

C.R.P.(MD).Nos.2451 & 2439 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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Reserved on : 11.02.2026

Pronounced on : 01.06.2026

CORAM

**THE HON'BLE DR.JUSTICE G.JAYACHANDRAN
AND
THE HON'BLE MR.JUSTICE K.K.RAMAKRISHNAN**

C.R.P.(MD).Nos.2451 and 2439 of 2025
and
C.M.P(MD) Nos.14714 and 14618 of 2025

C.R.P.(MD)No.2451 of 2025

Hemalatha.

... Petitioner

Vs.

1.Jeevanantham.

...1stRespondent

2. Vetrivel Saravana Ananth

3. Sivashree Jinthitha

4. Sivamamalesh

...Respondents 2 to 4

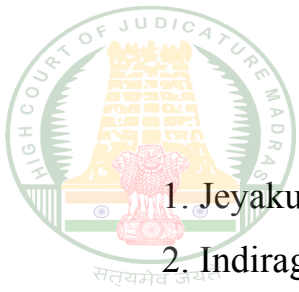
PRAYER:- Civil Revision Petition is filed under Section 115 of Civil Procedure Code, to set aside the fair and decreetal order dated 20.08.2025 passed in E.A.No.4 of 2025 in E.P.No.8 of 2024 in R.L.T.O.P.No.57 of 2021 on the file of the District Munsif Court, Tirunelveli by allowing this Civil Revision Petition.

For Petitioner : Mr.M.Kannan

For Respondents : Mr.R.J.Karthick, for R1

C.R.P.(MD)No.2439 of 2025

Vijayalakshmi (died)



C.R.P.(MD).Nos.2451 & 2439 of 2025

1. Jeyakumar

2. Indiragandhi

3. Muthunandham

... Petitioners

vs.

1.K.Gurusamy Raja

2. G.Rathinam

3. P.R.Srirengaraja

4. P.S.Radha

5. G.Raghurama Raja

6. R.Deepa

7. G.Murugesha Raja

...Respondents

(The respondents/petitioners 2 to 7 represented through their power to attorney the 1st respondent/1st petitioner)

PRAYER:- Civil Revision Petition is filed under Article 227 of the Constitution of India, to set aside the fair and Ex-order of the Rent Court, Rajapalayam (District Munsif) passed in I.A.No.1 of 2022 in R.L.T.O.P.No.4 of 2021, dated 08.07.2025 and allow this Civil Revision Petition.

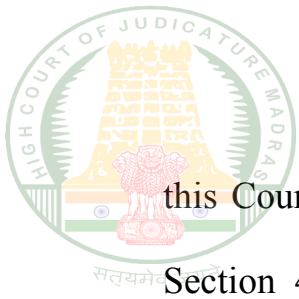
For Petitioners : Mr.M.Venkatesan

For Respondents : Mr.K.Sudalaiyandi, for R5

COMMON ORDER

*[Order of the Court was made by **Mr.K.K.RAMAKRISHNAN.J**]*

The batch of Civil Revision Petitions have been posted before the Division Bench to resolve the conflict between two Single Bench decisions of



this Court regarding the requirement of a registered tenancy agreement under

Section 4 of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017.

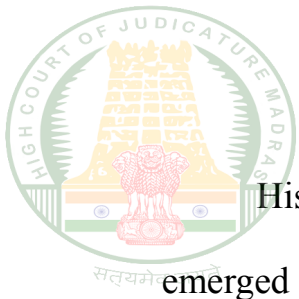
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2. The learned Single Judge, noticing the divergence of views between two learned Judges on the necessity of a registered tenancy agreement for invoking the jurisdiction of the Rent Authority, Rent Court and Rent Tribunal constituted under the said Act, has made the present reference.

2.1. Sentinel question of this reference is that" *Is the registered tenancy agreement a rigid "gate pass" without which the doors of justice under the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 remain shut?*

2.2. It is necessary to have a bird's-eye view of the background history of the Law governing landlord-tenant in respect of buildings in general, and a quick look at the broad scheme and language of the relevant statutory provisions of past and present.

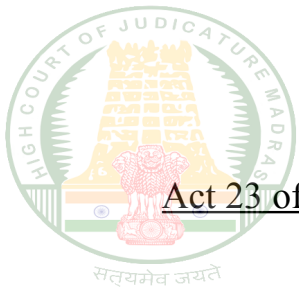
3. Legislative History of Rent Act,



Historically, rent control order in the erstwhile Madras Presidency emerged as an emergency response to wartime exigencies. During the period of the Second World War, acute scarcity of housing and the risk of arbitrary evictions necessitated regulatory intervention. Consequently, the Rent Control Order of 1941 was promulgated as a temporary measure to curb unreasonable eviction of tenants and to regulate rents. This measure, though conceived as transient, was extended periodically in view of continuing necessity.

4. Subsequently, in the post-war context, the said Order was given statutory form through the enactment of the Act, 1946, which came into force on 1 October 1946. The Act was initially intended to operate for a limited duration of two years; however, owing to persistent housing shortages, its operation was extended from time to time, even beyond independence, until 30 September 1951.

5. Thereafter, recognising the inadequacies of the existing framework, the legislature enacted a more comprehensive and self-contained code in the form of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960. Although this enactment was also initially introduced with a limited lifespan of five years, it continued to be extended periodically. Ultimately, by virtue of the Tamil Nadu



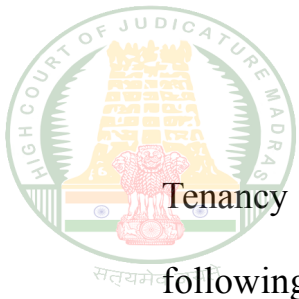
Act 23 of 1973, the statute acquired a permanent status.

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6. Despite its permanence, practical experience revealed significant structural deficiencies. The Act, though designed for summary adjudication, in reality became procedurally cumbersome. The adjudicatory process—particularly in eviction proceedings—imposed a heavy evidentiary burden upon landlords, often approximating to the rigour of criminal trials. This resulted in protracted litigation and diluted the efficacy of the statute and the landlords had been undergoing lifelong litigation pain to repossess from the tenant.

7. Such challenges were not confined to Tamil Nadu alone but were reflective of a broader systemic issue across various States. In addition, the Union Government, launched a policy of “*Housing for All*” and felt the need for Repealing of existing Rent Control Act, and replace it with new legislature on the line of Model Tenancy Act Union suggested the States to bring the new Tenancy Act in the line of “*Model Tenancy Act*”.

7.1. As per the suggestion of the Union Government, State of Tamilnadu was the first State to adopt the model tenancy Act, and passed the new Act, namely, Tamilnadu Regulation of Rights and Responsibilities of Landlord and



Tenancy Act, 2017, (herein after called as TNRRRLT Act, 2017) with the following statement of object and reason:

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“While launching “Housing for All” Mission, Government of India recommended to repeal the Rent Control Act and replace it with new Legislation on the line of Model Tenancy Act, suggested by the Government of India as one of the mandatory conditions to be fulfilled by the State. To fulfil this mandatory condition, Legislation has to be undertaken.

2. The purpose of the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960 (Tamil Nadu Act 18 of 1960) was to regulate the Rent as well as give powers to the Government to take certain properties on Rent at Fair Rent even against the wish of the Property Owner if it was desirable in the interest of the State or required by the Government. These provisions made long back when supply of Rental accommodation was limited, Real Estate business had not evolved and properties were vested in the hands of very few people.

3. Now the scenario has changed. Robust Real Estate and availability of enough housing stock makes the existing Rent Control Act out of place. The existing Act has created lot of vested interest against the Landlords. Further the supply of the Rental



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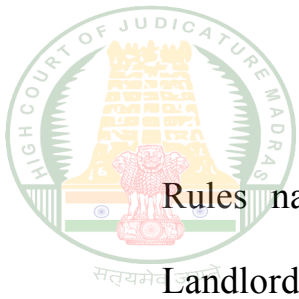


housing and growth of Rental housing market has been severely affected leading to growth of slums in the absence of sufficient stock of Rental houses. To tackle the problem, the new Law has to be enacted for the State, after repealing the existing Tamil Nadu Buildings (Lease and Rent Control) Act, 1960.

