

**IN THE COURT OF DISTRICT MUNSIF CUM JUDICIAL MAGISTRATE, PALLAVARAM**

**PRESENT: Thiru.C.P.MULLAI VANAN, B.A.B.L.(Hon's),**  
District Munsif cum Judicial Magistrate, Pallavaram

**Monday, 01<sup>st</sup> day of June 2026**

**RLTOP No: 03/2024**

**CNR.No: TNCG10-001238-2024**

Meenakshi

...Petitioner/Landlady

/Vs/

Udhuman

...Respondent/Tenant

This petition was came before this court for final hearing on this day in the presence of Tr.V. Muthuraman, counsel for the petitioner and K.M. Mohamed Ziauddin and S. Gopinath, learned counsel for the respondent. Upon perusing the entire case records, on hearing both sides argument and having stood over for consideration till this date, this court delivers the following,

**ORDER**

1) Petition filed by petitioner to seeking to direct the respondent to vacate and hand over vacant possession of the schedule mentioned premises to the applicant under sections 21(2)(a) of TNRRRLT Act.

**2) Brief averments of the petition:**

2.1) The petitioner submits that she is the absolute owner of the premises situated in Chengalpattu District, Pallavaram Taluk, within the limits of in Cantonment Pallavaram and Corporation of Tambaram, in Indira Gandhi Road, formerly known as Police Station Road, bearing door No: 7/38A, measuring about 200 Sq.ft which is more fully described in the schedule hereunder and hereinafter referred as the schedule mentioned premises. Originally the Respondent was the tenant ever since from the year 1976 in respect of the shop premises bearing door No: 7/38-A, Bazaar Road, measuring 200 Sq.ft, which is more fully described in the schedule herein on monthly

rental basis for non-residential purpose to run the business of Fancy Items in the name & style of 'Tajudheen Stores' and the tenancy is oral one and commenced as per the English calendar month i.e.. from the first day of the month ending with the last of day of that month and then the monthly rent was enhanced at Rs. 8000/-PM payable on or before every 5th of succeeding month exclusive of E.B. consumption charges and now the present, monthly rent is Rs. 9,000/- and you have also paid a sum of Rs. 10,500/- towards rental advance and thereafter you have not paid any amount towards rental advance in respect of the premises which shall be refunded only at the time of vacating or handing over the premises after adjusting the arrears of rent, E.B. Charges and damages if any to the Petitioner and the Respondent entered and continued the tenancy with the Applicant on oral agreement basis with the above stipulated conditions and on expiry of every 11 months, the tenancy period was extended from time to time orally.

2.2) The petitioner states that the respondent is a chronic defaulter in payment of monthly rent and even on several occasions, Petitioner instructed to pay the monthly rent in prompt manner, which was not heeded and further the Respondent have wantonly and deliberately not paid the rent calculated for the months Due from May, June, July, August, September, 2020 and April 2021 and thereafter he have paid a sum of Rs. 15,000/- and after deducting the same a total sum of Rs. 33,000/- is due and hence the Respondent have committed default in payment of rent and further the accrued rental arrears of Rs. 33,000/- as due and despite of repeated calls from this Petitioner, the Respondent have not chosen to pay the arrears of rent to the applicant and in the above said circumstance, the Petitioner also called upon the respondent to quit and deliver the vacant possession of the premises on the ground of willful default in payment of rent.

2.3) The petitioner states that the respondent had not entered any written rental agreement with her after commencement of the new Act namely Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants (TNRRLT) Act, 2017 as amended and on the ground also the Respondent is liable to quit and deliver the vacant possession of the schedule mentioned premise to the applicant on the said

ground. It had become mandatory as per the New Act namely Tamilnadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 as amended which was implemented in the year 2019 and even after several demands, the Respondent neglected and failed to enter into a written rental agreement with the Applicant.

2.4) The petitioner states that while the facts are so, the Applicant was forced to issue a legal notice on 10.12.2023 and called upon the Respondent to quit and deliver the vacant possession of the schedule mentioned premises for the above said bonafide reasons apart from that further called upon to pay a total sum of Rs. 33,000/-towards arrears of rent as calculated above within fifteen days from the date of the receipt of this legal notice. On receipt of the said legal notice, the Respondent issued reply on 25.12.2023 and thereby admitting the tenancy and further averred concurrence to enter rental agreement and hence the applicant had issued a rejoinder notice along with draft rental agreement on 15.3.2024.

2.5) The petitioner submit that the respondent has received the said rejoinder legal notice, but he neither comply the demands of the applicant nor issued any reply for the said rejoinder legal notice and failed to enter into written agreement and in the above said circumstances, the applicant has no other option except to approach this Hon'ble court to file the present application for eviction as against the Respondent in respect of the schedule mentioned premises. The respondent failed to come forward to enter new rental agreement and to register the same as per the New Act namely Tamilnadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 as amended (TRRRLT Act) and therefore the Respondent is liable to vacate and handover the vacant possession to the applicant herein. Hence, this petition.

