

**IN THE COURT OF PRINCIPAL DISTRICT JUDGE,
CHENGALPATTU DISTRICT.**

Present : **Thiru.T.Chandrasekaran, M.L.,**
Principal District Judge, Chengalpattu.

Thursday the 9th day of April, 2026

**Regulation of Rights and Responsibilities of
Landlord and Tenant Appeal No.07 of 2023**

CNR.No.TNCG01-006437-2023

S.Lalitha . . . Appellant / Petitioner.

/Vs/

G.Kumar . . . Respondent / Respondent.

*On appeal against the Order and Decretal order dated
26.06.2023 made in RLTOP No.4/2021 on the file of learned District
Munsif, Chengalpattu,*

BETWEEN

S.Lalitha . . . Petitioner.

/Vs/

G.Kumar . . . Respondent.

This appeal came up before me for final hearing on 05.01.2026
in the presence of Tvl.K.Vijayakumar and P.S.Vasanthakumar, Advocates
for the appellant and the respondent was called absent and set exparte, upon
hearing the arguments of appellant side counsel, perusing the entire records

and having stood over the matter for consideration till this day, this court delivers the following

ORDER

This appeal is filed by the appellant to set aside the Order and Decretal order dated 26.06.2023 made in RLTOP No.4/2021 on the file of the learned District Munsif, Chengalpattu and to allow the appeal.

2. The averments set out in the petition filed by the petitioner in RLTOP No.4/2021 briefly read as follows:

The respondent is a tenant under the petitioner. In the month of September 2017, the respondent approached the petitioner's husband V.Selvam to let out the shop premises in total for TASMAL Bar Shop business purpose. Subsequent to the demise of V.Selvam, husband of the petitioner, the petitioner had succeeded the said property and she became the absolute owner and landlord of the schedule premises situated at Door No.21-A, GST Road, Chengalpattu. Hence, the petitioner is the landlady as defined under the Act. The respondent is occupying the shop premises in total on a monthly rent of Rs.75,000/- computed according to every English Calendar Months and the rent is payable on or before 10th of every succeeding English Calendar month. The respondent had paid a sum of Rs.5,00,000/- as caution / security-cum-advance deposit at the time of inception of tenancy. The tenancy is purely for commercial use only and the rent payable is exclusive of electricity and other charges. The petitioner

has initiated to enter rental agreement, but the respondent has not come forward to enter into a rental agreement as per Section 4(2) of the Act, hence seeking for termination as per the Transfer of Property Act, the respondent is liable to be evicted under Section 21(2) of the said TNRRRLT Act also.

2 (ii) The respondent has paid the monthly rent till the month of February 2020. Thereafter the respondent deliberately failed and neglected to pay rents due from March 2020 even after repeated demands made by the petitioner to the respondent. The respondent knows very well that there are huge arrears of rent due payable by him, even after adjustment of caution deposit from arrears of rent. Even after issuance of statutory legal notice on 04.01.2021, the respondent has not come forward to pay the total arrears of rent till date. In the legal notice sent by the petitioner, among other things, it is very clearly stated that the respondent is rental due from March 2020 onwards. The said legal notice was received by the respondent, but he has not sent reply, no amount was sent or rendered by the respondent and also not come forward to enter into the rental agreement with the petitioner, which is wanton and deliberate. The rental arrears as on date payable by the respondent is from the month of March 2020 to February 2021, i.e., Rs.75,000/- x 12 months - Rs.9,00,000/-. Hence, notice of termination as per the Transfer of Property Act, 1882 was issued. The

respondent is liable to be evicted under Section 21(2)(b) of the TNRRRLT Act also.

2 (iii) As per Section 23 of the Act, the respondent is liable to pay compensation for use and occupation at double the monthly rent after his tenancy has been terminated on 05.02.2021 by way of notice dated 04.01.2021. Hence, the respondent is liable to pay double the rate of rent at Rs.1,50,000/- (Rs.75,000 x 2) per month from 05.02.2021 as per Section 23 of TNRRRLT Act. Hence, the petition for an order of eviction against the respondent under Section 21(2)(a) and 21(2)(b) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlord and Tenant Act, 2017 as amended by the TNRRRLT Rules, 2019 from the petition mentioned premises.

