

**IN THE COURT OF RENT CONTROLLER/PRINCIPAL DISTRICT
MUNSIF AT VELLORE.**

PRESENT: Thiru.K.Muthuraj, B.A.,B.L.,(Hon's)
Rent Controller/ Principal District Munsif,
Vellore.

Saturday, the 4th day of July 2026

R.L.T.O.P.No.11/2025
(C.N.R.No:-TNVL05-000206-2025)

K.Yesu

...Petitioner/Landlord

-Versus-

P.Shyam Sundar

...Respondent/Tenant

This Petition came up on 29.06.2026 for final hearing before me, in the presence of Thiru.S.Rajkumar, the learned counsel for the petitioner. The Respondent was set exparte for his non-appearance. Upon hearing the arguments advanced by the learned counsel for applicant and perusing the entire case records and having stood over for consideration till this date, this court delivers the following:

ORDER

1.This Petition has been filed by the Petitioner/Landlord under Sections 21(2)(a) and 21(2)(b) of the Tamil Nadu Regulation of Rights and

Responsibilities of Landlords and Tenants Act, 2017 (hereinafter referred to as the “TNRRRLT Act, 2017”) seeking eviction of the respondent from the Shop bearing Old No.34/8A, New No.232, Dharamaraja Kovil Street, Katpadi Road, Vellore Town and District (hereinafter referred to as the “Petition property”) and directing the respondent to deliver vacant possession of the petition property to the petitioner on the dual ground of willful default in payment of rent and also for non-failure to enter into a rental agreement and also directing the respondent to pay the cost of this petition.

2. Brief averments in the Petition:

The petitioner is the absolute owner of the petition property, who had rented out the same to the respondent for running business, fixing the monthly rent as Rs.6,500/- on 05.01.2019. The respondent paid a sum of Rs.1,00,000/- to the petitioner as advance amount. The tenancy entered between the petitioner and the respondent is according to English Calendar month and it is a Written agreement. The respondent, willfully and wantonly failed to pay the rent amount to the petitioner, from the month of April 2024. The petitioner is also in dire need of the petition property for commencing his son's business. The tenancy between the parties was

terminated and the petitioner issued a legal notice to the respondent on 01.02.2025, but the same was returned unserved. The respondent is liable to pay arrears of Rs.93,600/-, for the period April 2024 to March 2025. Hence, this petition has been filed.

3. Despite, due service of summons to the respondent, he neither appeared in person nor there was representation on his behalf, before this court. Hence, he was set exparte by this court on 08.12.2025.

4. Evidence on record:

On the side of petitioner, the petitioner himself was examined as PW1, by filing proof affidavit and Exs.P1 to P3 were marked through him. On the side of the respondent, no oral and documentary evidence was adduced.

5. Point for Consideration:

Whether the petitioner is entitled for an eviction order against the respondent for the ground stipulated U/s.21(2)(a) and 21(2)(b) of TNRRRLT, Act?

6. Heard the arguments advanced by the learned counsel for the petitioner. Material records of the case has been carefully perused.

7. Discussion and findings:

The present application has been filed by the applicant seeking eviction of the respondent from the petition property on twin grounds, namely (i) failure to enter into a rental agreement, and (ii) willful default in payment of rent, as contemplated under Sections 21(2)(a) and 21(2)(b) of the TNRRRLT Act, 2017.

8. In order to substantiate his case, the applicant examined himself as PW1 and filed his proof affidavit in lieu of chief examination, reiterating the averments set out in the petition. Through PW1, Exs.P1 to P3 were marked. Ex.P1 is the Rental agreement dated 05.01.2019 executed between the applicant and the respondent. Ex.P2 is the legal notice dated 01.02.2025 issued by the petitioner to the respondent. Ex.P3 is the postal return cover. The respondent remained exparte and has not chosen to contest the present application. Thus, the oral testimony of PW1 remains unchallenged and unrebutted.

9. Before entering into the merits of the grounds urged by the applicant under Sections 21(2)(a) and 21(2)(b) of the TNRRRLT Act, 2017, this Court is required to examine the maintainability of the present application in the light of the mandatory provisions contained under Section 4 of the

said Act. Section 4 of the TNRRRLT Act, 2017 mandates that every tenancy created after the commencement of the Act shall be through a written tenancy agreement and such agreement shall be registered with the Rent Authority in the manner prescribed under the Act. The provision is mandatory in nature and forms the very foundation for invoking the jurisdiction of the Rent Court under the Act.

