

IN THE COURT OF THE DISTRICT MUNSIF, PONNERI.

**PRESENT: Selvi.A.Keerthana, B.A., L.L.B.,
District Munsif, Ponneri.**

Monday, the 30th day of March 2026.

M.P. NO.1 OF 2026
in
RLTOP No.5 of 2025

1. Mrs.Hemakumari
2. Mr.Krishnamurthi
3. Mrs.H.K.Hussinya @ Gowthami
4. Miss.H.K.Keerthana @ Vedhavalli

..... Petitioners/Respondents

Versus

K.A.Ramalingam

..... Respondent/Applicant

This petition came up before me for final hearing on 10.03.2026 in the presence of Mr.T.Kumar, Learned counsel for the Petitioners/Respondents and Mr.E.Prabu, Learned counsel for the Respondent/Applicant. Upon hearing the arguments made by the learned counsels for the petitioners and the respondent, and on perusal of the material case records, this Petition having stood over for consideration till this day, this Court delivers the following:

ORDER

1. This petition has been filed under Section 36(2) of Tamil Nadu Regulation of Rights and Responsibilities of Land lord and Tenant Act, 2017 to permit the petitioners/respondents/Tenants to cross examine the witness Respondent/Applicant.

2. **Brief averments of the affidavit filed by the petitioners are as follows:**

The present Application has been filed under Section 36(2) in the Tamil Nadu Regulations of Rights and responsibilities of land lord and tenants Act 2017. The 1st and 2nd respondents/petitioners and 3 and 4 respondents/petitioners were their daughters. In the above petition, proof affidavit was filed by the respondents and 12

documents were marked. Hence in order to ensure fair chance, the petitioner herein must be allowed to cross examine. Also there is no landlord and tenant relationship. On 09.03.1996 onwards the relationship of landlord and tenant between the erstwhile owner Kalavathi and the 1st petitioner herein came to an end, when the consent deed was executed by the Kalavathi and her husband Loganathan in favour of this petitioner. After that the said Kalavathi contested RCOP No.12 of 1995 and it was dismissed for default on 09.12.1998. The father of the landlord, one Mr.Anandan had issued legal notice dated 08.11.2022 and have mentioned that the petitioners/respondents were not entitled for the provisions of Transfer of property Act. During the pendency of the suit filed in OS.No. 180 of 2016 by the petitioner/respondent, a settlement deed dated 06.01.2022 was executed by K.S.Anandan to and in favour of this respondent/landlord. Hence the petitioner seeks for cross-examination. Hence this petition.

3. Brief averments of the counter filed by the Respondent are as follows:

3.1. The respondent submits that the above petition for cross-examination does not satisfy the test laid down in J.Thennarasu Vs. Anitha Nalliah, CRP No.2532 of 2021. The proceedings in RLTOP are summary in nature and a cross-examination is not a matter of right. The petitioners herein had already admitted in their pleading in OS.No.180 of 2016 that the 1st petitioner's father was inducted as a tenant in the demised property and after the death of her father, the 1st petitioner continued to occupy the property and also paid monthly rents to the vendor of the respondent/petitioner until the property was sold by way of sale deed dated 15.12.1997. Further the petitioners herein have also admitted that earlier RCOP No.31 of 1993 and 12 of 1995 were filed by the vendors of this respondent under the old Act, wherein the relationship of landlord and tenant stood admitted. By virtue of sale deed, the attornment of tenancy is automatic by operation of law as mentioned in Section 108 of Transfer of Property Act thereby the petitioners herein have become a tenant under the father of the respondent/petitioner.