4.The Government have decided to enact the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, on the lines of the model bill suggested by the Government of India. The new Law aims to regulate the Rent as per the terms and conditions of the Agreement to be entered into between the Owner of the premises and the Tenant. It also aims to balance the rights and responsibilities of the Landlord and the Tenant and provide regulation of the Rent as per the Agreement.

5.The Bill seeks to give effect to the above decision.”

7.2. The Act as published in the Tamil Nadu Gazette on 14.07.2017 and received the assent of Governor on 4.08.2017. Before the New Act could be notified, The Central Government again circulated a revised Model Tenancy Act 2017 in the year 2017 with modification to the earlier Model Tenancy Act, 2015. Therefore, the State of Tamil Nadu brought various amendments to the original 2017 Act, vide Act 18 of 2018 dated 16.07.2018 and only thereafter, the date of its effect notified as 22.02.2019. The Government had framed the

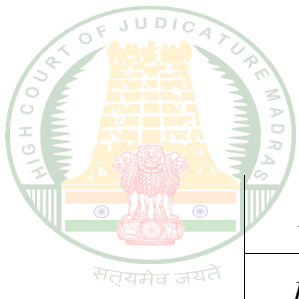


Rules namely, Tamil Nadu Regulation of Rights and Responsibilities of Landlord and Tenancy Rules, 2019, (herein after called as TNRRRLT Rules, 2019). After bringing into force on 22.02.2019, several amendments were introduced in consonance with the Model Tenancy framework issued by the Central Government and incorporated in the TNRRRLT Act, 2017 and the particulars of the amendments as follows:

Sl. No.	Amendment
1	<i>Tamilnadu Regulation of Rights and Responsibilities of Landlords and Tenants (Amendment) Act, 2018 (39 of 2018)</i>
2	<i>Tamilnadu Regulation of Rights and Responsibilities of Landlords and Tenants (Amendment) Act, 2022 (19 of 2022)</i>
3	<i>Tamilnadu Regulation of Rights and Responsibilities of Landlords and Tenants (Amendment) Act, 2019 (22 of 2019)</i>
4	<i>Tamilnadu Regulation of Rights and Responsibilities of Landlords and Tenants (Amendment) Act, 2020 (3 of 2020)</i>

7.3. In addition to the above amendments, following notification was also issued:

Sl.Nos	Notification
1	<i>Date of coming into force of Act (G.O.Ms.No.35)</i>
2	<i>Date of coming into force of Act, (G.O.Ms.No.100)</i>
3	<i>G.O.Ms.No.101 amending the Rules 2019</i>
4	<i>Constitution of Rent Courts (G.O.ms.No.63)</i>
5	<i>G.O.Ms.No.103 amending the Rules, 2019</i>
6	<i>G.O.Ms.No.14 of 2020 amending the Rules 2019</i>
7	<i>G.O.Ms.No.28, dated 04.02.2021</i>
8	<i>Constitution of Rent Tribunals (G.O.Ms.No.102 of 2020)</i>



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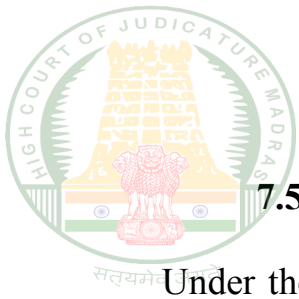
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9	<i>G.O.Ms.No.63, Stamp Duty and Registration Charges Notifications dated 20.03.2020</i>
10	<i>G.O.Ms.No.8, Housing & Urban Development (HB1(1), dated 20.01.2026.</i>

7.3.1. Similar to the Tamil Nadu Act, the State of Assam, U.P., Karnataka brought the similar legislation with similar provisions.

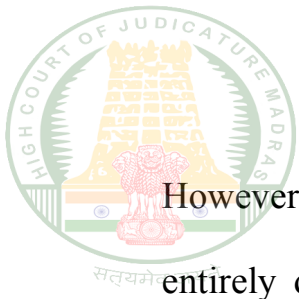
7.4. The new legislative paradigm seeks to redefine landlord-tenant relationships by introducing mutual rights and obligations, ensuring transparency through mandatory agreements, and establishing expeditious dispute resolution mechanisms. In essence, it marks a shift from control-oriented regulation to a facilitative legal structure aimed at efficiency, fairness, and modernisation of the rental housing sector. The new Act brings a paradigm shift in all aspects, including the objectives, the content of its provisions, and even the nomenclature, as compared to the old Act of 1960. The Tamil Nadu Buildings (Lease and Rent Control) Act, 1960, has been replaced by the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, thereby transforming the concept of statutory tenancy into a regime based on contractual tenancy with mutual rights and responsibilities. Consequently, there is a paradigm shift from statutory tenancy to contractual tenancy.



7.5. Similarly, there is a significant change in the applicability of the Act.

Under the earlier Act, its application was confined to notified urban areas and did not extend to rural regions. However, the new Act applies to both rural and urban areas. Further, with regard to non-applicability, a proviso has been incorporated granting liberty to certain institutions, which are otherwise exempt, to opt into the jurisdiction of the Act by making an appropriate application. The definition clause has also undergone substantial changes. The term “building” used in the earlier Act has been replaced with “premises.” In addition, several new terms have been introduced and defined, including rent, tenancy agreement, property manager, Rent Authority, Rent Court, rent payable, and Rent Tribunal. The concepts of sub-tenancy and urban area have also been clarified with meanings distinct from those under the 1960 Act. As far as tenancy is concerned, there is a clear paradigm shift. Under the earlier Act, oral tenancies and monthly tenancies were recognised. Under the new Act, tenancy must be based on a written and registered agreement, and non-registration has legal consequences. The period of tenancy is now expressly governed by Section 5 of the Act, leaving it to the discretion of the parties to determine the duration of the tenancy.

8. There is a complete paradigm shift in the aspect of rent under the new Act. Under the earlier regime, rent fixation was subject to statutory control.



However, under the present Act, the concept of fixation of fair rent has been entirely dispensed with, and the determination of rent is left to the mutual

agreement of the parties, including provisions for periodic revision, in accordance with Sections 8 and 9. In cases where rent requires determination, the Rent Authority is empowered to fix the same primarily on the basis of the tenancy agreement. Thus, the statutory mechanism of unilateral rent fixation has been replaced by a contract-based framework. Further, the earlier practice relating to the collection of advance amounts has been substantially altered. The Act now restricts the security deposit to a maximum of three months' rent, thereby eliminating the earlier unregulated system of advance collection. Another significant shift is the codification of the duties and obligations of both landlord and tenant. The Act provides a structured framework enabling both parties to approach the authorities constituted under the Act for enforcement of their respective rights and obligations. The most material change, however, relates to the repossession of premises by the landlord. Under Chapters IV and V, particularly Section 21, the Act introduces a complete departure from the earlier grounds of eviction available under the 1960 Act. The grounds for eviction have been exhaustively redefined, marking a clear paradigm shift. Under the new regime, eviction is primarily governed by the terms of the registered tenancy agreement. The grounds are now limited and include, inter alia, non-registration of the agreement (in respect of tenancies created prior to



the commencement of the Act), non-payment of arrears of rent, misuse of the premises, and the requirement for carrying out repairs. Significantly, several grounds that were available under the earlier Act—such as eviction for personal occupation and demolition and reconstruction—have been either modified or omitted within this framework.

9. The new Act replaces the earlier protective regime with a system based on contractual tenancy, incorporating defined rights and responsibilities for both landlords and tenants. Consequently, the institutional structure has also been reconstituted. The earlier hierarchy of Rent Controller, Rent Control Appellate Authority, and the revisional jurisdiction of the High Court has been replaced by a new mechanism consisting of the Rent Authority, Rent Court, and Rent Tribunal. A notable departure is the absence of a revisional power akin to that available under the old Act. This indicates a legislative intent to streamline adjudication and reduce prolonged litigation.

