancies which has been entered into prior to the enactment, the parties are required to reduce the terms of the tenancy into writing and have it registered or if the tenancy is in writing to have it registered under the new Act. Therefore, the Act in



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effect does away with oral tenancy.”

Therefore, the provisions of Section 4 of the new Act and the judgment of this Court referred supra make it clear that, in respect of the tenancy, the parties are required to enter into an agreement. Failure to enter into such agreement, even on the mistake on either side, is also one of the grounds for evicting the tenant.”

13. Even in the above judgment, the Court has held that in a situation where there is no written agreement, the landlord is not prevented from invoking the provisions of the new Act, particularly under Section 21(2) of the Act. In the absence of any discussion regarding the issues raised and the legal position, the Court below has merely concluded that there is inconsistency in the pleadings and prayer without any supporting reasoning or materials. Therefore, the impugned order is liable to be set aside.

14. Accordingly, this Civil Revision Petition is allowed. No costs. Consequently, the connected miscellaneous petition is closed. The impugned order passed by the Appellate Court is hereby set aside and the order passed by the trial Court is confirmed.

Speaking : Yes / No

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

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To

- 1.The District and Sessions Judge (Rent Tribunal), Karur.
- 2.The Principal District Munsif (Rent Controller), Karur.
- 3.The Section Officer,
E.R.Section/V.R.Section,
Madurai Bench of Madras High Court, Madurai.



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N.SENTHILKUMAR, J.

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