

IN THE II ADDITIONAL CITY CIVIL COURT, CHENNAI

Present: Tmt.Dr.R.Sathya.,M.L.Ph.D

I Additional Judge

(FAC) II Additional City Civil Court, Chennai

Wednesday, the 12th day of August, 2026

R.L.T.A.No. 57 of 2026

Against

R.L.T.O.P.No. 166 of 2025

CNR.No.TNCH01-004658-2026

Mr.K.Kanagaraj, S/o.P.Kasi, Residing at Old No. 32, New No. 69, Padamanabha Nagar, 4th Street, Adyar, Chennai-600 020.Appellant/Respondent (Tenant)

-Vs-

M/s. Kalaivani Sethuraman, W/o. Mr.M.B. Sethuraman, Rep by POA Mr.M.B. Sethuraman, No. 14, Anna Avenue, Bakthavatchalam Nagar Extension, Chennai-600 020.Respondent/Petitioner (Land lord)

On appeal filed under Section 38(1) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 against the Fair order and decreetal order passed by the learned XV Small Causes Judge, Small Causes Court, Chennai in R.L.T.O.P. No.166/2025 dated 05.12.2025.

Parties before the Trial Court in R.L.T.O.P No.166/2025

M/s. Kalaivani Sethuraman, W/o. Mr.M.B. Sethuraman, Rep by POA Mr.M.B. Sethuraman, No. 14, Anna Avenue, Bakthavatchalam Nagar Extension, Chennai-600 020. ...Petitioner /Landlord

-Vs.-

Mr.K.Kanagaraj, S/o.P.Kasi, Residing at Old No. 32, New No. 69, Padamanabha Nagar, 4th Street, Adyar, Chennai-600 020. ...Respondent/Tenant

This appeal having come up on 30.07.2026 before this court for final hearing in the presence of M/s.Vijayganesh, N.Manikandan, D.Kalpana, U.Sunil, R.Shakthivel

and S.Reshma Counsels for the Appellant and of M/s.Shah and Shah Advocates, Counsel for the Respondent and upon perusing the trial Court's Judgment and decree, appeal grounds, material documents, and upon hearing arguments of both sides and the written arguments filed by the appellant side and having stood over for consideration till this day, this court delivered the following:

JUDGMENT

This appeal has been filed against the Fair and decreetal order passed by the learned XV Small Causes Judge, Small Causes Court, Chennai in R.L.T.O.P. No.166/2025 dated 05.12.2025.

2. The Application has been filed Under Section 21(2)(a) of Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017.

3. The application filed by the applicant before the trial court in short is as follows:-

The Petitioner is the landlord and the Respondent is the tenant in the petition premises on a monthly rent Rs.15,700/- exclusive of electricity charges and water charges. The Respondent was inducted as a tenant pursuant to the agreement dated 27.01.2010 which agreement was for 11 months and thereafter thought the rent has been periodically increased but the Respondent has not executed any new rental agreement in spite of repeated demands and several assurances. Instead of coming forward to execute and register rental agreement the Respondent sent false notice containing false allegations and under the pretext of carrying out certain repairs

which has not become due and which is even if it has become due is in the normal wear and tear and it is the duty of the Respondent/tenant to carry on repairs instead the Respondent/tenant issued letter dated 31.01.2025 threatening that the repairs have to be carried out for which the petitioner has sent notice with other details terminating the tenancy and asking him to handover the vacant possession as per section 21(2)(a) of the TNRRRLT Act, 2017. The Respondent sent one more letter dated 10.02.2025 containing false allegations for which the petitioner has sent a rejoinder dated 02.03.2025. On receipt of the rejoinder dated 02.03.2025 the opposite party hand-delivered reply dated 05.03.2025 containing false allegations and in that he has claimed that more advance has been paid, the facts remains that only Rs.1,38,000/- was paid as advance and since the opposite party had not increased the rent, he had asked the petitioner to adjust the difference of rent from the advance amount. However, there is no increase of rent after the commencement of the Act. Though it has become due and the Respondent has not come forward to execute and register the rental agreement at the date of the monthly rent payable by him before the commencement of the Act. Hence this petition.

