



C.R.P.(MD)No.73 of 2026

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 20.01.2026

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THE HONOURABLE MR.JUSTICE N.SENTHILKUMAR

C.R.P.(MD)No.73 of 2026

and

C.M.P.(MD)No.400 of 2026

Amutha @ Arputha Sahayamary

... Petitioner

-VS.-

G.Rengarajan

...Respondent

**PRAYER:** Civil Revision Petition is filed under Section 115 of Code of Civil Procedure, to set aside the fair and decreetal order, dated 25.09.2025 passed in E.A.No.2 of 2025 in E.P.No.15 of 2024 in R.L.T.O.P.No.3 of 2022 on the file of the I Additional District Munsif Court, Tiruchirappalli and allow the present Civil Revision Petition.

For Petitioner :Mr.G.Kandhavadivelan

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### **ORDER**

The present Civil Revision Petition has been filed challenging the order passed by the learned I Additional District Munsif, Tiruchirappalli in E.A.No.2 of 2025 in E.P.No.15 of 2024 in R.L.T.O.P.No.3 of 2022, dated 25.09.2025.

2.Heard Mr.G.Kandhavadivelan, learned Counsel for the Revision Petitioner.

3.The petitioner is the tenant in the subject property and the respondent is the landlord. The respondent/landlord has filed a petition in R.L.T.O.P.No.3 of 2022 before the Principal District Munsif Court, Tiruchirappalli under Section 21(2)(g) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, (hereinafter referred to as “the Act”) directing to hand over the leased property on the ground of wilful default in payment of rent and for own occupation. The said petition was allowed on 14.12.2023 and thereafter, the respondent has filed an execution petition in E.P.No.15 of 2024, in which, the petitioner has filed an application in E.A.No.2



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of 2025 to dismiss the above application in E.P.No.15 of 2024. The learned I Additional District Munsif, Tiruchirappalli, vide impugned order, dated 25.09.2025, had dismissed the said petition on the ground that the petitioner has not filed any appeal and that filing an application to dismissed the execution petition would lead to multiplicity of proceedings, which would cause serious prejudice to the landlord. Challenging the same, the present revision petition has been filed.

4.Mr.G.Kandhavadivelan, learned Counsel for the petitioner reiterating all the contentions set out in the memorandum of grounds of Revision submitted that based on the rental agreement, an advance amount of Rs.30,000/- and monthly rent was fixed at Rs.5,000/- and the petitioner has also paid the monthly rent from 01.12.2016. Thereafter, the rent was increased to Rs.5,500/- per month from 05.11.2017. Further, he submitted that the executing Court is erred in holding that the decree passed under Section 21(2)(g) of the Act, can be executed under Order 21 Rules 11 and 35 of the Code of the Civil Procedure. He further submitted that the executing Court failed to consider that the respondent/landlord filed the application under



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Section 21(2)(g) of the Act based on an alleged tenancy agreement and the executing Court ought to have considered the fact that the petitioner/tenant has never executed any lease deed or registered tenancy agreement in favour of the respondent/landlord.

5.The learned Counsel also submitted that the executing Court failed to consider that the judgment and decree passed in R.L.T.O.P.No.3 of 2022 is wholly contrary to the provisions of the Act and also failed to appreciate the provisions under Sections 4(3) of the Act. The learned Counsel for the petitioner also submitted that the executing Court failed to consider that the petitioner/tenant has been in occupation of the subject premises based on an arrangement that existed even before the commencement of the Act and has continued thereafter, without any registered tenancy agreement as mandated by law. He also submitted that the judgment and decree passed in R.L.T.O.P.No.3 of 2022 is in violation of Section 4(3) of the Act and without jurisdiction and is liable to be set aside. He also submitted that the petitioner had regularly paid the rent amount in person and even as per the renewed rental agreement, dated 05.03.2019, the petitioner had paid the rent of Rs.5,500/- without any default.



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Hence, he seeks interference of this Court.

6.This Court considered the submissions made on either side and perused the materials available on record.

7.The facts in the present case are not in dispute. Admittedly, the relationship between the petitioner/tenant and the respondent/landlord is not in dispute. The petitioner/tenant is in possession of the subject property by way of a rental agreement for a monthly rent of Rs.5,000/- and has paid a sum of Rs.30,000/- as rental advance. The said agreement was renewed for the period from 05.11.2017 to 04.10.2018 and the monthly rent was increased from Rs.5,000/- to 5,500/-. It is the contention of the respondent/landlord that the petitioner/tenant has not paid the rent properly and the arrears of rent comes around Rs.80,000/-, which remains unpaid despite demanded by the respondent/landlord.

8.The contention of the revision petitioner/tenant that the decree passed under Section 21(2)(g) of the Act cannot be executed and that the relief passed



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in R.L.T.O.P.No.3 of 2022 is totally contradicting the provision of the Act and the decree and judgment passed therein cannot be executed and that the respondent/tenant has to file the present application under Section 21(2)(a) of the Act.

9.Section 21(2)(a) and (g) of the Act reads as follows:

*“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;*

*.....*

*(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;*

*.....”*

10.The respondent/tenant has initiated the proceedings in the year 2022 under Section 21(2)(g) of the Act on the ground of own occupation and default in payment rent. Admittedly, the respondent/landlord has filed the petition



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under Section 21(2)(g) of the Act. As rightly decided by the executing Court, it is well settled that mere wrong mention of the provision in the application would not prohibit a party to the litigation from getting justice. In view of the above, the contention of the petitioner/tenant that the respondent/landlord had filed the petition by invoking the wrong provisions and the judgment and decree has been passed without jurisdiction cannot be accepted.

11.Further, it is to be noted that the petitioner/tenant aggrieved by the order passed in R.L.T.O.P.No.3 of 2022, has not filed any appeal and that without filing an appeal, he has filed the application in the execution proceedings raising several grounds with regard to the validity and legality of the order passed in R.L.T.O.P.No.3 of 2022, which has been rightly negated by the executing Court. In such view of the matter, in the absence of any appeal being filed, the grounds raised by the petitioner/tenant cannot be taken into consideration by the executing Court as well as this Court. This Court do not find any irregularity in the findings rendered by the executing the Court.



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12.In the result, the Civil Revision Petition is dismissed for want of merits. No costs. Consequently, connected miscellaneous petition is closed.

**20.01.2026**

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

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To

The I Additional District Munsif, Tiruchirappalli.



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**N.SENTHILKUMAR, J.**

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Order made in  
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