

IN THE COURT OF XV ADDITIONAL SESSIONS JUDGE, CHENNAI

**Present:- Thiru. R. Shanmuga Sundaram B.Com., L.L.B.,
XV Additional Judge (FAC)**

This Tuesday, the 23rd day of June 2026

Appeal Suit No. 90/2026

(CNR.No. TNCH01- 026470-2025)

against

O.S.No. 1227/2023

Ms. C. Rithanya
Proprietor of M/s. Navigator Zone,
Jaya Shree, 1st Floor,
No.55 (Old No.23), Moosait Street,
T. Nagar, Chennai -600 017.

... Appellant/defendant

-Vs-

Mrs. Priya Singer,
W/o. Mr. K.V. Prabhakaran
Represented by her Power Agent Sri K. Kasthuri Rangan (Age 75)
S/o. N.A. Krishnanswamy,
Flat No.5, "Sri Padmam", New Door No.14,
Soundararajan Street, T.Nagar, Chennai -600 017.

... Respondent/Plaintiff

On appeal against the Judgment and Decree dated 04.09.2025 in
O.S.No.1227/2023 passed by the Learned V Assistant Judge, City Civil Court,
Chennai.

Parties before the trial Court

in O.S.No.1227/2023

Mrs. Priya Singer,
W/o. Mr. K.V. Prabhakaran
Represented by her Power Agent Sri K. Kasthuri Rangan (Age 75)
S/o. N.A. Krishnanswamy,
Flat No.5, "Sri Padmam", New Door No.14,
Soundararajan Street, T.Nagar, Chennai -600 017.

... Plaintiff

-Vs-

Ms. C. Rithanya
Proprietor of M/s. Navigator Zone,
Jaya Shree, 1st Floor,
No.55 (Old No.23), Moosait Street,
T. Nagar, Chennai -600 017.

....Defendant

This appeal suit came up before me for final hearing on 10.06.2026 in the presence of M/s. M. Jaikumar, P.M. Kamalakkanan Counsels for the appellant/defendant and of M/s. Basu K. Balaiyanantham, A. Juhilin Jinu Jabarson & V. Thirugnana Sampanthamoorthi, Counsels for the respondent/Plaintiff and upon perusing the memorandum of grounds of appeal, judgment and decree of the trial Court and relevant records, upon hearing both side arguments and having stood over for consideration till this day, this Court delivered the following:

JUDGMENT

1. The appeal suit has been filed by the appellant to set aside the Judgment and decree passed by the Learned V Assistant Judge, City Civil Court, Chennai in O.S.No. 1227/2023 dated 04.09.2025.

2. Brief averments of the plaint are as follows:-

(i) The plaintiff appointed her paternal uncle Shrik Kasthuri Rangan S/o.Shri N.A.Krishnaswamy. The plaintiff is the absolute owner of the suit schedule property. In respect of the tenancy Agreement entered into between the Plaintiff and the Defendant dated 20.05.2020, the Defendant occupied the built up area of 1368 Sq.ft

in the first floor of the building bearing Door No.55/2 (Old No.23), Moosa Sait Street, T.Nagar, Chennai - 600017 as a tenant. The Defendant has not communicated to the Plaintiff the change of address mentioned in the Tenancy Agreement when the Defendant left the Hive in VR MALL, Chennai-600040. The letter addressed to Defendant mailed to that address was returned to the plaintiff with the postal remark "Left". Much later, through some other source the plaintiff has come to know that the Defendant has been operating at the above address. The Tenancy Agreement entered into with the Defendant on 20.05.2020 for duration of 11 months w.e.f 01.06.2020 had expired on the 28th April 2021. Since the Agreement had not been renewed, the Defendant's occupation of the premises is considered unauthorized. Monthly rent payable by the Defendant under the agreement was Rs.28,000/- per month. The defendant's younger brother Mr.C.Dinesh was the previous tenant in the premises for a monthly Rent of Rs.27,000/-, who had paid security deposit of Rs.81,000/- equivalent to 3 months rent, vide Cheque No.000106 dated. 19.12.2016, drawn on Karur Vysya Bank, Velacherry Branch, Chennai. At the time of his vacating the premises, Mr.C.Dinesh wanted his elder sister Ms.C.Rithanya, who is the Defendant herein, to occupy the premises as a tenant and had transferred the security deposit of Rs.81,000/- he had paid in 2016 towards security deposit payable by his Defendant sister Thus, the plaintiff has Rs.81,000/- as security deposit interims of the Tenancy Agreement dated 22.12.2016 entered into with Mr.C Dinesh and Clause 5 of the