10. In the case on hand, the applicant has relied upon Ex.P1, which shows that the applicant had entered into a rental agreement with the respondent on 05.01.2019 for a period till 05.12.2019. A perusal of the evidence of PW1 shows that though such agreement was executed between the parties in written, but it was not registered with the Rent Authority as required under Section 4 of the Act. Thus, it is evident that the tenancy agreements relied upon by the applicant was executed before the commencement of the Act but was not registered before the Rent Authority as contemplated under the Act.

11. The object and scheme of the TNRRRLT Act, 2017 clearly indicate that the legislature intended to regulate landlord-tenant relationships through written and registered tenancy agreements so as to ensure transparency and to avoid disputes between the parties. The Act was enacted “to establish a

framework for the regulation of rent and to balance the rights and responsibilities of landlords and tenants and to provide a fast adjudication process for resolution of disputes and matters connected therewith or incidental thereto.”

12. In this regard, it is useful to refer to the decision of the Our Hon’ble High Court of Madras in **S.Muruganandam v. J.Joseph**, reported in **2022 SCC OnLine Mad 375**, wherein the Hon’ble High Court had observed as follows”

13. From the instances that had arisen in these six revisions, the different types of cases that may arise before the Rent Court can be broadly classified as follows:

i. Written tenancy created prior to and expired prior to the commencement of the Act (Tenant holding over under an oral tenancy);

ii. Oral tenancies created prior to the New Act and no written agreement entered into;

iii. Written tenancies created prior to the New Act and the period expired after the commencement of the Act;

iv. Written tenancies entered after the commencement of the New Act not registered but subsisting;

v. *Written tenancies created after the commencement of the New Act and had presently expired (either registered or unregistered)*

vi. *Oral tenancies created after the New Act.*

14. *The above are not exhaustive but are various situations that may confront to the Rent Courts, in view of the provisions of the New Act. It will also be useful to refer to the proviso to Section 34 of the New Act, which mandates the Rent Court to give regard to the provisions of the Transfer of Property Act, 1882, the Indian Contract Act 1872, or any other substantive Law applicable to such matter in the same manner in which such law would have been applied had the dispute been brought before a Civil Court by way of a suit.*

15. *The bar enacted by Section 40 on the jurisdiction of the Civil Courts is restricted to a suit or proceeding so far as it relates to the provisions of the New Act and the Rent Court is also precluded from going into the question of title and ownership of the premises. This is a specific deviation from the predecessor enactment which empowered the Rent Controller to go into the question of title to the limited extent of finding out, as to whether, the denial of title by the*

tenant is bona fide or not. In view of the orders of rejection passed by the Rent Court on the ground that there is no registered written agreement of tenancy in all the six cases, it becomes incumbent to decide, as to whether, such rejection is justified or not.

16. I have enumerated the six possible contingencies that would arise in respect of either execution of a written agreement or registration thereof under the provisions of the New Act. As far as the first three contingencies are concerned, it can straight away be concluded without much difficulty that all of them will be covered by Section 4(2) and its proviso. Thus the landlord would have the right to invoke Section 21(2)(a) of the New Act, in respect of contingencies 1 & 2 and all other clauses of Section 21(2) in the respect of the third contingency to seek eviction of such tenants where the agreement expired after the commencement of the New Act. This is for the reason that the predecessor enactment recognised oral tenancies and the general law namely the Transfer of Property Act also recognised oral tenancies.

Section 107 of the Transfer of Property Act, which deals with creation of a tenancy, reads as follows: 107. Leases how made: A

lease of immoveable property from year to year, or for any term exceeding one year, or reserving a yearly rent, can be made only by a registered instrument.

All other leases of immoveable property may be made either by a registered instrument or by oral agreement accompanied by delivery of possession.

Where a lease of immoveable property is made by a registered instrument, such instrument or, where there are more instruments than one, each such instrument shall be executed by both the lessor and the lessee: Provided that the State Government may from time to time, by notification in the Official Gazette, direct that leases of immoveable property, other than leases from year to year, or for any term exceeding one year, or reserving a yearly rent, or any class of such leases, may be made by unregistered instrument or by oral agreement without delivery of possession.

