



CRP(MD). No.520 of 2026

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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Dated : 24.02.2026

CORAM

THE HONOURABLE MR. JUSTICE N.SENTHILKUMAR

**CRP(MD). No.520 of 2026
and CMP(MD).No.2273 of 2026**

1.Tamilnadu Handloom Weavers
Cooperative Sangam Limited,, Through its
Regional Manager,
S.N. High Road,
Opposite to Taluk Office, Tirunelveli 1,
Tirunelveli District.

2.Manager,
Co-Optex, Silk House, Door No.59,
Mani Complex, North Car Street,
Tirunelveli Town, Tirunelveli District.
Vs

... Petitioners

1.Maniammal
2.M.S.Ponraj

... Respondents

PRAYER :-Civil Revision Petition filed under Article 227 of the Constitution of India, to set aside the impugned fair and decretal Order dated 12.12.2025, passed in R.T.A.No.1 of 2023 on the file of the Rent Tribunal (I Additional District Court), Tirunelveli, confirming the fair and decretal Order dated 07.01.2023 passed in R.L.T.O.P.No.1 of 2019 on the file of Rent Court (Principal District Munsif Court), Tirunelveli.

For Petitioners : Mr.D.Nallathambi

For Respondents : Ms.K.Swathini



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ORDER

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This civil revision petition has been filed to set aside the impugned fair and decretal Order dated 12.12.2025, passed in R.T.A.No.1 of 2023 on the file of the Rent Tribunal (I Additional District Court), Tirunelveli, confirming the fair and decretal Order dated 07.01.2023 passed in R.L.T.O.P.No.1 of 2019 on the file of Rent Court (Principal District Munsif Court), Tirunelveli.

2.Heard the learned counsel appearing for the petitioners as well as the learned counsel for the respondents and perused the records.

3.The learned counsel for the revision petitioner submitted that the petitioner was originally in occupation of the premises to an extent of 4,335 sq. ft., comprising the ground floor and first floor. At present, the petitioner is in occupation of only 600 sq. ft. in the ground floor. It is further submitted that the petitioner has been paying a monthly rent of Rs.6,033/- from the year 2006. The learned counsel contended that the first appellate Court has misconstrued the provisions of the new Act and the old Act. In this regard, reference was made to the pleadings.



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4.He also relied upon the judgment of the appellate Court, wherein, it has been stated as follows:

“As the above section is very clear that if the tenant failed to make the payment or not come to enter lease agreement as per the new act, the petitioner can file the petition for eviction before the rent court. However, in the case at hand, the respondents neither failed to pay any rent nor come forward to renew it. But the respondents have not agreed to the huge rent demand of Rs.45,000/- per month. If the above amount of rent court/rent controller for the fixation of fair rent. But the petitioners have not taken any steps against the respondents.”

....

“Ramesh Salunkhe Vs. Pramila Jain, 2022-1-L.W.481, Honourable High Court of Madras”

21.The next aspect is that the tenancy agreement stipulated under Section 4(2) of the TNRRRLT Act, 2017 can be executed within a period of 575 days from the date of commencement of the Act. This Act came into force and commenced from 22.02.2019. In that case, the petitioner still has time to enter into the tenancy agreement with the respondent. But the petition was filed within a period of 575 days on 01.07.2019 and it is a premature petition. Both the courts below have misconstrued this 575 days and the learned Rent Controller found that this period relates only to the period for entering a tenancy



agreement and not for approaching the Rent Court for termination, once there is a failure to enter into the agreement.”

5.It is pointed out that, as per paragraph 21 of the said judgment, the tenancy agreement contemplated under Section 4 (2) of the relevant Act ought to have been executed within the prescribed period from the date of commencement of the Act. It is submitted that, in the absence of any such agreement between the parties, the appellate Court has erred in ordering eviction of the petitioner.

6.Per contra, the learned counsel for the respondent submitted that the revision petitioner has been in occupation of the suit schedule property from the year 1988 and has been paying rent, which is not in dispute. However, the petitioner has not entered into any tenancy agreement as required under the provisions of the applicable Rent Act of 2017.

7.It is also submitted that eviction was sought on two grounds, namely, (i) owner’s occupation, and (ii) fixation of fair rent. The revision petitioner has not made out any valid defence with regard to the fixation of rent. Insofar as the ground of owner’s occupation is concerned, the petitioner has not established



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any legally sustainable defence to resist eviction.

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8.It is further contended that the petitioner, being in occupation without a valid agreement as mandated under the statute, cannot continue to remain in possession of the property. The appellate Court has rightly appreciated the facts and applied the provisions of law.

9.This Court finds that the revision petitioner has failed to make out any ground warranting interference with the order passed by the appellate Court.

10.Accordingly, this Civil Revision Petition is dismissed as devoid of merits. No costs. Consequently, connected miscellaneous petition is closed.

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

24.02.2026

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To

- 1.The I Additional District Court, (Rent Tribunal), Tirunelveli.
- 2.The Principal District Munsif, (Rent Controller), Tirunelveli.



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N.SENTHILKUMAR, J.

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3.The Section Officer,
E.R.Section/V.R.Section,
Madurai Bench of Madras High Court, Madurai.

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