10. The new Act expressly bars the jurisdiction of civil courts in respect of matters entrusted to the authorities constituted under the Act. This marks a clear departure from the earlier regime. Under the 1960 Act, issues falling outside its scope could still be agitated before the civil courts, and such jurisdiction was not comprehensively excluded. In contrast, the present Act



creates a self-contained adjudicatory mechanism and restricts the role of civil courts in order to ensure expeditious resolution of disputes. In effect, across all material aspects, the new Act represents a paradigm shift from the earlier law. Its underlying objective is to transform the landlord–tenant relationship into a contract-based framework, defining reciprocal rights and responsibilities. This restructuring is intended to achieve a dual purpose: to facilitate a faster and more efficient process for repossession of premises by the landlord, while simultaneously safeguarding the legitimate rights and interests of tenants.

11. In order to consider the issue, this Court went through the entire provision of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (herein after called as TNRRRLT Act, 2017) and the Tamilnadu Regulation of Rights and Responsibilities of Landlords and Tenants Rules, 2019, (Herein after called as TNRRRLT Rules, 2019) and made the comparative study of TNRRRLT Act, 2017 and various amendments brought to the said TNRRRLT Act, 2017 vis-a-vis the earlier Act, namely, Tamilnadu Buildings (Lease and Rent Control) Act, 1960 (herein after called as old Act, 1960) and had the privilege of reading about 235 cases decided by this Court under the new Act.

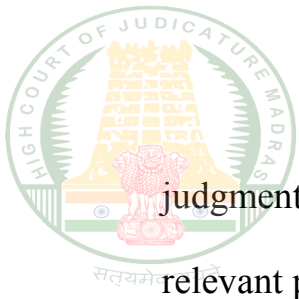
12. The Act was introduced with the specific objective of imposing an



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obligation on both the landlord and the tenant to enter into a written and registered tenancy agreement. A central feature of the 2017 Act is the mandatory requirement of a written and registered tenancy agreement. This requirement must be construed not as a mere procedural formality, but as the **cornerstone of the statutory scheme. The requirement of registration is a shield of certainty, not a sword of eviction. To invert its function is to subvert the statute.** However, the obligation to register cannot be interpreted in isolation or imposed unilaterally. It is a **conjoined statutory duty**, binding on both landlord and tenant. At the heart of the 2017 Act lies the insistence on a written and registered tenancy agreement. This is not a pedantic procedural fetish. It is the **soul of the statutory scheme**—the instrument through which certainty replaces conjecture, and transparency displaces the twilight of informal dealings.

13. The constitutional validity of the Act was challenged before the First Bench of the Madras High Court in a batch of writ petitions. In the case of *Balaji v. Principal Secretary to Government* reported in **2024 (2) LW819**, the First Bench of this Court upheld the validity of the Act and held that registration of the tenancy agreement is mandatory and Sections 4 and 4-A of the TNRRRLT Act, 2017, are to be read down so as to restrict their operation only for the purposes of the Act, as delineated in paragraph 15.2 of the

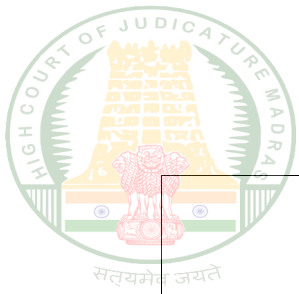


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judgment. The remaining provisions of the Act were declared valid and the relevant paragraph of the judgment as follows:

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<i>Paragraph Nos.15 to 15.2</i>	<i>Paragraph No.20</i>
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15. As far as the Registration Act, 1908 is concerned, it is a Comprehensive legal Framework that governs the registration of various documents in India. It aims to ensure the authenticity and reliability of such documents, particularly those related to immovable property. The Act creates an establishment of Registration Authority including the Inspector General of Registration and Registrars and Sub-Registrars for managing registrations District-wise. It provides for Compulsory Registration of certain documents, especially those related to the transfer of immovable property. The same is to validate the documents legally and ensure that they are Public records.

15.1. The Registration Act also provides for optional registration of certain documents. The Act lays down detailed procedures in respect thereof. While considering the arguments relating to the repugnancy of the impugned enactment with the Registration Act, it can be seen that the impugned enactment does not in any manner deal with the registration before the Registrar and the Sub-Registrars under the Act. It does not deal with or meddle with in any manner, the Compulsory Registration of the documents or its procedure and the duty payable, etc. It only provides that such Registered documents be also placed before the Rent Authority, to maintain the record of Tenancy. The purpose is to provide a speedy remedy under the Act. There is no conflict, as the field of operation is neither identical nor overlaps. It can be seen that the Registration before the Rent Authority under Section 4 and the consequences provided thereof under Section 4-A exceed the purpose for which the provisions were introduced and read as if they are general in nature. To read the provisions harmoniously alongside the Central enactments of Transfer of Property Act and the Registration Act, it is necessary to read down the provisions restricting its scope only in respect of the impugned enactment alone and their applicability only concerning Rent Authority/Rent Court/Rent Tribunal alone. We do so accordingly.

15.2. Section 4(1) opens with the phrase “Notwithstanding anything contained in this Act or any other law for the time being in force” is read down to mean “For the purposes of this Act” and the same would control the rest of the provisions in Section 4. Similarly Section 4-A, which opens up as “No document required to be Registered under sub-section (3) of Section 4 shall, unless it has been Registered..” is read down to mean as “For the purposes of this Act, no document required to be Registered under sub-section (3) of Section 4, shall, unless it has been Registered,..”. As a matter of fact even though the term ‘Registration’ is used, it is in the sense of the term ‘presentation’ before the Authority for the purposes of upkeep of the Tenancy record and providing remedy under the Act. Once the said provisions are read down, there would be no conflict whatsoever.

20. In the result, the Writ Petitions are disposed of, on the following terms:

- (i) Sections 4 & 4-A of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (Tamil Nadu Act 42 of 2017) are read down to restrict their operation only for the purposes of the Act (Tamil Nadu Act 42 of 2017) as delineated in Paragraph 15.2 supra;
- (ii) The rest of the provisions of the impugned enactment are declared to be valid.



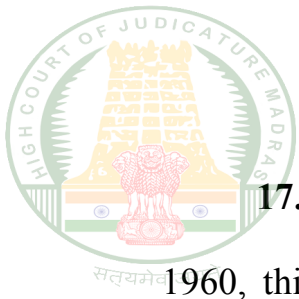
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14. In fine, the First Bench categorically held that registration of the tenancy agreement is essential for invoking the provisions of the Act. However, failure to enter into a registered tenancy agreement does not render the landlord remediless; the landlord retains the right to approach the competent Civil Court.

15. The comparison in juxtaposition the object of the old Act and new Act:

<i>TNRRRLT Act 2017</i>	<i>Old Act, 1960</i>
As Act to establish a framework for the regulation of rent and to balance the rights and responsibilities of landlords and tenants and to provide fast adjudication process for resolution of disputes, and matters connected therewith or incidental thereto.	An Act to amend and consolidate the law relating to the regulation of the letting of residential and non-residential buildings and the control of rents of such buildings and the prevention of unreasonable eviction of tenants therefrom in the State of Tamil Nadu.

16. From the above, it is clear that the object of the New Act, is to transform conventional oral tenancies and unregistered lease agreements into written and registered agreements. This was intended to reduce litigation and enable expeditious resolution of disputes relating to rent, revision of rent, and other tenancy-related issues, which otherwise consumed considerable time under the earlier rent control regime.