3.2. The petitioners without any valid reasons have stopped paying rents and refused to vacate the demised premises and also fabricated a false documents in the name of consent letter dated 09.03.1996 as if the vendor of this respondent Mrs.Kalavathi had executed the same. The petitioners herein have also filed a suit in OS.No.180 of 2016 which was dismissed after contest. Further in the above application the petitioners have admitted that they have been occupying the property as a tenant and also claimed by virtue of consent letter, which is unsustainable. It is also a settled law that once the demised property is sold, attornment of tenancy is automatic by operation of law. Further petitioners have not stated any reasons for cross-examination. Allowing this petition is an absolute discretion of this court. Further in the case of E.Durai Vs. A.P.Kumar, CRP. No.1018 of 2024 it is held that no persons shall be deprived of his property save by authority of law. Hence, to dismiss the petition.

4. **Evidence :**

Neither the petitioners nor the respondent has placed any oral or documentary evidence before this court.

5. **Point for determination :**

Whether this petition is to be allowed or not.

6. **Discussion and Findings :**

6.1. Heard both sides. Records perused. The present application has been filed by the respondent/tenant seeking permission to cross-examine PW1 based on the chief-examination affidavit. The application has been filed invoking Section 21(2)(a) of the Tamil Nadu Regulations of Rights and responsibilities of land lord and tenants act 2017 (hereinafter for the sake of convenience referred as “Act, 2017”). The respondent/landlord has objected to the said application contending that the jural relationship of landlord and tenant has already been admitted by the petitioner/tenant. It is further contended that, in light of the dictum laid down in *J. Thennarasu vs Anita Nallaiah*, CRP No. 2532 of 2021, the right to cross-examine a witness in proceedings

under the Rent Control Act is not automatic and is subject to the discretion of the Court.

6.2. Having considered the rival submissions and perused the case records, the primary issue for adjudication pertains to the existence of a landlord-tenant relationship between the petitioners and the respondents. The petitioners, in their pleadings, have averred that their tenancy under the erstwhile owner, Kalavathi, ceased on March 9, 1996; by necessary implication, this constitutes an admission of their status as tenants under the predecessor-in-title. It is uncontroverted that the said Kalavathi conveyed the subject property to the respondent's father via a registered sale deed dated 15.12.1997. Subsequently, the father executed a registered settlement deed of Doc. No. 155 of 2022 dated 6.01.2022, in favor of the present respondent. Consequently, by operation of law and the derivation of title through registered instruments, the respondent squarely falls within the ambit of a "successor-in-interest" as defined under Section 2(c) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017.

“Section 2(c) - “landlord” means a person who, for the time being is receiving, or is entitled to receive, the rent of any premises, whether on his own account, or on account of, or on behalf of, or for the benefit of, any other person or as a trustee, guardian or receiver of any person or who would so receive the rent or be entitled to receive the rent, if the premises were let to a tenant, and shall include his successor-in-interest”

6.3. By virtue of the aforementioned registered Sale Deed and subsequent Settlement Deed, the respondent falls under the term ‘successor-in-interest’ within the statutory framework of the Act. Conversely, the petitioners rely upon a purported consent letter dated 09.03.1996, allegedly executed by the respondent's vendor, Mrs. Kalavathi. However, in prior litigation i.e. O.S. No. 180 of 2016, initiated by these very petitioners against the respondent, the relevant title and tenancy documents were marked as Ex. P1 through P12 in the main petition. Significantly, Ex. P11, the plaint

filed by the petitioners in that suit contains a categorical admission that the first petitioner's father, Kanniah Naidu, occupied the premises as a tenant under Kalavathi. The jural relationship of landlord and tenant, having been expressly admitted in previous judicial proceedings, remains binding. Despite the petitioners' present attempt to contest this relationship, their own pleadings in the primary application contain clear admissions to the contrary. A party cannot approbate and reprobate as it is hit by the doctrine of estoppel; the relevant admission from the application is extracted hereunder:

“The first respondent automatically became a tenant of K.S.Anandan as per Section 109 of Transfer of Property Act. While so, K.S.Anandan settled the Demised property among other properties by a deed of settlement, dated 06.01.2022 vide Doc.155 of 2022, registered on the file of SRO, Ponneri. Hence the Applicant became the absolute owner of the demised property and he the first respondent automatically became a tenant under the Applicant in respect of the demised property by operation of law as per Section – 109 of Transfer of property Act. The applicant issued notice dated 08.11.2022 to the respondents terminating the tenancy and demanded vacant possession of the demised property.”