4. The counter filed by the respondent before the trial court in short is as follows:-

The Respondent became a tenant in the petition premises as per the agreement dated 27.01.2010. As per the terms of the above agreement, the rent was to be increased for every year from 27.01.2011 by 10% at the time of tenancy, though the

monthly rent for the demised premises was fixed at Rs.13,000/- plus additional sum of Rs.10,000/- it was reduced into writing a sum of Rs.13,000/- only per month at the behest of the petitioner and her husband. At the time of tenancy, though the monthly rent for the demised premises was fixed at Rs.13,000/- plus additional sum of Rs.10,000/- it was reduced into writing a sum of Rs. 13,000/-only per month, and not a sum of Rs. 15,700/- per month as allegedly stated in the petition. On receipt of legal notice dated 15.02.2025 issued by the petitioner, the respondent has also sent a Reply Notice dated 05.03.2025 to both the petitioner and her counsel as early as on 07.03.2025 stating that the Respondent is always ready and willing to execute and register necessary rental agreement in accordance with law. However, receiving the notice the petitioner did not come forward to execute and register the rental agreement as per the Act. While being so, the petitioner has claimed as if he Respondent has willfully failed and neglected to come forward for registration of the agreement which is totally false and suppression of material facts. Therefore, the above RLTOP petition filed under Section 21(2)(a) of the Act is not maintainable and the same is liable to be dismissed on the ground of non-compliance of statutory obligation by the petitioner and also deliberate suppression of facts. Every time upon oral renewal of lease period after the expiry of lease period, the Respondent as used to request the petitioner to execute rental agreement in accordance with law in order to avoid legal implications. But, it is the petitioner who is not ready to come forward either to renew or to execute new rental agreement in accordance with law. Further,

till now the petitioner is collecting monthly rent from the Respondent apart from additional amount every month. When this was questioned by the Respondent for collecting additional amount apart from monthly rent, the petitioner informed the Respondent that for auditing purpose and also for some other reason he wants additional amount to be paid by way of cash for every month. The petitioner also suppressed this fact. At the time of tenancy, though the monthly rent was fixed at Rs.13,000/-plus additional sum of Rs.10,000/-, in total Rs.23,000/-, the petitioner had demanded the respondent to pay 10 months advance amount to the tune of Rs.2,30,000/-, which is the usual practice adopted by most of the landlords toward the advance amount. Accordingly, the respondent had paid a sum of Rs.2,30,000/- towards the advance amount for the demised premises to the petitioner. Hence, the Respondent started to pay a sum of Rs.13,000/- per month through cheque and Rs.10,000/- through cash. The petitioner never issued any receipt for the rent paid by the Respondent. From January 2011 to till now the Respondent has periodically paying the increased monthly rent and the last rent paid by the Respondent was for the month of January 2025, Rs.15,700/- through online. The petitioner has not maintained the property, but it the Respondent who is carrying out the repair works and further the petition premises had become more dilapidated condition. The petitioner and her husband demanded the Respondent to pay some of Rs.5,00,000/- towards additional advance amount and this was refused by Respondent and the present petition has been filed by the petitioner to evict the Respondent unlawfully.

5. Point for consideration:-

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

6. On the side of the petitioner, the Power of Attorney Mr.M.B.Sethuraman was examined as PW1 and Exhibits P1 to P7 were marked. On the side of the Respondent, the respondent examined himself as RW1 and Exhibits R1 and R2 were marked.

7. After full trial the Rent court allowed the petition u/s 21(2)(a), and directed the respondent to vacate and handover the vacant possession of the petition premises to the applicant within 2 months from the date of the order. Aggrieved by the Fair order and decreetal order of the trial court, the unsuccessful respondent/tenant has preferred this appeal and has raised many grounds in the Memorandum of appeal. The following grounds are worth for consideration:-

- The order of the trial court in allowing the RLTOP Petition is against law, weight of evidence and probabilities of the case.
- The trial court ought to have dismissed the RLTOP Petition filed by the Respondent/Petitioner under Section 21(2)(a) of TNRRRLT, 2017 instead of allowing the same and the findings of the court below is erroneous, unfair and against law.