3. The averments set out in the counter filed by the respondent in RLTOP.No.4/2021 briefly read as follows:

Finally, after the commencement of the new Act, the rental agreement was entered into between the petitioner and the respondent on 18.10.2019 for the period of 11 months from 19.10.2019 to 18.09.2020. Hence, at the time of entering the said rental agreement, new Act came into force and as per Section 4 of the new Act, the rental agreement should be registered to file any petition before the rent court under the Rights and Responsibilities of Landlords and Tenant Act, 2017, which came into force on 22.02.2019. But the said rental agreement was not registered, hence as

per the land mark judgment rendered by the Hon'ble High Court of Judicature at Madras in CRP (NPD) Nos.3056, 3061, 3062, 3063 and 3067 and 3094/2021 dated 25.01.2022, the petition is not maintainable in law and on facts. The petitioner is not entitled to seek remedy under the new Act. Hence, the petition is liable to be rejected.

3 (ii) From the beginning itself it was represented by the petitioner that the premises rented out belongs to them. Based on the representation alone the respondent paid an advance of Rs.5,00,000/- and entered into an agreement with the petitioner. Since a portion of the premises was rented out to TASMALC authorities by the petitioner to run a TASMALC liquor shop, the respondent took the disputed premises for rent to run a bar attached with the above shop. While so, in the month of December 2019 the Executive Officer of the Arulmighu Ekambareswarar Temple, Chengalpattu, came and directed the respondent to vacate the premises within a week, saying that the premises belong to the said temple and as per the Hindu Religious and Charitable Endowment Rules, no person should be permitted to do any kind of business relating to breweries and bar. Further the Executive Officer of the said temple told that if the respondent fails to vacate the premises within a week, suitable action would be taken against him through police authorities and also the TASMALC authorities. It was immediately communicated to the petitioner by the respondent, for which she promised that she will take care of the same and no action would be

taken against the respondent. But again, and again the Executive Officer of the Arulmighu Ekambareswarar Temple, Chengalpattu, came and made disturbances to the business of the respondent with the assistance of police.

3 (iii) Hence, after intimating to the petitioner, the respondent vacated the shop in the month of February 2020 and asked the petitioner to repay the advance amount. Initially the petitioner has agreed to repay the advance amount and asked time for 3 months. When the respondent asked the advance amount in the month of June 2020, the petitioner asked some more time by citing the Covid-19 situation. At no point of time, the petitioner refused to repay the advance amount, she just sought time to repay the same by saying some lame excuses. But, suppressing all the above said facts, now the petitioner filed the petition with false and baseless allegations. The petition itself is not maintainable as the disputed premises belong to the temple and now the temple authorities got possession of the same by evicting the TASMACH shop run in the same premises under the rental agreement entered with the petitioner. In the month of February 2020 only the respondent came to know that the disputed premises belong to the temple and the petitioner was only a tenant under the temple. As of now, the petitioner is also not connected with the petition mentioned property. Without any right over the property, the petition has been filed by the petitioner as against the respondent. Hence, the petition is liable to be dismissed.

3 (iv) The Executive Officer of the Arulmighu Ekambareswarar Temple, Chengalpattu, and the District Manager of TASMAL, Kancheepuram District are the proper and necessary parties to adjudicate the dispute. Hence, the petition is liable to be dismissed on the ground of non-joinder of necessary parties. At the time of filing the present petition, there was no relation in between the petitioner and the respondent as landlord and tenant. Since there is a dispute regarding the ownership of the property, the petitioner is not entitled to file the petition. The address of the respondent mentioned in the petition is incorrect. At present the respondent is not having any business in the address mentioned in the petition. Though the court notice contained the address of disputed premises, it was served to the respondent in his residential address at No.121/17, Thimmarajakulam, GST Road, Chengalpattu. Knowing the importance of the court process, the respondent received the court notice. Hence, no adverse inference should be taken on receiving the court notice, which contain the address of disputed premises. The respondent reserves his right to recover the advance amount from the petitioner under Section 24 of the Right and Responsibilities of Landlords and Tenant Act, 2017. The petitioner has not valued the petition properly and failed to pay the correct court fee to entertain the petition. The court fee paid by the petitioner is incorrect, as the petitioner failed to pay court fee for the premium amount of Rs.5,00,000/-. Hence, prayed for dismissal of petition with heavy cost.