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17. Unlike the earlier Tamilnadu Building (lease and Rent Control) Act, 1960, this new Act is applicable to all villages as defined in clause (36) of Section 2 of the Tamilnadu Panchayats Act, 1994. The Act provided three tier mechanism for adjudication, namely, (i) rent authority, (ii) rent Court and (iii) rent Tribunal. There is no provision for preferring revision as existed in the earlier Act, under Section 25 of the Tamilnadu Building (lease and Rent Control) Act, 1960. Therefore, available remedy after the Tribunal order is to approach this Court under Article 227 of the Constitution of India. Therefore, change of the nomenclature of the old Act, 1960 into the new Act, as Tamilnadu Regulation of rights and responsibilities of Landlords and Tenants (Amendment) Act, 2019 itself has its own significance. The Act was modulated with provision of the rights and responsibilities of landlords and tenants.

18. To consider the reference in this case, it is relevant to extract the following provisions and various forms which are incorporated in the Act and Rules:

2. Definitions.

- *In this Act, unless the context otherwise requires,-*
- *(a) "agreement" or "tenancy agreement" means the written agreement executed by the landlord and the tenant as required under this Act;*



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3. Act not to apply to certain premises.

- *Nothing in this Act shall apply to*
 - *(a) any premises owned or promoted by the Central or State Government or Local Authority or a Government undertaking or enterprise or a statutory body or cantonment board;*
 - *(b) premises owned by a company, university or organization given on rent to its employees as part of service contract;*
 - *(c) any premises owned by religious or charitable institutions as may be specified by the Government, by notification;*
 - *(d) any premises owned by Waqf registered under the Waqf Act, 1995 (Central Act 43 of 1995) or to any trust registered under the Indian Trusts Act, 1882 (Central Act 02 of 1982);*
 - *(e) any other building or category of buildings specifically exempted in public interest by the Government, by notification:*
- ***Provided that any owner of the premises falling under clauses (a) to (d) wishes that the tenancy agreement entered into by them be regulated under the provisions of this Act, they may inform the Rent Authority of their desire to do so at the time of information of the tenancy agreement under section 4 of this Act.***



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4. Tenancy Agreement.

(1) Notwithstanding anything contained in this Act or any other law for the time being in force, no person shall, after the commencement of this Act, let or take on rent any premises except by an agreement in writing, which shall be informed to the Rent Authority by the landlord and tenant jointly, in the form specified in the First Schedule.

(2) Where, in relation to a tenancy created before the commencement of this Act,—

(a) an agreement in writing was already entered into, it shall be informed to the Rent Authority;

(b) no agreement in writing was entered into, the landlord and the tenant shall enter into an agreement in writing with regard to that tenancy, and inform the Rent Authority, in the form specified in the First Schedule:

Provided that where the landlord and the tenant fail to present jointly a copy of tenancy agreement under clause (a) or fail to reach an agreement under clause (b), such landlord and the tenant shall separately file the particulars about such tenancy.

(3) Every agreement referred to in sub-section (1) or required to be executed under sub-section (2) shall be in such manner and within such period as may be prescribed.

4A. Effect of non-registration- *No document required to be registered under sub-section (3) of*



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Section 4 shall, (a) not impacting any immovable property included therein, (b) not granting any authority to adopt, or (c) not admissible as proof of any transaction impacting such property or granting any right unless it has been registered,-

5. Period of tenancy.

(1) All tenancies entered into after the commencement of this Act shall be for a period as agreed between the landlord and the tenant and as specified in the tenancy agreement.

(2) The tenant may approach the landlord for renewal or extension of the tenancy, within the period agreed to in the tenancy agreement, prior to the end of tenancy period and if agreeable to the landlord may enter into a new tenancy agreement with the landlord on mutually agreed terms and conditions.

(3) If a tenancy for a fixed term ends and has not been renewed or the premises have not been vacated by the tenant at the end of such tenancy, the tenancy shall be deemed to be renewed on a month-to-month basis on the same terms and conditions as were in the expired tenancy agreement, for a maximum period of six months.

12. Agreement to be given to the tenant.

After the tenancy agreement has been signed by both the landlord and tenant, the landlord shall give one original signed and registered agreement to the tenant within fifteen days of the agreement being signed by them



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in the manner as may be prescribed.

21. Repossession of the Premises by the Landlord.

(1) A tenant shall not be evicted during the continuance of tenancy agreement except in accordance with the provisions of sub-section.

36. Procedure of Rent Court and Rent Tribunal

(1) Subject to any rules that may be made under this Act, the Rent Court and the Rent Tribunal shall not be bound by the procedure laid down by the Code of Civil Procedure, 1908, but shall be guided by the principles of natural justice and shall have power to regulate their own procedure, and the Rent Court shall follow the following procedure, namely –

(a) the landlord or tenant may file an application before the Rent Court accompanied by affidavits and documents, if any;

(b) the Rent Court then shall issue notice to the opposite party, accompanied by copies of application, affidavits and documents;

(c) the opposite party shall file a reply accompanied by affidavits and documents, if any, after serving a copy of the same to the applicant;

(d) the applicant may file a rejoinder, if any, after serving the copy to the opposite party;

(e) the Rent Court shall then fix a date of hearing and may hold such summary inquiry as it deems necessary.



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(2) In every case, before the Rent Court and the Rent Tribunal the evidence of a witness shall be given by affidavit. However, the Rent Court and the Rent Tribunal, where it appears to it that it is necessary in the interest of justice to call a witness for examination or cross-examination, such witness can be produced and may order attendance for examination or cross-examination of such a witness.

(3) The provisions of the Code of Civil Procedure, 1908 regarding service of summons shall be applicable mutatis mutandis for service of notice by the Rent Court or Rent Tribunal.

(4) Every application or appeal, shall be, as far as possible in the forms as may be prescribed.

(5) The Rent Court shall not ordinarily allow more than three adjournments at the request of a party throughout the proceedings and in case it decides to do so, it shall record the reasons for the same in writing and order the party requesting adjournment to pay the reasonable cost.

(6)(a) All applications under clauses (a), (b), (c), (e), (f) and (h) of sub-section (2) of section 21 shall be decided within 90 days of filing of application to the Rent Court.

(b) Applications under clauses (d) and (g) of sub-section (2) of section 21 shall be decided within 30 days of filing of application to the Rent Court.



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40. Jurisdiction of civil courts barred in respect of certain matters.

(1) Save as otherwise provided in this Act, no civil court shall entertain any suit or proceeding in so far as it relates to the provisions of this Act.

(2) The jurisdiction of the Rent Court shall be limited to tenancy agreement submitted to it as per First Schedule and the question of title and ownership of premises shall be beyond its jurisdiction.

19.Tamil Nadu Regulation of Rights and Responsibilities of Landlord and Tenant Rules 2017:

3. Making of an application and timelines to be followed for registration of tenancy agreement.

(1) Every tenancy agreement shall be registered with the Rent Authority as required under Section 4.

(2) Every tenancy agreement entered into between the parties after the commencement of the Act shall be registered with the Rent Authority within ninety days from the date of execution of such an agreement.

(3) Every tenancy agreement to be entered into, as required in sub-section (2) of section 4 of the Act shall be registered with the Rent Authority within ninety days from the date of execution of such tenancy agreement.

(4) Every tenancy agreement in writing already entered into before the commencement of the Act shall be



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registered with the Rent Authority within ninety days from the date of publication of these rules in the Tamil Nadu Government Gazette.

(5) The Rent Authority shall, upon receipt of the application in the form specified in the First Schedule to the Act, verify the name, identity and address of the parties and register the tenancy agreement and grant Tenancy Registration Number ("T.R. No.") within thirty days from the date of submission of such application.

(6) The Rent Authority shall upload the name of the parties, details of the premises and tenure of the tenancy in Form I on its website within fifteen days from the date of registration.

8. Procedure to be followed for making application before the Rent Authority.

(1) An application made to the Rent Authority under section 9, 14, 15 or 20 of the Act shall be made by the applicant in person or by the agent in Form IV accompanied by affidavits and documents, if any.

