

IN THE XIV COURT OF SMALL CAUSES, CHENNAI
PRESENT: Mrs.N.Eniya, B.A.,L.L.B., (Hons.),
XIV JUDGE

Thursday, the 13th day of August, 2026

RLTOP No. 41 of 2026
(CNR.No.TNCH09-000699-2026)

Mr.T.V.Srikanth Guptha,
S/o.T.Ramachandra Chetty (late)
No.10/20, IV Cross Street (Ground floor),
West Shenoy Nagar,
Chennai – 600 030.

...Petitioner

-Vs-

M/s.S J INFRA
Mr.VENUGOPAL SUDHAKAR,
Managing Partner
Branch Office
No.10/20, Flat No.2B, (Second Floor),
IVth Cross Street, West Shenoy Nagar,
Chennai – 600 030.
Tamil Nadu.

Also at
M/s.S J INFRA
Mr.VENUGOPAL SUDHAKAR,
Managing Partner
M/s.S.J.INFRA
Registered Office / Residence
No.9, Perittivakkam, Pondavakkam,
Tiruvallur – 602 026.
Tamil Nadu.

...Respondent

This application came up for final hearing on 16.07.2026 before me in the presence of Advocates M/s.D.Abdul Subhan, L.Radha Krishnan and Paul Jeba Kumar counsel for the petitioner and Advocates M/s.S.Bruno Cruz, Velankanni F and Sripriya counsel for the respondent and upon hearing the arguments of both side and on perusal of the records, having stood over for consideration till this day, this Court delivers the following

ORDER

The present application has been filed under Section 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (hereinafter referred as the “Act”).

1) The Brief Case of the Petitioner:

1.1) The Petitioner Mr.T.V.Srikanth Guptha (hereinafter mentioned as petitioner) is the landlord of the property bearing No.10/20, Flat No.2B (Second Floor), IVth Cross Street, West Shenoy Nagar, Chennai – 600 030 (hereinafter mentioned as rental premises). It was also stated that the respondent Mr.Venugopal Sudhakar (hereinafter mentioned as respondent) is the tenant in the rental property who had entered and approached the petitioner for tenancy for commercial purpose in the property for running their business named “M/s S J INFRA” on 01.11.2024

1.2) It was also submitted that the respondent agreed to pay a sum of Rs.35,000/- as monthly rent and the refundable advance amount of Rs.3,20,000/-. Thus, subsequently, the respondent had defaulted in payment of rents and had not vacated the premises even after the expiry of the said rental agreement. It was also submitted that a legal notice was issued on 10.12.2025 to the respondent terminating the tenancy and calling the respondent to vacate the premises and the respondent had only sent an evasive reply.

1.3) Thus, the petitioner had filed this petition praying for recovery of possession directing the respondent to quit and deliver the vacant possession to the applicant the rental property and other orders as it may deem fit.

2) Counter of the Respondent:

2.1) A detailed counter has been filed by the respondent where jural relationship and absence of agreement is admitted. It was also stated that it is the petitioner who was not willing to enter into agreement and the respondent was always ready and willing to enter into agreement.

3) Points for consideration:

[1] Whether the present petition for eviction under section 21(2)(a) of the Act is entitled

to be allowed or not?

4) Discussion:

[1] Whether the present petition for eviction under section 21(2)(a) of the Act is entitled to be allowed or not?

In order to sustain eviction under Section 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlord and Tenants Act, 2017, the following ingredients has to be satisfied. They are:

1. The respondent is a tenant and the petitioner is the landlord of the rental property.
2. The landlord and tenant have failed to enter into agreement as under Sub section (2) of Section 4
3. The rental property does not come within any of the premises as stated under Section 3 of the Act.

4.1) In order to prove the case of the petitioner, the petitioner has stated in their petition that he is the landlord of the rental premises. It was submitted that the respondent is the tenant in the rental property who had entered and approached the petitioner for tenancy for commercial purpose in the property for running their business named “M/s S J INFRA” on 01.11.2024

4.2) It was also submitted that the respondent agreed to pay a sum of Rs.35,000/- as monthly rent and the refundable advance amount of Rs.3,20,000/-. Thus, subsequently, the respondent had defaulted in payment of rents and had not vacated the premises even after the expiry of the said rental agreement. It was also submitted that a legal notice was issued on 10.12.2025 to the respondent terminating the tenancy and calling the respondent to vacate the premises and the respondent had not vacated the premises till date.

4.3) A detailed counter has been filed by the respondent where jural relationship and absence of agreement is admitted. It was also stated that it is the petitioner who was not

willing to enter into agreement and the respondent was always ready and willing to enter into agreement.