4. Upon the averments in petition and counter, the court below framed the following issues:

1) Whether the petition is deserved to be allowed or not?

5. During enquiry before the court below, on the side of the petitioner, the petitioner has examined herself as PW1 and Ex.P1 to Ex.P8 have been marked. On the side of the respondent, the respondent has examined himself as RW1 and Ex.R1 and R2 have been marked.

6. The court below after going through the evidence adduced by petitioner/landlady and after hearing the arguments of both sides, dismissed the petition on 26.06.2023 and not granted the relief claimed by the petitioner / landlady without costs.

7. The adjudication of the court below are as follows:-

(a) The rental agreement entered into between the petitioner and the respondent on 18-10-2019 is admitted.

(b) The fact of petition premises belonging to the Ekambareswarar Temple, Chengalpattu, was suppressed by the petitioner and nowhere in the petition, there is whisper about it. Only in the cross examination of PW1, she admits that the petition premises belong to Ekambareswarar Temple.

(c) Moreover, as the property belongs to temple, the temple authorities should have been arrayed as parties in the petition filed by the petitioner.

(d) As there is suppression of material facts and the petitioner came to this court with unclean hands, this court is not inclined to grant any relief to the petitioner.

8. Aggrieved by the said Order and Decretal Order, the petitioner has preferred the present appeal in RLTA No.7/2023 on the following

Grounds

(1) The Order and Decree of the learned District Munsif / Rent Court is against law, contrary to evidence and probabilities of the case.

(2) The learned District Munsif / Rent Court has miserably erred in not considering the well-established evidence of the appellant / landlady and the learned District Munsif failed to consider the Exs.P1 to Ex.P8 which are all in favour of the appellant / landlady.

(3) The learned District Munsif ought to have allowed the RLTOP.No.4/2021 when there is un-rebuttable evidence of PW1 and the documents available on records before the District Munsif Court.

(4) The learned District Munsif failed to consider the evidence of PW1 in which she has proved that the respondent is a tenant and was paying rent of Rs.75,000/- and the respondent / tenant had committed willful default in payment of rent from the month of March 2020 onwards.

(5) The learned District Munsif failed to consider that the respondent / tenant had not marked relevant documents to prove his case

and on the other hand the District Munsif wrongly considered the issues and came to a wrong conclusion that the Temple is the owner of the property, though the appellant proved her case that her late husband is the absolute owner of the super-structure and she had inherited the petition property as the legal heir of her late husband V.Selvam.

(6) The learned District Munsif / Rent Court failed to conduct the RLTOP as per the summary procedure as laid down in the Act and the Rent Court failed to follow the legal procedure as laid down in Section 36(e) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017.

(7) The learned District Munsif followed the false assumption as raised by the respondent / tenant in his counter without any documentary evidence of the respondent / tenant and thereby missed the crux of the matter and the District Munsif came to wrong conclusion.

(8) The learned District Munsif failed to consider the case of the appellant / landlord herein and has dealt the above case in a wrong perspective and in a hurried manner, which resulted in the miscarriage of justice.

(9) The learned District Munsif failed to consider that the willful default committed by the respondent / tenant from the month of March 2020 and the Rent Court has not considered the legal principles and came to wrong conclusions.

(10) All the reasoning given by the learned District Munsif in support of the findings and conclusions are baseless and against law.

In view of the above grounds, the appellant prays to set aside the Order and Decretal Order dated 26.06.2023 made in RLTOP No.4/2021 on the file of the District Munsif, Chengalpattu, and to allow the appeal.

9. The points that arise for determination in this appeal are as follows:

- 1) Whether the Rent Control court is justified in dismissing the RLTOP?
- 2) Whether the appeal is deserved to be allowed?

For the conveniences sake the parties are referred to herein after according to their litigative status before the court below.