(2) On receipt of the application, the Rent Authority shall issue notice requiring the opposite party to file his reply statement, if any, within fifteen days of the service of notice as to why the relief prayed for should not be granted:

Provided that where the opposite party fails to file the reply statement within the said period of fifteen days, he shall be allowed to file the same within such further period as may be specified by the Rent Authority, for



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reasons to be recorded in writing, but which shall not be later than thirty days from the date of service of notice.

(3) Every notice served by the Rent Authority on the Opposite Party shall be accompanied by a copy of the Application.

Form-IV

[See rule 8(1)]

Application filed before the Rent Authority

Before the Rent Authority []

In the matter of Tenancy registered under T.R. No. []

A. Name of the Applicant(Add description and the residential address on which the service of notices is to be effected on the Applicant)

... Applicant

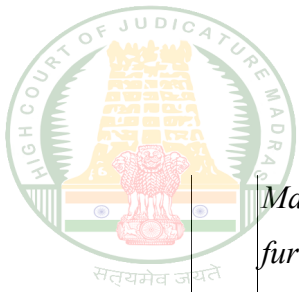
Versus

B. Name of the Opposite Party(Add description and the residential address on which the service of notices is to be effected on the Opposite Party)

.... Opposite Party

Details of Application:

1.	<i>Particulars of violation against which the present application is made:</i>	<i>:</i>
2.	<i>Jurisdiction of the Rent Authority (The applicant declares that the subject matter of this application is within the jurisdiction of the Rent Authority)</i>	<i>:</i>
3.	<i>Facts of the case (Give here a concise statement of facts in a chronological order, each paragraph containing as nearly as possible a separate issue or fact).</i>	<i>:</i>
4.	<i>Grounds for relief :</i>	<i>:</i>



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5.	<i>Matters not previously filed or pending with any other court (The applicant further declares that he/she had not previously filed any application, petition, writ petition or suit regarding the matter in respect of which this application has been made, before any court or any other authority or any other Bench of the any tribunal nor any such application, writ petition or suit is pending before any of them. In case the applicant has previously filed any such application, writ petition or suit, the details of the pendency of such cases filed; or if disposed, the decisions of such cases to be enclosed.)</i>	:
6.	<i>Relief sought:(In view of the grounds mentioned in para 4 above, the applicant prays for the following relief(s)):- (Specify below the relief(s) sought explaining the grounds for such relief(s) and the legal provisions, if any, relied upon).</i>	:
7.	<i>Interim order, if any prayed for: Pending final decision on the application, the applicant seeks the following interim relief:(Give here the nature of the interim relief prayed for).</i>	:
8.	<i>List of enclosures :1.2.3.</i>	:

*Verification.....(Name of the Applicant)
S/o./W/o./D/o....., aged....., residing
at....., do hereby verify that the contents of
paras..... to.....are true to my personal knowledge
and paras.....to..... believed to be true on legal
advice received and I hereby declare that I have not suppressed
any material facts.*

Date:.....

Signature of the Applicant

Place:.....

20. Section 4 (3) mandates and obligates that every agreement referred to Sub Section 4(1) (*tenancy commenced after the commencement of the Act*) and Sub Section 4(2) (*tenancy created before the commencement of this Act*) shall



be registered by the landlord or tenant by making the application in the form specified in the first schedule within a period of 90 days from the date of the execution of such agreement as stated in Sub Rule 3(2) of the TNRRRLT Rules 2019 and the prescribed format was mentioned in the first scheduled in the Act itself which reads as follows:

3. The First Schedule.

4. (See section 4)

5. Form for Information of Tenancy.

To,

The Rent Authority

(Address)

1. Name and Address of the Landlord:

2. Name and Address of the Property Manager (if any):

3. Name(s) and Address of the Tenant, including email id and contact details:

4. Description of previous tenancy, if any:

5. Description of premises let to the tenant including appurtenant land, if any:

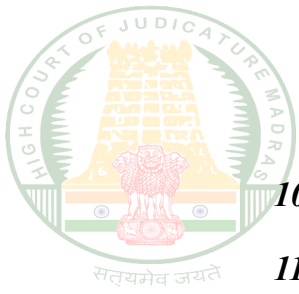
6. Date from which possession is given to the tenant:

7. Rent payable as in Section 8:

8. Furniture and other equipment provided to the tenant:

9. Other charges payable:

(a)Electricity: (b)Water: (c)Extra furnishing, fittings and fixtures: (d)Other services:



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10. Attach rent/lease agreement, if any :

11. Duration of tenancy (Period for which let) :

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<i>Name and Signature of Landlord</i>	<i>Name and Signature of Tenant</i>
---	---

21. Sub Section 4 (4) of the Act, shall mandate the rent authority to register the agreement subject to the provision of this Act (TNRRRLT Act 2017) and Rules (TNRRRLT Rules 2019) within a period of 30 days from the date of receipt of the application under Sub Section 4(3) of the TNRRRLT Act, 2017 and provide the registration number, namely, T.R.No.--- and further, Sub Section 4(6) mandates the rent authority to upload the said registered rental agreement on its website within a period of 15 days from the date of registration of the Act, in the following form:

Form-I

[See rules 3(6) and 5(2)]

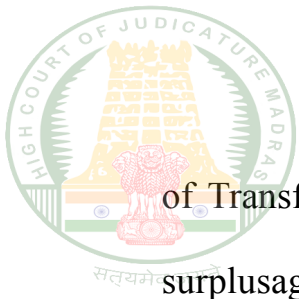
Information to be updated on the website and details to be updated on the website



Serial Number (to be generated by Authority)	TR.No. (to be generated by Authority)	Description of the Premises	Name and Address of the (a) Land Lord (b) Property Manager (if any)	Name and Address of the Tenant	Duration of the Tenancy Period	Date of Tenancy Agreement	Expiry of Earlier Termination of Tenancy as per Rule 5(2) if (applicable)
1	2	3	4	5	6	7	8

22. The Said “*Purported T.R.No.-----*” is the entry pass to approach the rent authority, rent Court, and rent Tribunal which was clear from the forms prescribed under the Rule 8(1), Rule 10, and Rule 11, Rule 12(1) ie., Form (IV), Form (V), Form (VI) and Form (VII) respectively.

23. As regards the duration of tenancy, the Act does not prescribe any minimum or maximum period. The same is left to the contractual discretion of the landlord and tenant. Consequently, the general requirement under the Registration Act, 1908, read with the Transfer of Property Act, 1882, mandating registration of leases exceeding one year, cannot be mechanically applied in the context of this special enactment. In this aspect, it is relevant to refer the Hon'ble Seven Judges of the Constitution Bench of the Supreme Court in the case of *V.Dhanapal Chettiar vs. Yesodai Ammal* reported in *1979 4 SCC 214*, in which interpreting the rent control eviction Act, relating to the applicability of the 106 TP Act, held that no notice to quit was necessary under Section 106



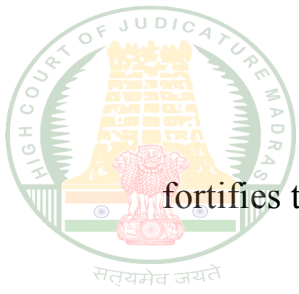
of Transfer of Property Act, on the reasoning that giving the notice is mere surplusage, under the State Rent Acts. The said principle is also applicable in this context also.

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24. Further, the Government itself issued notification dated 20.03.2020 under Section 9 of the Indian Stamp Act, and Section 78 of the Registration Act and fixed the stamp duty for registration by incorporating the amendment to the said Act, which reads as follows:

<i>Stamp Act</i>	<i>Registration Act</i>
In exercise of the powers conferred under clause (a) of Sub-Section (1) of Section 9 of the Indian Stamp Act, 1899 (Central Act II of 1899), the Governor of Tamil nadu hereby reduces the duty chargeable under the said Act in respect of instruments of lease, including an under lease or sub-lease and any agreement to let or sub-let for residential purpose, where the period of such lease is up to five years to the extent of 25 paise for every Rs.100 or part thereof, of the amount of total rent, fine, premium or advance, if any, payable.	In the said Table of Fees, in Article 1, to clause (e), the following proviso shall be inserted, namely:- Provided that, in case of instruments of lease including an under lease or sub-lease and any agreement to let or sub-let for residential purpose, where the period of such lease is up to five years, the registration fee shall be levied at the rate of 25 paise for every Rs.100 or part thereof, of the amount of total rent, fine, premium or advance, if any, payable, subject to a maximum of Rs.5,000/-(Rupees Five thousand Only).