4.4) On carefully sifting through the summary inquiry of both the petitioner, it is also understood that there is no tenancy agreement as stipulated under Section 4 of the Tamil Nadu Regulation of Rights and Responsibilities of Landlord and Tenants Act, 2017. Nevertheless, it must be noted that when there is no agreement as per the Act, it is no agreement at all and the landlord is entitled to file a petition under Section 21(2)(a) of the TNRRRLT Act. This Court further refers to the Judgment in ***M/s.Primex Healthcare and Research Pvt.Ltd vs Mr.A.A.L.Ramaswamy, CRP No.587/2022***, wherein the Hon'ble High Court held in para 26 that *"If the tenant does not come forward to execute a written agreement, then the landlord can evict the tenant in accordance with Section 21(2)(a). Since the failure to execute the written tenancy agreement itself a ground for eviction, the Rent Court cannot expect the landlord to produce a written and registered tenancy agreement at the time of filing an application for eviction"*.

4.5) Further, in this present case, the petitioner had already expressed his unwillingness to keep the tenancy of the respondent by sending a notice on 10.12.2025. Hence, the argument of the learned counsel for the respondent has no merits. Even assuming that there was written agreement executed after the commencement of the Act, it must be noted that it is not an agreement in line with Section 4 of Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017. At this terminal, this Court highlights the judgment of the Hon'ble Madras High Court in ***Andal vs Lawrence Swami Doss CRP.No.2760 of 2022, Alagammai vs Lawrence Swami Doss CRP.No.2769 of 2022*** in which it was held that

"17.A reading of Section 2(a) clearly says that any agreement or tenancy agreement should be executed as required under this Act. In fact, the petitioner has admitted that the rental agreement is dated 16.11.2020, which is subsequent to the enforcement of Act 42 of 2017, but it cannot be construed as a tenancy agreement as defined as required under this

Act. This Act requires that an agreement or tenancy agreement shall be registered with the rent authority appointed under Section 30 of Act by the landlord or tenant, by making an application in the form specified in the first schedule, within such time as may be prescribed.

18. Interestingly, Section 21 (2)(a) gives a ground for eviction only in case of failure to enter into a tenancy agreement as contemplated under Section 4 (2). Section 4(2) deals with cases only where the tenancies were created before the commencement of the Act.

19. The object of this Act has to be considered at this stage. The object is for achieving the regulation of rent as per terms and conditions of agreement between the landlords and tenants, to balance the rights and responsibilities of landlords and tenants and also to provide a fast adjudication process for resolution of disputes. There is no obstacle in the way of judges and it is open to them to find a way out to achieve the objects of the Act. Therefore, though Section 4(2) deals with cases only where the tenancy were created before the commencement of the Act, if any tenancies were agreement executed after the commencement Act, it must be in accordance with the Act and if it is not, it cannot be construed as an agreement as required under this Act. Therefore, it has to be treated as no agreement at all.”

4.6) Even as per decision of the Hon’ble Madras High Court in ***Muruganandham Vs. Joseph CRP NPD Nos.3056, 3061, 3062, 3063, 3067 and 3094 of 2021*** it has been clearly held that

*“ 20. As I have already pointed out the first three classes of cases enumerated above, do not pose any difficulty as the **tenancies therein would have been entered into prior to the commencement of the Act and Sub Section 2 of Section 4 not having been complied with by the tenant or the landlord, the landlord is at liberty to seek eviction under Section 21(2) (a) of the New Act** in respect of contingencies 1 and 2 and all clauses of Sub section 2 of section 21 in respect of the 3 rd contingency, de hors the question of registration of a Tenancy Agreement.”*

4.7) Therefore, the petition is very well maintainable before this Court and the objection raised by the respondent as to the jurisdiction is not acceptable as the position of law is very well settled.

4.8) Nevertheless, it must be noted that as per Section 4(2) of the Act, the landlord and tenant should enter into an agreement within a period of 575 days from the date of commencement of the Act, failing which the landlord is entitled to evict the tenant. In the present factual matrix, the said time period has lapsed and till date there is no written agreement between the petitioner and the respondent. The respondent had also not denied the same specifically and had only stated that he was always willing to execute a rental agreement. The proviso to Section 4(2) of TNRRRLT Act, 2017 would suggest that consequence of failure to enter into a written agreement contemplated under Section 4(2) of TNRRRLT Act. It says, if the parties failed to enter into an agreement as mandated by Section 4(2) of TNRRRLT Act, 2017, either party is entitled to file an application for termination of tenancy and seek re-possession under Section 21(2)(a) of TNRRRLT Act, 2017. As per the admitted stand of the parties in the present case, the absence of written tenancy agreement is also not denied by the respondent.