Tenancy Agreement dated 20.05.2020 entered into with the Defendant herin confirm this.

(ii) Though the effective date of the tenancy was to start from 01.06.2020, the Defendant had requested the Plaintiff to accept half month rent for June 2020, which was agreed to by the plaintiff. There again the defendant paid only Rs. 13,500/- paying only partial rent for the first month her tenancy. The Defendant paid full rent for the month of July 2020 late after dilly-dallying for few days. Thereafter the defendant stopped paying rent totally. Defaulting payment of rent began from the very beginning of the tenancy. The Defendant has total rental arrears amounting to Rs.3,08,500/- (Rupees Three Lakhs Eight Thousand Five Hundred only) the break up of which is as follows:-

a) June 2020 balance rent due	:Rs.500
b) August 2020 to June 2021 for	
11 months @ 28,000/- per month	: Rs.3,08,000/-
Total	: Rs.3,08,500/-

(Rupees Three Lakhs eight thousand five hundred only)

(iii) The Defendant is in occupation of the premises in total violation of clause 14 of the Tenancy Agreement, which stipulates that if rent is not paid continuously for two months the Agreement as per Clause 14 would stand cancelled and the tenant has to vacate the premises. Since Defendant has committed default in payment of rent

right from the very beginning, her occupation of the premises is considered unauthorized. At the behest of the Defendant's request to occupy the plaintiff under a separate Tenancy Agreement entered into between the Plaintiff and the Defendant herein. The said Mr.C. Dinesh had transferred the security deposit of Rs.81,000/- he had paid in 2016 towards security deposit payable by his elder sister who is the Defendant herein as stated in para 4 above. The said Mr.C.Dinesh appears to be the person in the wanted list by the CB-CID for defrauding banks. The Anti-Corruption Bureau has been investigating the case against the Defendant's brother C.Dinesh under case No.20A2020/CBI/ACB/Chennai. When the 'lookout notice' for the Defendant's brother, who was the previous tenant of the premises, was pasted on the building by the Anti-Corruption Bureau, the Defendant failed to bring it to Plaintiff's notice for reasons best known to her only. Now it transpires that the Defendant's brother Mr.C Dinesh, before going into the hide-out, had cunningly handed over the possession of the said premises to the Defendant herein. Only when the Anti-Corruption Bureau summoned the plaintiff to appear before it to sign the sworn in statement as deponent to the effect whether the agreement entered into with Mr.Dinesh by the plaintiff, a copy of which was shown to the plaintiff by the Anti-Corruption Bureau, was genuine or forged one, it had transpired to the plaintiff that the Defendant's brother C.Dinesh was evading arrest for committing certain criminal activities while he was the tenant of the Plaintiff's premises.

(iv) The Defendant not informing the plaintiff about the lookout notice pasted in the building is in contravention of the clause 4 of the Agreement between the Plaintiff and the Defendant, which amounts to suppression of facts. The Defendant has also made some structural modification to the building without informing the Plaintiff orally or in writing. This again is in contravention of clause 16 and 21 of the Tenancy Agreement entered into between the Plaintiff and the Defendant. From the above it appears that Defendant is holding on to the premises illegally in connivance with Defendant's absconding brother to misuse the property or to usurp the property through some fraudulent means. It is a case of ploy jointly designed by the Defendant's absconding brother and the Defendant herself some how to hold on to the property with some ulterior motto. The plaintiff believes that the Defendant may be putting the premises to some illegal use or with intention to commit some fraud. The Plaintiff's planning to renovate the premises for the usage of her own purpose. Further, the plaintiff states that she has requested the Defendant to vacate the premises and to pay the arrears of monthly rent, maintenance and other charges applicable. The Defendant not paid the same to the Plaintiff and Defendant is continuing to hold on to the possession of the premises illegally and the same was not in accordance to the agreed terms and conditions of the Tenancy Agreement dated 20.05.2020. Without paying the monthly rent the Defendant continues to be the tenant in the said premises.