6.4. Thus, the relationship of landlord and tenant between the petitioners and the respondents stands categorically admitted. This court has carefully perused the written arguments filed on behalf of the petitioners. Furthermore, this court has scrutinized the citations shared by both parties, namely: *Babitha Devi v. Rajendra Kumar*, CRP No. 2252 of 2024; *E. Durai v. A.P. Kumar*, CRP No. 1018 of 2024; *Padmavathi v. Amutha Pearls*, CRP No. 2766 of 2022; *Ambika Prasad v. Mohd. Alam and Another*, Civil Appeal No. 3391 of 2015; *Paul Pandiyan v. Y. Suresh Babu*, CRP No. 5333 of 2024; *Karan Textiles v. Gayathiri Devi Sarawagi*, CRP No. 3070 of 2025; *Somnath v. Ravindar Kumar*, Civil Appeal No. 4484 of 2025; *K. Thamarai Selvan v. Sivagami Sachitanandam*, CRP No. 4989 of 2024; and *Vayyaeti Srinivasa Rao v. Gaineedi Jagajothi*, 2026 INSC 59.

6.5. At this juncture, this Court deems it pertinent to place reliance upon the ratio decidendi in *Jata Shankar Misra vs. Mrs. Chemba Devi*, CRP No. 4332 of 2022, decided on 03.01.2023, wherein the following principles were enunciated:

“Once the rent court and the Rent Tribunal ascertain that there is no written agreement between the tenant and the landlord with reference to Section 4(2) of the Act, then there is no necessity to call a witness for examination or for cross-examination. Any party attempting to prolong and protract the proceedings under the guise of examination of witnesses, the same cannot be granted by the Rent Court and the procedures as contemplated in compliance with the Rules of Natural Justice are to be followed”

This Court would also like to place reliance on the judgment in *The Proprietor vs M/s. Mayur Promoters Pvt. Ltd.*, CRP (PD) No. 2423 of 2024, wherein it was held that the Rent Controller has the discretion to decide whether cross-examination is necessary in terms of Section 21(2)(a) of the Act, 2017. The same proposition has also been reiterated in *S.T. Sangeetha vs A. Dharmaraj*, CRP No. 6501 of 2025 dated 17.12.2025, wherein the following proposition was held:

“satisfying the tests laid down under Section 8 of the Arbitration Act, if a part of the arbitration agreement applies before a court, such an applicant has a right to claim the subject matter of the suit to refer to arbitration. The obligation for reference is also mandatory upon the court, the. “Upon considering the relevant provisions of law this court is of the firm view that the instant application has been taken out praying for dismissal, rejection and return of plaint, which are not in compliance of the provisions under Section 8 of the Arbitration Act”, the Bench stated. ”

6.6. In view of the settled legal propositions stated supra, and considering that proceedings under the rent control are essentially summary in nature, this Court observes that miscellaneous applications seeking cross-examination filed under the guise of procedural rights cannot be entertained as a matter of course. This is particularly salient where the jural relationship of landlord and tenant is categorically

admitted and the failure to execute a fresh rental agreement following its expiry remains undisputed. The petitioner has failed to satisfy the threshold of any cogent grounds that would warrant the cross-examination of PW1. With the foregoing discussion, this court is not inclined to exercise its discretion, as allowing this petition after categorical admission of jural relationship is considered unnecessary. Accordingly, the petition stands dismissed. No costs.

7. **RESULT :**

In the result, this petition stands dismissed. No costs.

Dictated by me to the stenographer, directly typed by her in her desktop and corrected and pronounced by me in the open court, on this the 30th day of March 2026.

District Munsif,
Ponneri.

Both side witnesses and documents:- NIL

District Munsif,
Ponneri.

Fair/ Draft Order
M.P.No.1/2026
RLTOP No.5/2025
Date : 30.03.2026
DMC,PNI