**3) Brief averments of the Counter:**

3.1) The respondent submitted that originally the property situated at Indira Gandhi Road, Cantonment Pallavaram, bearing Door No.7/38-A and Door No.7/38-B, measuring an extent of 475 sq.ft., belonged to one Babu Mudaliar son of Manickavel Mudaliar who constructed three shops and leased out the same to three tenants namely

Haji Meeran and 2 others. On 06.02.1966 a fire accident occurred in the demised premises thereby the entire three shops had been destroyed. Thereafter some disputes arose between the tenants and landlord. In order to resolve the issue a compromise has been arrived between the three tenants and the landlord on 09.02.1966. As per the terms of compromise each tenant should construct a new shop and the rent has been fixed at Rs.50/- each and the amount invested by the tenant towards the construction of the shops shall be deducted every month at the rate of Rs.25/- per month. After deducting the said amount the rent was periodically paid by the tenants.

3.2) The respondent submitted that he is the grandson of Haji Meeran and the son of Thajudeer who have been tenant since 1966 in respect of shop bearing Door No.7/38-A, measuring an extent of 200 sq.ft... After the death of Babu Mudaliar son of Manickavel Mudaliar, the property was settled to her daughter namely Meenakshi the petitioner herein. The respondent submits that he has been paying monthly rent regularly and the rent also gradually increased from time to time. The respondent is now paying monthly rent of Rs.9000/- for the shop rented out to him.

3.3) The respondent submits that his grandfather who had been tenant since 1966 after his demise the respondent's father now the respondent is the tenant and doing business in the demised premises for many decades and established his business. This is the only source of livelihood for him. The dispossession of the respondent from the demised premises will cause heavy impact on his livelihood. Moreover, the respondent is ready and willing to enter into a new tenancy agreement with the petitioner as per Sec.4(2) of the Tamil Nadu Regulation of Rights & Responsibilities of Landlords and Tenants Act, 2017. Hence this petition is dismissed.

#### **4) Evidence:**

On the side of petitioner, the petitioner Tmt.B. Meenakshii, was examined as PW1 and through her Exhibits P1 to P6 were marked. On the side of the respondent no witnesses were examined and no exhibits were marked.

5) Both side arguments heard. Records perused.

**6. Points for determination:**

i) Whether the petitioner is entitled to the relief of recovery of possession on the grounds of failure to enter into written rental agreement under section 21(2)(a) of the Act ?

**7) Discussion and reasoning:**

7.1) Heard. The entire records and materials perused. The case of the petitioner is that the respondent being the tenant has failed to enter into an written rental agreement with petitioner with respect to the petition mentioned property. Hence this petitioner filed this petition for the relief of recovery of possession of the petition mentioned premises. The petitioner was examined as PW1 and marked Ex.P1 to Ex.P6 and the PW1 deposed to the petition averments and Ex.P1 which is the office copy of legal notice dated 10.12.2023, Ex.P2 which is the original postal acknowledgment card, Ex.P3 which is the office copy of legal reply notice dated 25.12.2023, Ex.P4 which is the office copy of legal notice dated 15.03.2024, Ex.P5 which is the original postal acknowledgment card, Ex.P6 which is the photo copy of tax receipt.

7.2) Upon perusal of the Ex.P1 to P6 are clearly establishes that the petitioner is the landlord and respondent is tenant under the petitioner for the petition mentioned property and the same was also admitted by the respondent in his counter. Therefore, the landlord and tenant relationship existed between the parties to this case. There exist an landlord and tenant jural relationship between the parties. The PW1 evidence remains unrebutted from the exhibits marked on the petitioner side. The Ex.P1 to P6 with respect to the petition mentioned premises, which clearly proves that the landlord and tenant relationship exist between the either parties.

7.3) It is clearly established that the respondent and his ancestors were inducted as tenant in the petition mentioned premises in the year 1976 through oral

agreement and thereafter not entered into the agreement with the petitioner as per the new Act. The above circumstance are shows that the respondent has not entered into an written agreement with the petitioner till date as per new Act. The evidence on the petitioner side has not been disproved on the respondent side.