(v) On several occasions the plaintiff had approached the Defendant with request to vacate and hand over the premises to the plaintiff But the Defendant has not shown any inclination till date to hand over the premises to the plaintiff. Since, the defendant is occupying the premises even after the lapse of the Tenancy Agreement, she is liable to pay damages for illegal occupation. The Defendant has not paid rent from August 2020 to June 2021 for 11 months, which together with rental arrears of Rs 500/- for June 2020, amounts to arrears of Rs 3,08,500.00/-. The Plaintiff sent a self notice on 02.07.2021. The Defendant did not receive the self-notice' sent by the plaintiff, but some other from operating from the premises in the name of Pooja Angadi received the same. Not only the Defendant willfully defaulted payment of rent but also has sublet the premises without the knowledge of the plaintiff So, the plaintiff is entitled to evict the Defendant from the premises. The plaintiff already filed RLTOP No.730/2021 before the court of Small Causes and the same was withdrawn with liberty to file suit before the appropriate Civil Court. The plaintiff have issued the legal notice dated 03.12.2022 u/s 106 of the Transfer of Property Act, 1882 notice to quit and deliver vacant possession of the schedule property to the plaintiff and the same the above notice was returned by defendant under the endorsement left without intimation. Hence the suit

3. The averments of the written statement filed by the defendant in brief are as follows :-

(i) The Defendant states that she is a Managing Director of M/s.Navigator Zone Private Limited which is running business of supporting and auxiliary transport activities, activities of travel agencies and Media works. The respondent states that, since the plaintiff known her, the Defendant approached plaintiff for lease of her premises No.23/55, Moosa Street, T.Nagar, Chennai - 600017. The Defendant states plaintiff accepted the proposal and entered into lease agreement dated 20.05.2020 wherein Defendant paid advanced an amount of Rs.81,000/-. The monthly rent was fixed an amount of Rs.28,000/- and plaintiff delivered the possession of the scheduled property as Lease in to the Defendant. The Defendant states that while entering into the lease agreement, in the terms and condition the Defendant specifically states that for development of the business and for icon in the industry the minimum period of lease of the premises is to be 5 years it was informed to the plaintiff and the plaintiff accepted also. The Defendant states that, till date respondent promptly paid agreed rent amount into the Defendant without any due up to the year of 2020 March and renewed by May 2020 after that due to the Covid-19 critical situation in society.

(ii) During the year of 2020 October month plaintiff and their rowdy elements came to the suit schedule premises and threatened to evict the Defendant with the help of rowdy elements, and more the plaintiff made complaint to the R-1 Mambalam Police Station, T.Nagar, Chennai the complaint are all false, baseless, distortion of facts and in contradiction of truth. The enquiry is pending. Due to the plaintiff his

husband and gundas had big political back ground, the police also supporting to the plaintiff and trying to evicting and more trying to register the complaint, the Defendant will be so deprived loss of injury and business if police done so far. Thus without having any other way the Defendant faced the issues as follows. The plaintiff disconnected the electricity in government board and the same was questioned from the Defendant side there was no reply from the plaintiff side and again the Defendant approached the electricity board the officials replied as the plaintiff surrendered the electricity connection as no need and no one is residing or running office in the above said dispute scheduled property there was on default by the Defendant as in Covid-19 time she failed to pay the electricity bill due to the announcement of the government it has been taken as an valid ground by the plaintiff and surrendered and disconnected the electricity connection and up to date the Defendant uses the premises only through Jen-shet which causes sum of Rs 30,000/- per month huger than rent from 2021 January.