- The trial court exercised its discretion perversely upon wrong principles, illegally and with material irregularity and thus caused serious prejudice to the Appellant/Respondent.
- The trial court failed to properly appreciate oral and documentary evidence of the Appellant/Respondent on record and arrived at a wrong conclusion, which is contrary to law.
- The trial court failed to note and appreciate that the Appellant/Respondent (Tenant) had, in his reply notice 05.03.2025 expressed his readiness and willingness to execute a written tenancy agreement in accordance with law, wherein, the Appellant has categorically stated that "... as our client is always ready and willing to execute and register necessary rental agreement in accordance with law, please advise your client to come forward to register the same as required under law ..."
- The trial court failed to note that in spite of reply notice, the Petitioner (Landlord) did not come forward to execute and register necessary rental agreement in accordance with law. While that being so, the findings of the court below that the respondent did not come forward to register necessary rental agreement and the petitioner had proved that there is no written tenancy agreement after the commencement of the TNRRRLT Act, 2017 is erroneous and illegal.

- The court below failed to note and observe that despite unequivocal readiness and willingness made by the tenant, the landlord did not come forward to execute rental agreement in accordance with law. The court below relied on irrelevant materials and ignored crucial admissions made by the Petitioner and the Respondent during their evidence.
- The court below failed to note and appreciate the evidence of the Appellant/Respondent that “...ஏன் எழுத்துப் பூர்வமான ஒப்பந்தம் ஏற்படுத்திக் கொள்ளவில்லை? மனுதாரர் முன் வராததால் எழுத்துப்பூர்வமான வாடகை ஒப்பந்த பத்திரம் ஏற்படுத்தவில்லை. மனுதாரரை கேட்டதற்கு அவர் தேவையில்லை என்று சொன்னதால் எழுத்துப்பூர்வமான வாடகை ஏற்படுத்தவில்லை.”
- The trial court failed to note that the landlord's inaction cannot be used as a ground for eviction and in such circumstances, the landlord cannot take advantage of his own failure and the tenant cannot be penalized. Therefore, the finding of the court below is erroneous, against law and thus resulted in miscarriage of justice.
- The findings of the trial court that the tenant failed to execute tenancy agreement is perverse and unsupported by evidence, since the tenant/appellant had demonstrated bonafide intention and readiness and willingness through his reply notice dated 05.03.2025.

- The trial court failed to note that the statutory obligation to execute a written agreement is mutual and cannot be enforced unilaterally against the tenant. Therefore, the order of eviction on the ground of failure to enter into a written tenancy agreement is contrary to the provisions of the act and liable to be set aside.
- The trial court erred in fastening liability upon the tenant for non-execution of tenancy agreement without examining whether the respondent had cooperated in completing the statutory requirement.
- The learned Rent Controller failed to consider comparative hardship between the parties, particularly the hardship that would be caused to the appellant if eviction is ordered.
- The Appellant/Respondent crave leave of this Hon'ble Court to raise additional grounds as and when required.
- Viewed from any angle, the order of trial court is arbitrary, unjust and is liable to be set aside in the interest of justice

The appellant prayed to allow the Rent appeal and to dismiss the R.L.T.O.P petition.

8. Points for consideration in this appeal:-

- (1) *Whether the Rent court is justified in ordering eviction under Section 21(2) (a) of the TNRRRLT Act?*
- (2) *Whether the fair and decreetal order of the rent court is in accordance with law or is liable to be set aside?*

9.Point No.1 and 2:-

This present appeal is preferred by the Appellant / Tenant against the order of eviction order passed by the by the Learned XV Small Causes Judge, Small Causes Court, Chennai in R.L.T.O.P. No.166/2025 on the sole ground of absence of an agreement under section 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (Tamil Nadu Act 42 of 2017).