4.9) In the instant matter as well, there is no rental agreement with the petitioner and therefore the respondent is liable to be evicted under section 21(2)(a) of Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017.

4.10) It is also pertinent to rely upon the Judgments of the ***Hon'ble Madras High Court in S.R.Venkatesh vs R.Jayakumar CRP No. 3031/2022, J Selvakumar vs. Rajeshwari C.R.P.No.2820 of 2022*** in which it was held that,

“The Act wants to give primacy to rental agreement and hence, failure to enter into agreement is made as a ground for re-possession. Only with that object in mind legislature had given grace period of 575 days to the parties to enter into written agreement under the Act.

19. The Act unambiguously declared that if the parties failed to enter into a written agreement as mandated by TNRRRLT Act, 2017, it would result in termination of tenancy and landlord is entitled to seek re-possession of tenanted premises under Section 21(1)(a) of TNRRRLT Act, 2017.”

4.11) Considering that the respondent have stated that it is the landlord who was not willing to execute the agreement, this Court relies on the Judgement of the ***Hon’ble Madras High Court in V.S.Mohan vs Sarath Naseera (CRP No.3031/2022)*** in which it was held that “ *Where the statute is clear that a Court has little or no room to interpret a section which would have a tendency to defeat the purpose for which the legislation has been made, then the Court should not engage in such interpretation. The Tamil Nadu Act 42 of 2017 was brought in in order to balance the rights of the landlord and tenant. The legislature, in its wisdom, has decided that there must be a tenancy agreement in writing and if there is no such agreement in writing, then, either party has a right to terminate the tenancy and on such termination of tenancy, which is by way of filing a petition under Section 21(2)(a) of the Tamil Nadu Act 42 of 2017, the Court has to order eviction. To read the principles of equity that one, who is at mistake, cannot take advantage of such mistake, would amount to re-writing the statute and amending Section 21(2)(a) and Section 4(2) proviso. Unfortunately for this petitioner, the Court does not possess such powers. Therefore, I would have to hold that irrespective of whether the mistake is committed by the landlord or the tenant, if no tenancy agreement exists under Section 4(1), then the tenant or the landlord can file an application before the learned Rent Controller for granting an order of repossession.”*

4.12) Therefore, in view of the discussions made above, this Court upon perusal of the case records finds that the applicant/landlord had proved that there exists no written registered tenancy agreement between the applicant and the respondent after the commencement of the TNRRRLT Act and the respondent has neither marked any documents nor produced any evidence oral or documentary as to the existence of tenancy agreement after the commencement of the Act. Since, there is no contra evidence produced by the respondents, this court is inclined to allow this application on the ground under Section 21(2)

(a) TNRRRLT Act that the respondent has failed to enter in to a written tenancy agreement. In result, this present petition for eviction is allowed only under Section 21(2)(a) for failure to enter into a tenancy agreement.

Therefore, this petition is answered in affirmative

5) DECISION:

5.1) In result, the present petition for eviction is allowed under section 21(2)(a) of the Act for failure to enter into rental agreement and thereby the respondent herein is directed to vacate the petition premises and handover the vacant possession to the petitioner herein within 2 months from the date of this order. No costs.

Dictated by me to the Steno-typist, directly typed by her, corrected and pronounced by me in the open Court, on this the 13th day of August, 2026.

XIV JUDGE

Persons questioned by the Court under Section 36(1)(e) of the Act on the side of the applicant:-

T.V.Srikanth Guptha

Persons questioned by the Court under Section 36(1)(e) of the Act on the side of the respondent:-

V.Sudhakar

Applicant side Exhibits :- NIL

Respondent side Exhibits :- NIL

**XIV JUDGE
Court of Small Causes
Chennai**

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This application came up for final hearing on 16.07.2026 before me in the presence of Advocates M/s.D.Abdul Subhan, L.Radha Krishnan and Paul Jeba Kumar counsel for the petitioner and Advocates M/s.S.Bruno Cruz, Velankanni F and Sripriya counsel for the respondent and upon hearing the arguments of both side and on perusal of the records, having stood over for consideration till this day, this Court delivers the following

DECREE

That, this present petition for eviction is allowed under section 21(2)(a) of the Act for failure to enter into rental agreement and thereby the respondent herein is directed to vacate the petition premises and handover the vacant possession to the petitioner herein within 2 months from the date of this order. No costs.

COURT FEE

Court Fee Rs.12720/- paid.

Petition filed on 27.01.2026

SCHEDULE OF PROPERTY

Premises bearing No.10/20, Flat No.2B (Second floor), IVth Cross Street, West Shenoy Nagar, Chennai – 600 030.

Give under my hand and seal of this Court, on this the 13th day of August, 2026.

**XIV JUDGE
Court of Small Causes
Chennai**