7.4) The Petitioner has also adduced evidence that the respondent has not entered into an new registered tenancy agreement. At this juncture it is warranted to rely the following decesion *Hon'ble High court of Madras in the S. Muruganandam - vs- J.Joseph 2022 (1) LW 752, 13) ii. Oral tenancies created prior to the newAct and no written agreement entered into; , 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<sup>rd</sup> contingency, dehors the question of registration of a Tenancy Agreement.*

7.5) In this case the petitioner has clearly established that the respondent is a tenant in the petition mentioned premises under oral agreement before the commencement of TNRRLLTA and thereafter, the respondent has not entered into written rental agreement with the petitioner after the commencement of TNRRLLTA from the year 2017 which shows that no valid written agreement was made as per new act between parties to this case. Since there is no written agreement existed between the petitioner and respondent, the petitioner is entitled for the relief of eviction on the ground of failure to enter into a tenancy agreement as per new Act. However the learned counsel for the respondent aruged that the respondent was always ready and willing to enter into new tenancy agreement but petitioner does not comeforward to execute the same and prays to dismiss the petition.

7.6) In this case, there was no written agreement between the parties from the inception and even after the commencement of the Tamil Nadu Regulation of

Rights and Responsibilities of Landlords and Tenants Act, 2017, there was no written agreement between the parties. Section 4 of TNRRRLTA made it mandatory that, even in respect of the existing tenancy, when there is no agreement entered into between the parties, the parties are required to enter into an agreement in writing within a period of 575 days from the date of commencement of the Act, i.e., 22.02.2019. Even within the above period mentioned the respondent has not entered into written agreement with the petitioner. Further Proviso to Sub-Section (2) of Section 4 of the new Act makes it very clear that, irrespective of the failure on the part of the tenant or the landlord in entering into the agreement, the same will give right to either the landlord or the tenant to apply for termination of the tenancy under Clause (a) of Sub- Section (2) of Section 21 of the new Act. Therefore, the provisions of Section 4 of the new Act and the above mentioned judgment make it clear that, in respect of the tenancy, the parties are required to enter into an agreement. Failure to enter into such agreement, even on the mistake on either side, is also one of the grounds for evicting the tenant.

7.7) Since there is no written agreement existed between the petitioner and respondent, the petitioner is entitled for the relief of eviction on the ground of failure to enter into a tenancy agreement as per new Act. As per the above decision cited the petitioner is entitled for the relief only under Section 21(2)(a) of the Act, therefore the petitioner is entitled for the relief of eviction of the respondent from the petition mentioned premises.

7.8). Hence the petitioner is entitled for the relief under Section 21(2)(a) of the Act, therefore the petitioner is entitled for the relief of eviction of the respondent from the petition mentioned premises on the ground of failure to enter into written rental agreement with the petitioner as per sec 4(2) of TNRRRLTA.

#### 8. Decision and result:

In the result, this petition is allowed for the ground under section 21 (2) (a) of TNRRRLTA and the respondent is ordered to evict from the petition mentioned premises and the respondent is ordered to vacate and hand over the vacant possession of the petition scheduled premises to the petitioner within one month from the date of this

order. Considering the facts and circumstances of the case the respondent is ordered to pay the cost of this petition to the petitioner.

Dictated to the Steno - Typist and directly typed by him computer and corrected and pronounced by me in the open court on this 01<sup>st</sup> day of June 2026.

**Sd/-P.V. Mullaivanan,  
District Munsif -cum-  
Judicial Magistrate,  
Pallavaram.**

**I) PETITIONER SIDE WITNESSES:**

S.No	Witness No.	Name
1	PW1	Tmt. Meenakshi

**II) PETITIONER SIDE EXHIBITS:**

S.No.	Exhibits	Date	Documents	Remarks
1.	Ex.P1	10.12.2023	Legal notice	Office copy
2.	Ex.P2	13.12.2023	Postal acknowledgment card	Original
3.	Ex.P3	25.12.2023	Legal reply notice	Office copy
4.	Ex.P4	15.03.2024	Legal notice	Office copy
5.	Ex.P5	18.03.2024	Postal acknowledgment card	Original
6.	Ex.P6	31.03.2023	Tax receipt.	Photo Copy

**III) RESPONDENT SIDE WITNESS AND EXHIBITS: Nil**

**Sd/-P.V. Mullaivanan,  
District Munsif -cum-  
Judicial Magistrate,  
Pallavaram.**

**// True Copy //**

**District Munsif -cum-  
Judicial Magistrate,  
Pallavaram.**

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**FAIR/DRAFT ORDER**  
**R.L.T.O.P.No-03/2024**  
**Dated :01.06.2026**  
**District Munsif cum**  
**Judicial Magistrate,**  
**Pallavaram**  
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**In the Court of DM Cum JM at**  
**Pallavaram**

Dated:01.06.2026

RLTOP No.03/2024

**Orders Pronounced**

In the result, this petition is allowed for the ground under section 21 (2) (a) of TNRRRLTA and the respondent is ordered to evict from the petition mentioned premises and the respondent is ordered to vacate and hand over the vacant possession of the petition scheduled premises to the petitioner within one month from the date of this order. Considering the facts and circumstances of the case the respondent is ordered to pay the cost of this petition to the petitioner.

DM Cum JM

PVM.