(iii) As per the agreement, the tenancy expires only at the year of 2021, the Defendant was not aware of the termination of agreement reason. In the meantime, the landlord Mrs. Priya Singer along with her power agent K.Kasthurirangan disconnected Electricity supply without even informing to defendant on the month of 2021 September and from that particular month till today the Defendant can't able to use the premises without electricity so Defendant kept the above said premises is closed position and in meanwhile the above said landlord/plaintiff Mrs.Priya Singe

gave an request before the electricity board and the electricity meter was surrendered by her. As per Sec. 20 of Tamil Nadu Regulation of Rights and Responsibilites of Landlords and Tenants Act, 2017, neither tenant nor landlord shall cut off or withhold any essential supply or service in the premises occupied by the tenant or the landlord. Contrary to this legal provision, the landlord has acted arbitrarily and cut off Electricity Supply which is an essential service. Even though Defendant pays rent to the premises without any arrears and comply all terms and conditions in the rental agreement the plaintiff in various ways tries to vacate Defendant from the premises before the rental agreement lapse in illegal manner.

4. After full trial, the trial court dismissed the suit. Aggrieved over the said Judgment, the appellant/defendant has preferred this appeal raising the following grounds:

a) The Decree and Judgment passed by the Trial Court are against law, facts, weight of evidence and opposed to all the probabilities of the case.

b) The reasoning of the learned Judge is totally incorrect. The court below considered the case meticulously but made the order on surmises and conjugations. The learned judge erred in decreeing the suit without property appreciating the evidence and materials on record and has failed to consider the defense of the appellant in its true perspective.

c) The trial court made a finding that " Upon hearing the arguments on both sides and on perusal of entire relevant records this court observed that the plaintiff has claimed the possession of the suit property on the ground that the defendant committed default in payment of rent. To prove the same the plaintiff's power agent

one K. Kasthuri Rangan was examined as PW1 and Ex.A1 to Ex.A11 marked. From the undisputed oral evidence of PW1 and Ex.A1 to Ex.A11 it is proved that the suit property belongs to the plaintiff and the same has been leased to defendant for monthly rent of Rs. 28,000/- for a period of 01.06.2020 to 28.04.2021."

" In this regard to rebut the evidence of PW1 about non payment of rent, the defendant has not produced any materials to prove the payment of agreed rent. Hence, in the absence of proof of payment of rent, it must be concluded that from the inception itself the defendant has committed default in payment of rent and as a consequence of the same the defendant is liable to be evicted from the schedule property" The judgment is a non – speaking one and suffers from total non-application of mind. The trial court merely reproduced pleadings and exhibits but gave no analytical finding on statutory violations, tenant rights, or the defense under the 2017 Act.

d) The court below failed to consider that the lease between the parties was not a monthly tenancy but a long term business lease. The appellant, being Managing Director of M/s. Navigator Zone Private Limited, entered into a tenancy with the respondent on 20.05.2020 with the clear understanding and oral consent of a minimum five – Year tenure. Which the respondent accepted at the inception of the lease. The finding that the lease expired on 28.04.2021 is therefore perverse and contrary to the intention of parties.

e) The trial court failed to appreciate the severe financial hardship and force majeure circumstances caused by the Covid-19 pandemic (2020-21). The appellant's business operations were completely disrupted by Government restrictions, thereby preventing full rental payment. The learned Judge failed to apply equitable considerations or the "doctrine of frustration" under section 56 of the Indian Contract Act and ignored the nationwide moratorium and rent – relief advisories during that period.

f) The finding of rent default is unsustainable. The appellant has paid rents till march 2020 and partial rent for subsequent months through adjustments of deposit, but the Court ignored this admitted fact. The respondent neither produced rent ledger nor produced any acknowledgment of arrears claimed. The mere absence of receipts cannot automatically imply non-payment, especially when the Respondent disconnected electricity and obstructed business activities.