17. In Sengappan v. Arumbatha Veda Vinayagar Temple, rep its Hereditary Trustee, reported in (2000) 1 MLJ 198, this Court had held that even an unregistered lease deed for a period exceeding one year would in certain circumstances be used in evidence to establish

the relationship between the parties and it can also be relied on to prove in what capacity the defendant is occupying the building and the nature of possession. In doing so, this Court had after referring to various judgments on this issue held as follows:

“18. In view of the said legal position, I do not think the contention of the learned counsel for the appellant to be accepted. Even though a term of 3 years is fixed, either party have given the liberty to terminate the lease by giving three months notice that means, within the next day of executing the lease by giving three months notice, the lease could be terminated. Therefore it cannot be said that the lease is for a term exceeding one year. It really amounts to tenancy-at-will asking the tenant to surrender possession after a period of three months.

19. ... Even if the Court assumes that the tenancy is for a term exceeding one year, and therefore compulsorily registrable. I do not think that the document could be ignored for all purposes. The document can be relied upon to establish the jural relationship between the parties. The document can also be relied on to prove

the admission of the defendant in what capacity he is occupying the building and the nature of possession.”

18. In the light of the above pronouncement of this Court and in the light of Section 107 of the Transfer of Property Act, it can safely be concluded that an oral lease is possible and an unregistered lease deed can be received in evidence under certain circumstances to prove the character of possession. Therefore, it cannot be said that there cannot be a lease without there being a registered instrument. This was taken note of by this Court in its judgment in V.Manimegalai v. Selvaraj Kannan, reported in 2019 (6) CTC 9, wherein after considering the provisions of the New Act, held that non-registration of the lease agreement alone would not prevent the landlord from seeking a remedy before the Rent Court. While holding so, this Court had directed the Rent Court to admit the application for eviction and proceed with the same on merits.

19. Mr.P.B.Balaji, learned counsel appearing for the petitioners in all these Revisions would also fairly bring to my notice another judgment of this Court in Shanmugam Balakumar V. S.Balajee in CRP PD Nos.976 and 977 of 2020 dated 14.07.2020, wherein

Hon'ble Mr. Justice M.Govindaraj, had considered the provisions of the New Act and had concluded that there must be a written agreement and when there is a dispute between the parties on the grounds specified under Section 21, the Rent Court shall decide the same on merits and cannot invoke Order VII Rule 11 to reject the application. The question of requirement of registration was not gone into by the learned Judge in Shanmugam Balakumar V. S.Balajee,

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 3rd contingency, de hors the question of registration of a Tenancy Agreement. occasion to consider the effect of non-registration of tenancy agreements under the provisions of the new Act.” By virtue of the aforesaid Judgment, this court comes to the

conclusion that the petition seeking eviction on the grounds contemplated U/s.21(2)(a) and 21(2)(b) of TNRRRLT Act is maintainable.

13. As already discussed above, the evidence of PW1 is the reproduction of the averments set out in the application in the chief examination and the same has not been rebutted by the other side since, the respondent remained exparte. It is the specific evidence of PW1 that the respondent has failed to pay the rent and there is arrears to a tune of Rs.93,600/- and the respondent has failed to enter into rental written agreement, after the expiry of the earlier tenancy agreement. Thus, from the oral evidence of PW1 and documentary evidence, it is clear that the respondent has defaulted in payment of rent and has also failed to enter into a rental agreement as contemplated under law and the respondent is liable to be evicted from the petition property. Accordingly, the point for consideration is answered in favour of the petitioner.

14. Result:

In the result, the application is allowed and the respondent is directed to vacate and deliver the vacant possession of the petition property to the applicant within a period of two months from the date of this order. No cost.

Dictated by me to the Steno-typist, directly typed by her in court system and corrected and the order was pronounced by me in the Open Court, on this the 4th day of July, 2026.

**Rent Controller
(Principal District Munsif,
Vellore)**

List of witnesses examined on the side of Petitioner:

- P.W.1-Yesu

List of Exhibits marked on the side of Petitioner:

- Ex.P1- Rental Agreement dated 05.01.2019 (Original)
- Ex.P2- Legal Notice dated 01.02.2025 (Office Copy)
- Ex.P3-Postal Return Cover (Original)

List of witnesses and Exhibits on the side of Respondent:

--Nil--

**Rent Controller
(Principal District Munsif,
Vellore)**