25. It is a well-settled principle of statutory interpretation that a special law prevails over a general law (*generalia specialibus non derogant*). Further, the presence of overriding clauses—particularly Sections 4, 30, and 40—



fortifies the legislative intent to give primacy to the provisions of the Act.

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26. The statute has also contemplated a situation, where the agreement expires the period of tenancy agreed expires, but not extended-Section 21 reads as below:

21. (1) A tenant shall not be evicted during the continuance of tenancy agreement except in accordance with the provisions of sub-section (2).

(2) The Rent Court may, on an application made to it in the manner as may be prescribed, make an order for the recovery of possession of the premises on one or more of the following grounds, namely:— (a) that the landlord and tenant have failed to agree to the rent payable under section 8;

(b) that the tenant has not paid the arrears in full of rent payable and other charges payable as specified in sub-section (1) of section 13 for two months, including interest for delayed payment as may be specified for in the tenancy agreement or as prescribed, as the case may be, within one month of notice of demand for the arrears of such rent and all charges payable being served on him by the landlord in the manner provided in sub-section (4) of section 106 of the Transfer of Property Act, 1882:

Provided that no order for eviction of the tenant on account of default of payment of rent shall be passed, if the tenant makes payment to the landlord or deposits with the Rent Court all arrears of rent including interest within one month of notice being served on him:

Provided further that this relief shall not be available



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again, if the tenant defaults in payments of rent consecutively for two months in any one year subsequent to getting relief once;

(c) that the tenant has, after the commencement of this Act, parted with the possession of whole or any part of the premises without obtaining the written consent of the landlord;

(d) that the tenant has continued misuse of the premises even after receipt of notice from the landlord to stop such misuse.

Explanation.—For the purpose of this clause, “misuse of premises” means encroachment of additional space by the tenant or use of premises which causes public nuisance or causes damage to the property or is detrimental to the interest of the landlord or for an immoral or illegal purposes;

(e) that the premises or any part thereof are required by the landlord for carrying out any repairs or building or rebuilding or additions or alterations or demolition, which cannot be carried out without the premises being vacated:

Provided that the re-entry of the tenant after such repairs, building, rebuilding, addition, alteration or demolition shall be allowed only when it has been mutually agreed to between the landlord and the tenant and the new tenancy agreement has been submitted with the Rent Authority:

Provided further that re-entry of the tenant shall not be allowed in the absence of such mutual agreement submitted with the Rent Authority and also in cases where the tenant has been evicted under the orders of the Rent Court;

(f) that the premises or any part thereof are required by



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the landlord for carrying out any repairs, building, rebuilding, additions, alterations or demolition, for change of its use as a consequence of change of land use by the competent authority;

(g) that the premises let for residential or non-residential purpose are required by the landlord for occupation for residential or non-residential purposes for himself or for any member of his family or for any person for whose benefit the premises were held and the landlord or such person is not in possession of any suitable accommodation within the same urban area;

(h) that the tenant has given written notice to quit and in consequence of that notice, the landlord has contracted to sell the accommodation or has taken any other step, as a result of which his interests would seriously suffer if he is not put in possession of that accommodation.

(3) In any proceedings for eviction under clause (e) of sub-section (2), the Rent Court may allow eviction from only a part of the premises, if the landlord is agreeable to the same.

27. Upon a conjoint reading of the above Sections and Rules, the following requirements emerge:

After the commencement of the Act, every tenancy agreement—whether created prior to or after such commencement—must be registered with the Rent Authority. Every tenancy must be reduced into writing and must contain essential terms such as the identity of the parties, the rent, the duration of tenancy, the mechanism



for revision of rent, and the purpose of the tenancy.

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28. In respect of tenancies created after the commencement of the Act, the agreement must be registered within 90 days from the date of execution. In the case of tenancies existing prior to the commencement of the Act, the agreement was required to be registered within 575 days from the date of publication of the Act, as extended by G.O. Ms. No. 14 dated 06.01.2020 (earlier fixed at 275 days).

29. Thus, all tenancy agreements executed after the commencement of the Act must be registered within 90 days, while pre-existing tenancies were required to be registered within the extended period of 575 days from 06.01.2020.

30. Since the Act is aimed at ensuring the speedy resolution of landlord–tenant disputes, it provides a summary mechanism for adjudication. In furtherance of this objective, the Act mandates that every tenancy agreement shall be in writing and duly registered. The Act also designates a specific registering authority for this purpose. Subsequently, the Government has issued several guidelines to facilitate registration in a user-friendly manner, including provisions for online registration.



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31. It is a settled principle of statutory interpretation that, in the event of any inconsistency between a definition clause and the substantive provisions of an enactment, the substantive provisions shall prevail, as definitions are subject to the context unless otherwise expressly provided.

32. Although the definition of “tenant” under the Act does not expressly incorporate the requirement of registration, the substantive provision under Section 4 mandates registration of the tenancy agreement. Therefore, compliance with Section 4 is a condition precedent for invoking the jurisdiction of the Rental Authority.

33. Consequently, notwithstanding the absence of any reference to registration in the definition of “tenant,” an unregistered tenancy agreement cannot be relied upon to seek relief before the Rental Authority, as the substantive provision under Section 4 overrides the definition clause.

34. In such circumstances, when a statute prescribes a particular procedure for doing an act, the same must be carried out strictly in the manner so prescribed. This principle, well established in Taylor v. Taylor, has been consistently followed and reiterated by the Supreme Court of India in several



decisions, including those reported in (2023) 10 SCC 461 and (2023) 8 SCC

713. The settled position of law is that where a statute requires a thing to be done in a particular manner, it must be done in that manner alone or not at all.

34.1. Applying the above principle, this Court holds that when the Act provides a specific mechanism for the speedy resolution of disputes, and when the authorities under the Act are expected to act expeditiously, both landlords and tenants are duty-bound to adhere to the statutory requirements. Where the Act prescribes certain conditions for invoking its provisions, such conditions must be strictly adhered to.

35. In this regard, the Act specifically mandates that, after its commencement, every tenancy agreement shall be reduced into writing and registered before the Rent Authority. In respect of tenancies existing prior to the commencement of the Act, a transitional period of 575 days from 06.01.2020 was provided for registration. Therefore, it is incumbent upon every landlord to comply with these requirements in order to invoke the eviction provisions under the Act.

36. However, in view of subsequent amendments and judicial interpretations, a divergence of opinion has arisen regarding the maintainability



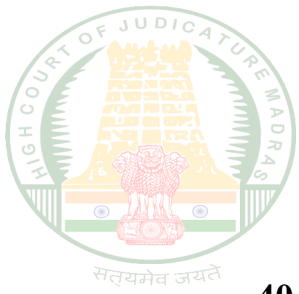
of Rent Lease Original Petitions (RLOPs) before the Rent Authorities.

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37. Initially, Rent Authorities were returning eviction petitions filed under Section 32 of the Act on the ground that such petitions were not maintainable in the absence of a registered tenancy agreement.

38. In this context, a learned Single Judge of the Madras High Court, in V. Manimeghalai v. Selvaraj Kannan, while interpreting Sections 4(3) and 4-A of the Act, held that mere non-registration of a tenancy agreement would not render the Rent Control proceedings itself non-maintainable. It was further held that, particularly in respect of tenancies created prior to the commencement of the Act (i.e., on or before 22.02.2019), the Rent Authority has no jurisdiction to return the petition solely on the ground of non-registration. Accordingly, directions were issued to all Rent Authorities to number such petitions without insisting upon a registered tenancy agreement.