g) The court below failed to note the illegally committed by the respondent in disconnecting essential electricity supply. Under Section 20 of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, no landlord shall cut off or withhold essential services. The disconnection of electricity by the respondent amounts to statutory violation, yet the learned Judge did not frame an issue or discuss this crucial illegality. The appellant was forced to use generator causing additional expenses and resulting in business, the respondent had disconnected electricity causing huge loss to the appellant.

h) The finding of subletting is wholly unsubstantiated. The respondent's allegation that the appellant sublet the premises to another entity (pooja Angadi) was never proved by any document or witness. The court mechanically accepted such claim without evidence.

i) The trial court failed to appreciate that the respondent had already invoked tenancy proceedings in RLTOP No.730/2021 before the court of Small causes, Chennai which was withdrawn with liberty to file a civil suit. The respondent having elected a special remedy under the Tenants Act cannot later file a fresh civil Suit for the same relief. The subsequent civil action is barred by res judicata and abuse of process.

j) The court failed to draw an adverse inference against the Respondent for non-production of the original lease deed or rent receipts. Mere marking of certified

copy of lease deed without producing primary proof under section 64 of the Evidence Act renders the evidence incomplete and unenforceable.

k) The court below has not considered the pending police complaint and harassment faced by the Appellant. The respondent, through her power agent, used rowdy elements to threaten and illegally disconnect power supply in October 2020, leading to police complaints pending before R-1, mambalam police Station. The judgment is silent on these serious factual aspects.

l) The trial court erred in placing the entire burden of proof on the defendant.

Under sections 101 -103 of the Evidence Act, the burden of proving arrears of rent lies upon the landlord/plaintiff. The respondent produced no receipts or bank extracts showing unpaid rent, yet the court concluded default merely from the defendant's non- production of receipts.

m) The learned Judge failed to appreciate that the premises were kept closed due to lack of electricity and were not in use. Hence, finding of illegal occupation or " unauthorized possession" is unsustainable in the absence of mens rea or intention to hold unlawfully.

n) The trial court erred in holding that the appellant's occupation was unauthorized simply because the 11- month lease agreement dated 20.05.2020 had expired on 28.04.2021. The learned Judge ought to have held that the tenancy continued by holding over, as per law, and the appellant was a tenant holding over or a statutory tenant, whose tenancy was not validly terminated.

o) The trial court erred in granting a decree for ejectment without proper regard to the relevant provisions of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (TNRRRLT Act, if applicable) or other governing tenancy laws.

p) The learned Judge grossly erred in accepting the total rental arrears of Rs. 3,08,500/- as claimed by the plaintiff. The trial court erred in holding that the tenancy agreement stood cancelled for non- payment of rent for two continuous months (Clause 14) without verifying if a valid statutory notice of termination was issued or served upon the Appellant as per law.

q) The trial court erred in holding that the tenancy agreement stood cancelled for non- payment of rent for two continuous months (Clause 14) without verifying if a valid statutory notice of termination was issued or served upon the appellant as per law.

r) The learned Judge erred by being unduly influenced by the extraneous and irrelevant allegations regarding the Appellant's brother, Mr.C. Dinesh, being on a wanted list by CB- CID or having a ' lookout notice' pasted on the building. The information is not a legally valid ground for the eviction of the appellant , who is a tenant under a separate agreement dated 20.05.2020.

s) The trial court failed to appreciate that the alleged non- communication of a change of address was immaterial once the appellant was served in the suit and was defending the matter.

t) The learned Judge erred in finding a contravention of Clauses 16 and 21 (structural Modifications) without a clear finding on whether the alleged modification was material or caused permanent damage to the demised premises, warranting a decree fro eviction. Hence the Judgment and Decree passed by the trial court is liable to be set aside and prays to allow the above appeal.

5. The unsuccessful defendant before the Trial Court is the appellant herein. The respondent herein is the plaintiff before the Trial Court. For the sake and convenience the parties are herein after referred according to their status before the

trial court. The plaintiff has filed the suit for directing the defendant to quit and deliver the vacant possession of the suit schedule property to the plaintiff. Aggrieved over the Judgment and decree passed by the Trial Court the appellant/defendant has preferred this appeal.

