



IN THE XV COURT OF SMALL CAUSES, CHENNAI

PRESENT: Mr.R.Yugesh, B.E., LL.B(Hons).,

XV JUDGE

Thursday the 16th day of July 2026

RLTOP.No. 141 of 2025

(CNR No.TNCH09-002038-2025)

Mr.M.SasiKumar

adoptive son of Late.Thiru V.Ramachandran

No.8/24, Duraisamy Naicken Street,

Ayanawaram, Chennai-600 023.

...Petitioner

-Vs-

Mr.R.Shanmugasundaram

Son of Rathinasamy

Shop No: 2, at Old Door No: 154, New No: 375.

Konnur Road, Ayanavaram,

Chennai-600 023.

...Respondent

This petition came up for final hearing before me on 07.07.2026 in the presence of M/s.S.Bhargavan, P.Venugopal and S.A.Gandhi, Learned Counsels for the Petitioner and M/s.P.Parthipan and D.S.Samraj, Learned Counsels for the Respondent. On hearing the arguments and on perusing the records, written arguments and having stood over for consideration till this day, this court delivers the following:

ORDER

This petition is filed under Section 21(2)(a) of Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, Hereinafter said to be 'TNNRRRLT Act' for the sake of brevity.



The facts that are absolutely germane for the deciding this petition are as follows :

1. Petitioner's case in Brief:

The Applicants states that he is the legally adopted son of Mr.V.Ramachandran who originally owned the said schedule mentioned premises. The Respondent has been a tenant under the Late.Mr.V.Ramachandran, for the past several years vide rental agreement dated 03.06.1989 for a monthly rent of Rs.4,500/- for commercial purpose. The Petitioner states that during COVID pandemic period in the year 2021, his adoptive parents Mr.V.Ramachandran, Tmt.R.Parameswari passed away, leaving behind the Petitioner as their only legal heir to succeed their estate. The adoptive father of the Petitioner Thiru. V.Ramachandran, during his lifetime, had also written a last will and registered as Document No. 42 of 2019 the probated the said Will from the Hon'ble High Court of Madras vide order dated 20.12.2022 in O.P.No.457/2022 and thus became the absolute owner of the aforesaid house property wherein the petition scheduled shop portion is situated.

The Petitioner states that the Respondent is fully aware of all afore mentioned facts and after death of the Petitioner's adoptive father, the Respondent paid the monthly rent regularly to the Petitioner till July 2021. The Petitioner repeatedly told the Respondent to enter into a fresh rental agreement with him as he had become the owner of the property, the Respondent was prolonging the



same and stopped paying monthly rent from August 2021 in respect of his tenancy in the schedule mentioned property and also failed to come forward to execute fresh tenancy agreement with the Petitioner. However, as a final chance, the Petitioner issued a lawyer notice dated 05.07.2024. Though the Respondent has acknowledged receipt of the said legal notice, neither he chose to enter into rental agreement with the Petitioner nor send any reply to the notice and kept silent. The Petitioner states that as on date there is no valid legal rental agreement. Therefore the parties have failed to enter into any agreement as per Section (2) of 4 of the new act and the Respondent to be evicted under section 21(2) of the TNRRRLT Act.

2. Counter filed by the Respondent:

The Respondent states that he is a legitimate lessee of the premises by entering into a rental agreement in the month of January 2020 with Mr. V. Ramachandran. Hence, the Respondent is a lawful tenant and enjoying the tenancy premises for about 5 years without any default in rent. After demise of the said landlord, Mrs. Lakshmi, sister of Mr. V. Ramachandran approached the Respondent and complained about the activities of the Petitioner Mr.M.Sasikumar and thereby instructed not to pay any rent to the Petitioner and also demanded to pay the rent to her. Thereby, the Respondent has started paying rent to Mrs. Lakshmi after demise of Mr. V. Ramachandran till July 2025 without fail. The Respondent submits that the Petitioner had never showed any title to this tenant



because, the Petitioner himself was the tenant occupying one portion and running tea shop of many years. It is further stated by the Respondent that since, the title over the tenancy premises is in dispute, his rights are to be protected. The Respondent never paid even single penny to the Petitioner on the other hand he paid rent to Mrs. Lakshmi being the sister of the original landlord Mr. V. Ramachandran. Hence, the Respondent prays to dismiss this application.

3. Point for consideration:

(i) Whether this petition is to be allowed under Section 21(2)(a) of the Act on the ground of failure to enter into a tenancy agreement ?

On the side of the Petitioner, Mr. M. Sasikumar was examined and Ex.P.1 to Ex.P5 were marked. There is no evidence on the side of the Respondent.

4. Discussion:

4(i) The Learned Counsel for the Petitioner would argue that the Petitioner is the adopted son of Mr. Ramachandran, who had inducted the Respondent as a tenant in the year 1989 for monthly rent of Rs.4500/-. It is further argued that the Petitioner's adoptive parents died in the year 2021 and during the life time of Mr.V.Ramachandran he had written a Will vide Ex.P2 and further Legal Heirship Certificate was also in favour of the Petitioner Ex.P3, therefore the Petitioner is the successor-in-interest and continued the tenancy with the Respondent. Finally it is argued that the Respondent failed to enter into a registered tenancy agreement with the Petitioner even after several request made to the Respondent. Hence, the



Petitioner prays for eviction of the tenant under section 21(2)(a) of TNRRRLT Act, 2017.