39. Pursuant to the said judgment, Rent Authorities entertained eviction petitions even in the absence of registered tenancy agreements.

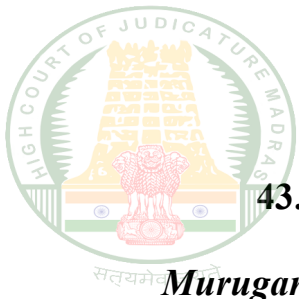


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40. However, subsequently, another learned Single Judge of this Court, in Jayalakshmi v. Kumaresan, took a contrary view and upheld the action of the Rent Controller in returning an unnumbered RLOP on the ground that no written tenancy agreement existed. The learned Judge rejected the contention that the landlord was willing to execute a written agreement but the tenant had refused, holding that such circumstances would not dilute the statutory mandate. It was observed that, irrespective of the reason, the absence of a written agreement in terms of Section 4(1) of the Act is fatal to the maintainability of proceedings under the Act.

41. Thus, the learned Judge held that strict compliance with the provisions of the Act is necessary for entertaining applications under the Act.

42. In the absence of a registered written tenancy agreement, as required under Section 4 of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, no petition is entertainable before the Rent Authority under the said Act. However, the landlord is at liberty to approach the competent Civil Court for seeking appropriate relief.

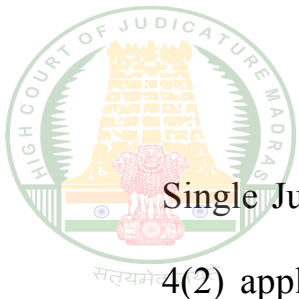


43. Thereafter, a learned Single Judge of this Court, in **S.**

Muruganantham v. J. Joseph, undertook an elaborate analysis of the entire Act and classified tenancies into distinct categories. It was held that, in respect of tenancies created after the commencement of the Act, the tenancy agreement must necessarily be in writing and registered, failing which the Rent Authority would lack jurisdiction. However, insofar as tenancies—whether oral or written—created prior to the commencement of the Act and continuing thereafter are concerned, it was held that eviction proceedings would be maintainable by virtue of Section 21(4) of the Act.

44. Contrary to the said view, another learned Single Judge of this Court, in Andal v. Lawrence Swami Das, held that a tenancy petition is maintainable even in cases where the tenancy commenced after the Act, notwithstanding the absence of a registered tenancy agreement. The learned Judge interpreted Section 4(2) as being applicable only to tenancies created prior to the commencement of the Act and held that Section 21(2)(a) provides an independent ground for eviction in cases where there is failure to enter into a tenancy agreement. It was therefore concluded that there is no absolute bar in entertaining such petitions.

45. In another decision, in ***Lalit Kumar v. Premula Jain***, a learned

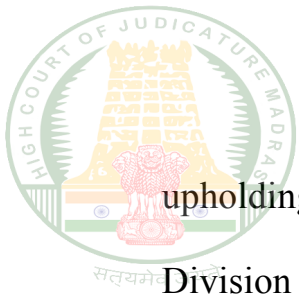


Single Judge of this Court, after an elaborate consideration, held that Section

4(2) applies to tenancies created prior to the commencement of the Act and continued thereafter without registration even after the transitional period of 575 days. In such cases, it was held that the Rent Authority would have no jurisdiction to entertain eviction proceedings, and such proceedings would be liable to be set aside. The said view is stated to have been affirmed by the Hon'ble Supreme Court of India.

46. Subsequently, in a batch of Civil Revision Petitions (CRP.Nos.4509 to 4511 of 2024), another learned Judge of this Court, after detailed consideration of the statutory provisions and earlier precedents including the case of *Muruganantham*, held that registration of the tenancy agreement is not a sine qua non for conferring jurisdiction upon the Rent Authority, and upheld eviction orders passed by the Courts below. The contention of the tenant regarding non-maintainability was rejected. The learned Judge also dealt with the issue of alleged premature eviction proceedings and held that registration was not mandatory in such circumstances. This view was reiterated in subsequent cases.

47. Ultimately, in C.R.P.No. 941 of 2023 (order dated 24.06.2025), the same learned Judge, while considering the effect of the First Bench decision



upholding the validity of the Act, directed that the matter be placed before a Division Bench for authoritative clarification.

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48. In the above backdrop, the present reference has been made to resolve the conflict as to whether registration of a tenancy agreement is a mandatory prerequisite for numbering and entertaining Rent Lease Original Petitions (RLOPs).

49. In the considered opinion of this Court, having regard to the object of the Act, the clear statutory mandate, and the purpose underlying the requirement of a written and registered tenancy agreement, it is held that such registration is mandatory for invoking the jurisdiction of the Rent Authority under the Act, whether the tenancy was created prior to or after the commencement of the Act. This conclusion is further fortified by the fact that the extended transitional period of 575 days, granted for registration of pre-existing tenancies from 06.01.2020, has already expired.

50. Therefore, it is incumbent upon all landlords to ensure compliance with the requirement of entering into and registering tenancy agreements within the prescribed period. In the absence of such compliance, recourse under the



provisions of the Act is not available.

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51. It is the mandated duty of the landlord to enter into a written and registered tenancy agreement, as required under Section 4 of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, in order to invoke the jurisdiction of the Rent Authorities. This requirement applies both to tenancies created after the commencement of the Act and to tenancies that existed prior thereto.

52. Since the transitional period of 575 days provided for registration of pre-existing tenancies has already expired, it follows that, as on date, for entertaining any eviction proceedings or other proceedings before the Rent Authority, the existence of a registered tenancy agreement is a sine qua non. This requirement is also evident from the statutory forms prescribed under the Act, which mandate that any application before the Rent Authority shall be accompanied by a registered tenancy agreement.

53. Having regard to the conflicting judicial views and the multiple amendments introduced by the legislature, which have led to uncertainty in the interpretation of the provisions, this Court deems it appropriate to conclusively settle the position of law by holding that the requirement of registration is



mandatory.

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54. From a cumulative reading of the judicial precedents rendered under the various provisions of this Act, the following position emerges with clarity. The principal disputes that arose for adjudication largely pertained to questions of fact—namely, (i) the quantum of rent, (ii) the purpose of tenancy, (iii) the existence of sub-tenancies, and, most significantly, (iv) the applicability of the Act in the absence of a registered tenancy agreement, particularly in the context of Section 21(4).

55. The legislative scheme, in mandating a written and registered tenancy agreement, is evidently designed to curtail prolonged factual adjudication that was prevalent under the earlier regime. The requirement of registration seeks to bring certainty to essential terms such as rent, purpose of letting, duration of tenancy, and revision of rent. By reducing factual controversies, the Act advances its object of ensuring expeditious adjudication and facilitating speedy recovery of possession by the landlord.

56. Simultaneously, the statute incorporates a protective mechanism for tenants. For instances where the landlord fails to adhere to the terms of the



registered agreement, the tenant is entitled to seek redress before the prescribed authority on the basis of such written terms. Thus, the statutory framework balances the rights and obligations of both parties while anchoring them to a formal, registered instrument.

57. The legislative intent is further reinforced by Section 21(2), which provides only a limited transitional window in respect of tenancies created prior to the commencement of the Act. This transition period, though extended from time to time, ultimately culminated in a maximum period of 575 days. Upon the expiry of the said period, the statutory mandate becomes unequivocal: any tenancy, whether created prior to or subsequent to the Act, must be supported by a registered agreement to invoke the jurisdiction of the authorities constituted under the Act.

58. This Court, upon examination of the statutory provisions, holds that a registered tenancy agreement is mandatory for entertaining eviction proceedings or any other proceedings before the Rent Authority constituted under the Act.