6. Based on the above said pleadings the Trial Court has framed the following issues.

1. Whether the plaintiff is entitled to get the relief of recovery of vacant possession of the suit property as prayed for?

2. To what other reliefs be granted ?

7. During the trial, on the side of the plaintiff, PW1 K. Kasthuri Rangan, was examined as PW1 and Ex.A1 to Ex.A11 were marked. On the side of the defendant, no witnesses examined and no exhibits marked. Upon considering the plaintiff side evidence and both side arguments, the trial Court decreed the suit. Aggrieved over the above said Judgment, the defendant has preferred the appeal. Heard both sides and perused the trial Court records including the oral and documentary evidence adduced by both side and arguments put forth by both sides.

8. Point for consideration in the appeal;

1.	<i>Whether the plaintiff is entitled to get the relief of recovery of vacant possession of the suit property as prayed for?</i>
2.	<i>To waht other reliefs?</i>
3.	<i>Whether decree and Judgment of the Trial Court namely the V Assistant City Civil Court, Chennai in O.S.No.1227/2023 dated</i>

04.09.2025 is to be set aside or not?

9. Point Nos. 1 to 3:

(9.1) Heard both sides. considered the submissions. The unsuccessful defendant before the trial court has filed the appeal challenging the Eviction decree passed by the learned V Assistant City Court, Chennai in O.S. No.1227/2023 dated 04.09.2025.

(9.2) The defendant before the trial court is the appellant here in. The respondent is the plaintiff before the trial court. The parties herein referred according to their status in the trial court.

(9.3) It is the case of the plaintiff, that the plaintiff is the absolute owner of the plaint schedule premises bearing Door No 55/2 (Old No.23), Moosa Sait Street, T. Nagar, Chennai -600 017. It is the case of the plaintiff, that the defendant entered into a tenancy agreement on 20.05.2020 and the period of tenancy is 11 months which expired on 28.04.2021 and further it is the case of the plaintiff that the monthly rent for the suit premises is Rs.28,000/- per month and a sum of Rs. 81,000/- was taken as advance in terms of the agreement the defendant occupied the above said premises and further it is the case of the plaintiff, after the expiry of the said lease agreement the same has not been renewed. Therefore the occupation of the defendant in the suit premises is considered as unauthorise one. Further it is the case of the plaintiff that from the inspection of the tenancy the defendant has committed default

in payment of rent. He was in arrear of Rs. 500/- towards rent for the month of June 2020 and further the defendant has committed stop payment of rent from August 2020 onwards and therefore the arrears of rent comes to Rs.3,08,500/-. Further the plaintiff wants the suit premises for her own occupation. Therefore the plaintiff issued a notice dated 02.07.2021 and the same was received by the one Mr. Pooja Angadi on 03.07.2021. Thereafter the plaintiff filed a RCOP No.730/2021 for eviction and the same was withdrawn by the plaintiff. Thereafter the plaintiff issued a notice u.s 106 of the Transfer of Property Act on 03.12.2022 and the above said notice was returned as left without intimation. Therefore the plaintiff filed the suit for ejectment and delivery of vacant possession of the property and for costs.

(9.4) The defendant appeared through her counsel and filed a written statement. The lease agreement between the plaintiff and the defendant has been admitted by the defendant in her written statement. Further the defendant has also admitted the lease deed dated 20.05.2020 entered into between the plaintiff and the defendant and further the defendant has also admitted the Quantum of rent and the advance amount. The defendant averred that the defendant wanted the suit premises for the lease period of 5 years and she has stated the same to the plaintiff and the plaintiff has also accepted the same. Further the defendant is promptly paying agreed rent to the defendant upto 2020 march and further she has stated in her statement during the month of October 2020 the plaintiff and her rowdy element threatened to evict the defendant. Further the plaintiff disconnected the electricity connection by

surrendering the electricity connection to the electricity board. Therefore there is no electricity connection till date and the defendant uses jen- shet which causes a sum of Rs.30,000/- per month from January 2021. Further the defendant could not use this premises without electricity. So the defendant kept the suit premises in a closed position. Further she pleaded that as per Section 20 of Tamilnadu Regulation of Rights and Responsibilities of Landlords and Tenants Act 2017, the plaintiff shall not cut off or withhold essential supply. Further the lease agreement provides extension of lease period. Therefore the suit filed by the plaintiff is liable to be dismissed.