10. On point No.1 & 2:

Of course, the relationship between the petitioner and the respondent as landlord and tenant is admitted by the parties. More so, the rental agreements have been marked as Ex.P1, Ex.P4 and Ex.P8. It is the admitted version of the respondent/tenant that the respondent paid an advance of Rs.5,00,000/- and entered into an agreement with the petitioner, since a portion of the premises was rented out to TASMALC authorities by the petitioner to run a TASMALC liquor shop, the respondent took the disputed premises for rent to run a bar attached with the above shop, the respondent vacated the shop in the month of February 2020 and asked the

petitioner to repay the advance amount. Of course, this may be the reason for the respondent to remain *exparte* all along in the present appeal.

11. It is made clear in the grounds of appeal *per se* that the petitioner's late husband was the absolute owner of the super-structure and she had inherited the petition property as the legal heir of her late husband V.Selvam. As per **2024(6) CTC page 764** between ***K.Thamaraiselvan vs. Sivakami Sachitanandam***, relied upon by the appellant, *Once Tenant admitted that he was inducted as Tenant by Landlord, he cannot take contrary stand denying Title."*

12. The counsel for appellant also placed his reliance upon ***CRP (PD) No.3070/2021 and CMP.No.21652/2021 dated 06.01.2022*** between ***S.Krushnan Vs. R.Kalaivani***, wherein it is decided that the dispute regarding title cannot be gone into, therefore, letting in evidence on the question of title cannot be permitted, unlike the predecessor enactment viz., Tamil Nadu Buildings (Lease and Rent Control) Act, the new Act does not contain a provision for a decision on the dispute regarding title in the proceedings under the new Act before the Rent Court. In this context the counsel for appellant also emphasized the definition of tenant under the Act dealt with vide **2024(2) CTC page 423 between Andal Vs. Lawrence Swami Doss and others.**

13. Nevertheless there cannot be any second opinion that it is only the Arulmighu Ekambareswarar Temple was the absolute owner of the land

and in the month of December 2019 the Executive Officer of the Arulmighu Ekambareswarar Temple, Chengalpattu directed the respondent to vacate the premises saying that the premises belong to the said temple and as per the Hindu Religious and Charitable Endowment Rules, no person should be permitted to do any kind of business relating to breweries and bar. It is the further contention of the respondent that the Executive Officer of the temple apprised that if the respondent fails to vacate the premises within a week, suitable action would be taken against him through police authorities and also the TASMALC authorities, it was immediately communicated to the petitioner by the respondent, while so again, and again the Executive Officer of the Arulmighu Ekambareswarar Temple, Chengalpattu, came and made disturbances to the business of the respondent with the assistance of police and hence, after intimating to the petitioner, the respondent vacated the shop in the month of February 2020 and asked the petitioner to repay the advance amount.

14. Such being the case, the plea of the petitioner that the respondent is liable to pay double the rate of rent at Rs.1,50,000/- (Rs.75,000 x 2) per month from 05.02.2021 as per Section 23 of TNRRRLT Act cannot be tenable at all and as emphasized by the court below what actually prompted the respondent to vacate the premises having been suppressed, the appeal does not deserve merits. The P.W.1 in her cross examination deposed that she does not know whether the TASMALC Wine

shop was running in the demised premises for 5 to 6 years, she fairly admitted the payment of Rs.5,00,000/- as advance and the fact that the shop remains in locked condition at present. Therefore, the balance of convenience lies in favour of the respondent only not withstanding the fact that the respondent has not chosen to impugn the present appeal. She also admitted in her cross examination that till February 2020 the respondent was paying rents regularly and the advance amount of Rs.5,00,000/- has been adjusted towards rental arrears. As a matter of fact, the conduct of the petitioner letting in the premises belonging to the temple to run wine shop cannot be justified and countenanced in law.

In the result, the RLTA No.7 of 2023 is dismissed. However, no order as to costs.

Typed to my dictation, corrected and pronounced by me in open court, on this the 9th day of April, 2026.

Principal District Judge,
Chengalpattu.

Both side witnesses and exhibits in trial court:

As per trial court Order.

Both side witnesses and exhibits in appeal:

Nil.

Principal District Judge,
Chengalpattu.