4(ii) In response to the above said contentions, the Learned Counsel for the Respondent would admit the tenancy with Mr.V.Ramachandran but denies the averment that the Petitioner is the adoptive son of the said Mr.V.Ramachandran. Further, it is argued that Mr.V.Ramachandran's sister Mrs.Lakshmi is the actual legal heir of Mr.V.Ramachandran who, after the demise of Mr.V.Ramachandran collected the rents from the Respondent herein. Therefore, the Petitioner has no right to filed this RTLOP in respect of premises and further argues that the Respondent is willing to deposit the rent before this Court. Therefore, prays for dismissing this application.

4(iii) On thoughtful consideration of the arguments advanced by the Learned Counsel on both sides and on perusal of the records, it is clear that the Respondent admits tenancy with Mr. V. Ramachandran but denies the same with the Petitioner. To counter the said contention, the Petitioner filed Ex. P1 to P4 to prove that he is the legal heir of deceased V. Ramachandran and also the landlord to the premises.

4(iv) The Respondent states that one Mrs. Lakshmi is the sister of his landlord who used to collect the rents from him subsequent to the landlord's demise. On perusal of the records, the said lakshmi filed petition vide M.P.No. 05



of 2026 to implead herself as 2nd Respondent and the said petition was dismissed on merits and it was not challenged till this date and therefore the said order attained finality. Hence, at present there is no valid rival claim on record. The Respondent though states that he has been paying rents to Lakshmi till July 2025, he has not proved the same. The contention that the rent was paid by cash cannot be accepted for the reason that, it is expected from the tenant as a matter of ordinary prudence to record the alleged payment of rents when there are rival claims, which is not done by the Respondent in this case.

4(v) Thus from the above discussion and from Ex. P3 legal heirship certificate, it is prima facie evident that the Petitioner is the legal heir / Successor in interest of Late V. Ramachandran and accordingly covered under the definition of “*landlord*” under section 2(c) of the TNRRRLT Act. While that being said, Since the Respondent had already admitted the tenancy with late V. Ramachandran, it is a settled law that after his demise, the tenancy stands attorned in favour of the Petitioner/ successor-in-interest and continues until duly terminated. Thus, the jural relationship of Landlord and tenant between the parties herein stands established accordingly.

4(vi) Proceeding further, The Petitioner has filed this application against the Respondent on the ground that there is no registered agreement entered into between the parties herein as per Sec 4(2) of the Act. The said provision of law



has made it clear that in the absence of registered tenancy agreement, the tenancy shall be terminated if the landlord applies for the same u/s 21(2)(a) of the TNRRRLT Act irrespective of fault on either parties. Proviso to sub-section 2 of section (4) casts duty upon both landlord and tenant to have their tenancies registered and in failure of the same, the landlord shall have the right to apply for termination of tenancy under section 21(2)(a).

4(vii) The case of the Petitioner with regard to jural relationship and non existence of registered agreement has been has not been disproved by the Respondent.

4(viii) From the above discussion, it is apparent that the tenancy between the parties herein is proved and the fact that there is no written tenancy agreement between the parties as contemplated under section 4(2) the Act is also proved. Therefore, this case falls within the ambit of Section 21(2)(a) of TNRRRLT Act, 2017.

In support of this view, this Court would like to rely upon the judgment rendered by the Hon'ble High Court of Madras in ***V.S. Mohan V. Sarath Naseera and ors, reported in 2024 (6) CTC 53***, wherein it was held that

Para 16. ...The new Act demands that any person taking possession of the property as a tenant or any person giving the property under tenancy as a landlord, should do so only by way of an agreement in writing. In case, Tenancy Agreement in writing is not entered into between the parties, then



Section 4(2) Proviso makes it clear that the Landlord or the Tenant can apply for termination of tenancy under Clause (a) of sub-section 2 of Section 21 of the Tamil Nadu Act 42 of 2017. The effect of Section 21(2)(a) is also clear. Under the said provision, if an application is made to the learned Rent Controller and the learned Rent Controller finds that the Landlord and Tenant have failed to enter into an agreement, then, he shall pass an order of recovery.

Para 19. ...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(ix) Therefore, in view of the foregoing discussion, this Court is of the considered view that the Petitioner is entitled for repossession of the petition premises from the Respondent as per Section 21(2)(a) of the TNRRRLT Act.

5. In the result, this petition is allowed under section 21(2)(a) of Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act 2017, whereas,



a. The Respondent is directed to vacate and hand over the vacant possession of the schedule premises to the Petitioner within one month from the date of this order.

b. Parties shall bear their own costs.

Dictated by me to the stenographer, directly computerized by her, corrected and pronounced by me in open court on this the 16th day of July 2026.

XV JUDGE
Court of Small Causes
Chennai

Petitioner's side Witness:

P.W.1	:	M.SasiKumar
-------	---	-------------

Petitioner side Exhibits:

Exhibits	Date	Description
Ex.P.1	08.08.2019	Certified Copy of Deed of Adoption, registered as document No.204 of 2019 on the file of Sub Registrar, Anna Nagar, Chennai.
Ex.P.2	16.08.2019	Certified Copy of the Last Will of Mr.V.Ramchandran
Ex.P.3	09.08.2021	Online Copy of Legal heir Certificate in certificate No. TN-7202106241381
Ex.P.4	20.12.2022	Online Copy of Order in O.P.No.457/2022 Passed by the Hon'ble High Court of Madras for issuance of Letter of Administration with Will to the Petitioner
Ex.P5	05.07.2024	Original Certificate of Lawyer notice issued by the Petitioner to the Respondent, with acknowledgment card.



XV SCC, CHENNAI

RLTOP.No. 141 of 2025

Respondent's side Witness: Nil

Respondent's side Exhibits: Nil

XV JUDGE
Court of Small Causes
Chennai