(9.5) Based on the pleadings the trial court framed issues and during the trial the plaintiff's Power agent Mr.Kasthuri Rangan was examined as PW1 and through him Ex. A1 to A11 were marked. It reveals from the records that the PW1 was not cross examined on the side of defendant nor the defendant adduced evidence. From the trial court records, it discloses that the PW1 cross examination was posted on 25.11.2024, 09.12.2024, 06.01.2025, 10.01.2025, 29.01.2025, 31.01.2025, 06.02.2025, 19.02.2025. Further it reveals from the trial court adjudication that despite multiple opportunity granted to the defendant, the defendant did not turn up for cross examination of PW1. Finally the trial court closed the cross examination on 19.02.2025. Thereafter the plaintiff evidence was closed and it reveals from the trial court adjudication that the defendant's evidence was also closed on 13.03.2025 and finally the trial court decreed the suit as prayed for.

(9.6) Since there is no substantial evidence on the side of the defendant the above said Judgment and decree shall be considered only as *exparte*.

(9.7) The defendant has chosen to challenge the above said Judgment filing the present appeal. The defendant through his counsel argued that, the plaintiff has failed to prove the arrears of rent and further the plaintiff has willfully disconnected the electricity connection in contravention of Section 20 of Tamilnadu Regulation of Rights and Responsibilities of Landlords and Tenants Act 2017. Therefore the defendant prays to set aside the Judgment and decree of the Trial court. Per contra the learned counsel for the plaintiff would submit that this is a suit filed by the plaintiff based on the termination notice u/s 106 of Transfer of Property Act. Therefore the plaintiff need not prove the arrears of rent, and requirement for own use and occupation. Further the defendant has not filed single piece of document to show, that she has paid the rent from August 2020. The termination notice was marked Ex.A4. The landlord not prove the grounds for eviction. The landlord establishes the service of termination notice. Therefore the plaintiff is entitled for decree for eviction. The case in hand the plaintiff has sent the termination notice to the defendant. The above said notice was sent to the defendant to the suit premises and the same was returned as left without intimation. The return cover was marked as Ex.A7. Admittedly the defendant has taken the suit premises as lease and she has occupied the lease premises and she is an occupation of premises till date. Therefore U/s.27 of the General Clause Act it is presumed that the notice sent by the plaintiff under Ex.A4

is deemed to be served until contrary is proved. The defendant has not pleaded and established to rebut the above said presumption. Therefore this court holds that Ex.A4 notice has been duly served upon the defendant. Further the tenancy agreement is marked as Ex. A2 & 3. Upon perusal of Ex.A3 it shows that the tenancy is for the period of 11 months w.e.f 01.06.2020. Further the Clause 3 of the agreement specifically states the period of 11 months from 1st June 2020 to 28.04.2021. Therefore the above said tenancy agreement was expired on 28.04.2021. Admittedly the plaintiff and defendant have not renewed the above said agreement. Therefore the defendant occupancy is considered as tenancy at sufferance. Therefore the plaintiff has established the service of termination notice u/s 106 of Transfer Property Act. Hence the trial court rightly considered the case and decreed the suit. This court does not find any illegality to interfere with the findings arrived at by the Trial Court. Accordingly these Points are answered.

In the result, this appeal is dismissed with cost and the decree and Judgment passed by the Learned V Assistant Judge, City Civil Court, Chennai in O.S.No.1227/2023 dated 04.09.2025 is hereby confirmed.

This Judgment has been dictated by me to the Stenographer, transcribed and computerized by her, corrected and pronounced by me in the open Court, on this Tuesday the 23rd day of June 2026.

XV Additional Judge(FAC),
City Civil Court, Chennai.

Copy to :-

The Learned V Assistant Judge,
City Civil Court, Chennai
(With trial court records)