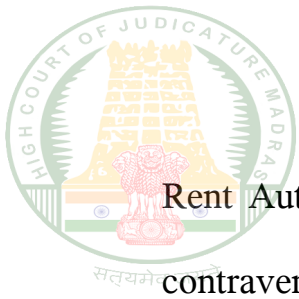
59. Discussion on the repossession of the premises by the landlord on the ground of failure to enter into agreement under Sub Section 2 of Section 4:

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Section 21(1) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 unequivocally mandates that a tenant shall not be evicted during the subsistence of tenancy except in accordance with the provisions of the Act. Section 21(2) further provides that the landlord may apply to the Rent Court for recovery of possession only on the grounds specifically enumerated therein.

60. One such ground is traceable to Section 21(2)(a), which contemplates a situation where there is failure to comply with the statutory requirement under Section 4. Section 4(2) mandates that every tenancy agreement shall be in writing and registered. More significantly, Section 4(4) addresses tenancies created prior to the commencement of the Act and obligates the landlord and tenant to reduce such tenancies into writing within a prescribed period, namely 575 days from the notified date, i.e., 06.01.2020.

61. In summary, (I) where the statute expressly conditions the maintainability of proceedings upon the existence of a registered tenancy agreement, the absence of such agreement goes to the root of jurisdiction. The



Rent Authority, Rent Court, or Rent Tribunal cannot assume jurisdiction in contravention of a mandatory statutory requirement.

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62. Equity is subordinate to statute. Restitutionary and equitable principles cannot dilute the mandatory statutory requirements. Equity cannot be employed to defeat or bypass an express statutory mandate. Applying the above principle, the requirement of a written and registered tenancy agreement under the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 is mandatory. Non-compliance goes to the root of maintainability and jurisdiction.

63. The Act is conspicuously silent on the issue of attribution of fault, whether on the part of the landlord or the tenant. In such circumstances, this Court refrains from adjudicating upon that aspect. The jurisdiction of this Court is confined to examining the statutory requirement of a registered tenancy agreement as a condition precedent for invoking the jurisdiction under the Act. Any hardship or inconvenience caused either to the landlord or to the tenant on account of non-registration does not fall within the scope of consideration under the present proceedings. The Act mandates that the parties shall enter into



a written and registered tenancy agreement prior to the occupation of the premises by the tenant or the letting of the premises by the landlord. This requirement is explicit and leaves no room for deviation. In view of this mandatory obligation, and in the absence of any provision addressing the consequences or attribution of responsibility for non-registration, this Court confines its determination solely to the requirement of a registered tenancy agreement.

64. We sum up and conclude as below:-

In the Reference, the question required to be addressed is whether the registration of the tenancy agreement is gate pass to the doors of justice under Tamil Nadu Regulation of Rights and Responsibilities of Landlord and Tenant Act, 2017?

65. If yes, then, arises the supplementary question where the remedy for an aggrieved party lie. The single and straight answer would be, “common law remedy before the jurisdictional Civil Court”.

66. Accordingly, irrespective of whether the tenancy is for a period



exceeding one year or otherwise, registration before the authority constituted

under the Act is mandatory(emphasis added). There is no independent requirement

to register such agreements under the general law by payment of stamp duty and registration before the registering authority under the registration Act, insofar as the enforceability of rights under this special Act is concerned.

67. In view of the above discussion, this Court holds that:

67.1. Section 21(2)(a), insofar as it relates to failure to comply with Section 4(2), applies only to tenancies created prior to the commencement of the Act;

67.2. On expiry of the transitional period of 575 days granted vide amendment dated 15.02.2020, to Section 4(2) of the TNRRRLT Act, 2017, the requirement of a written and registered tenancy agreement is mandatory even in the case of the tenancy created before the commencement of the TNRRRLT Act, 2017, i.e., 26.07.2019.

67.3. Therefore, in the absence of a registered tenancy agreement, no application is maintainable either before rent authority, rent Court or rent Tribunal for the relief specified before the respective authorities.

67.4. Either eviction under Section 21 or any other proceedings before



the rent authority, rent Court and rent Tribunal is not maintainable unless the application is accompanied by duly executed and registered tenancy agreement as required under the Act.

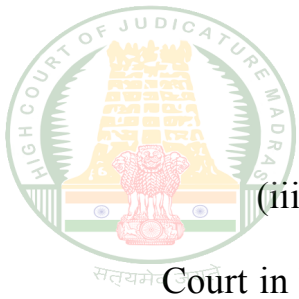
67.5. Any interpretation extending Section 21(2) to post-Act tenancies without compliance with Section 4 would be contrary to legislative intent;

67.6. All precedents taking a contrary view, by invoking equitable principle to confer jurisdiction, are liable to be declared per incuriam and stand overruled. The learned Single Bench is to take appropriate decision in respect of the above eviction petition on merits.

68. Accordingly, the reference is answered with following directions:

(i) A registered tenancy agreement is mandatory for conferring jurisdiction upon the Rent Authority, Rent Court and Rent Tribunal under the Act.

(ii) In view of the well recognised principle “*Actus Curiae Neminem Gravabit*”. Insofar as cases already decided, the question of non-registration shall not be reopened and in respect of cases pending before the Rent Authority, Appellate Authority, or in revision, such matters shall be decided on merits and shall not be dismissed solely on the ground of non-registration of the tenancy agreement.



(iii) In view of the foregoing discussion, the direction issued by this Court in V. Manimeghalai v. Selvaraj Kannan, directing all Rent Controllers to number petitions even if a registered tenancy agreement is not enclosed, is hereby set aside. Henceforth, the Rent Authority, Rent Court, or Rent Tribunal whether for eviction under Section 21 or otherwise shall not entertain any application under the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 in the absence of a duly registered tenancy agreement.

(iv) Landlords and tenants, in respect of subsisting tenancies who have not yet reduced a registered written agreement as mandated under Section 4 of the Act, shall complete the process of execution and registration of such agreements in order to avail the jurisdiction under the Act 2017.

(v) Hereinafter, in the event of failure to register the rental agreement before the rent authority under the Act, the landlord or tenant shall not be entitled to invoke the jurisdiction of the Rent Authority, rent Court, Rent Tribunal to seek the relief prescribed under the Act.

(vi) The Registry is directed to place this order before the Hon'ble Chief Justice and after his Lordship's approval be circulated to the Judicial Officers in the State for compliance of the above directions.



In the result,

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69. The reference is answered as below:-

Registered tenancy agreement is a gate pass to invoke the provisions of Tamil Nadu Regulation of Rights and Responsibilities of Landlord and Tenancy Act, 2017. Failure to register the tenancy agreement will not entitle the parties to invoke the provisions of TNRRRLT Act, 2017. It does not mean the doors of justice are shut entirely to the parties aggrieved, the common law remedy is always open to them by resorting the Civil Court of the concerned jurisdiction. Consequent upon the reference being answered in the above terms, the Registry is directed to place the above cases before the concerned Court for decision on their merits.

[Dr.G.J.J.,] & [K.K.R.K.J.,]

01.06.2026

NCC :Yes/No

Internet :Yes/No

Index :Yes/No

sbm

To

1.The District Munsif Court,
Tirunelveli.

52/54

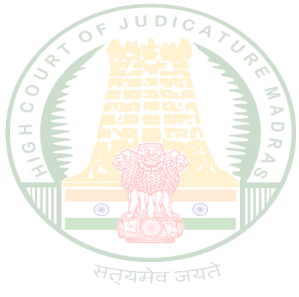


C.R.P.(MD).Nos.2451 & 2439 of 20

2. The Rent Court, Rajapalayam (District Munsif).

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The Registrar (Judicial),
Madurai Bench of Madras High Court,
Madurai.



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C.R.P.(MD).Nos.2451 & 2439 of 2025

Dr.G.JAYACHANDRAN.J,
AND
K.K.RAMAKRISHNAN.J,
sbn

Pre-delivery common order made in
C.R.P.(MD).Nos.2451 and 2439 of 2025
and
C.M.P(MD) Nos.14714 and 14618 of 2025

01.06.2026