10.After hearing both sides, the trial court had come to the conclusion that since there was no written tenancy agreement as contemplated under TNRRRLT Act, there was no necessity for an elaborate enquiry had allowed the application thereby directing the tenant to vacate and handover the vacant possession of the petition premises to the petitioner within two months.

11.The counsel for the appellant filed his written arguments and contended that the landlord has suppressed several material facts and falsely contented that the tenant has not come forward to execute Rental Agreement and hence he should be evicted on the ground of failure to enter into a Written Tenancy Agreement as mandated under law and several deliberate suppression of material facts made by the landlord are as though the tenant became a tenant in the demised premises as per the unregistered Lease Deed dated 27.01.2010 (as per Ex. P1) executed between both parties, the landlord neither come forward nor demanded the tenant to register the aforesaid Lease Deed dated 27.01.2010. In fact, without registering the tenancy agreement, the landlord herself permitted this Appellant to occupy as a tenant in the

demised premises for a quite long years till filing of the above RLTOP. The landlord has deliberately suppressed the above facts. Long after the passage of 15 years and immediately even after the commencement and enactment of new act i.e. on 22.02.2019, the landlord did not come forward to register the Lease Deed in accordance with law. At this juncture, the Power of Attorney of the Landlord is a practicing advocate who is none other than the husband of the Landlord Knowing fully well about the enactment of new act and mandatory registration of the Lease Deed, the landlord all along kept mum for all these periods, but suddenly filed the above RLTOP under section 21(2) (a) of TNRRRLT Act on the alleged ground.

12.The counsel for the appellant further contended that as per section 21(2)(a) of the Act, the landlord ought to have demanded and come forward to execute tenancy agreement in accordance with law immediately after the commencement of the new act after issuing statutory notice to the tenant. Per contra, long after the passage of 15 years, the landlord issued a notice dated 15.02.2025 to the tenant (as per Ex.P4), wherein, the landlord has demanded the tenant to hand over vacant possession of the demised premises as he has not come forward to execute and register the agreement, which is also totally false, misleading and legally untenable and in reply to the legal notice dated 15.02.2025 issued by the landlord, the tenant by a reply notice dated 05.03.2025 not only denied all the allegations against him but also categorically expressed his readiness and willingness to execute and register necessary Rental Agreement in accordance with law and thereby called upon the

landlord to come forward to register the same. But even after receipt of the said reply notice, the landlord did not come forward to comply with the demands of the tenant. The landlord has deliberately suppressed the above facts.

13.The counsel for the appellant further contended that the landlord deliberately suppressed all the above material facts in her main RLTOP Petition. After filing of the detailed counter, the tenant has established all the above facts and deliberate suppression of facts by the landlord with documentary evidence. However, the learned Rent Court without appreciating oral and documentary evidence of the tenant in a proper and perspective manner, has wrongly come to a conclusion and erroneously allowed the above RLTOP. Therefore, the above RLTOP petition itself devoid of merits and not maintainable in the eye of law.

14.The counsel for the appellant further contended that the learned rent court failed to note in a proper and perspective manner with regard to the documentary evidence, more particularly, the tenant's readiness and willingness to register the Rental Agreement in accordance with law. While that being so, the Rent Court has erroneously allowed the above RLTOP Petition, which is contrary to law and against the apex court judgments. The reported judgment of "S. Muruganandham V. I. Joseph. 2022 (2) CTC. 291" as referred in the RLTOP final order will not applicable to the subject matter of case of the landlord . Therefore, the landlord cannot invoke none of the provisions under this act for eviction on the alleged ground of non-existence of tenancy agreement. more particularly under section 21(2)(a) of

TNRRRLT Act. Therefore, the above RLTOP petition itself devoid of merits and not maintainable in the eye of law. As per the recent judgment of Hon'ble Madurai Bench of Madras High Court (Division Bench) dated 01.06.2026 made in the C.R.P. (MD). Nos. 2451 and 2439 of 2025 "Hemalatha Vs. Jeevananadham& Ors"in the absence of registered tenancy agreement in accordance with law, the only remedy available to the landlord is to approach the competent civil court of the concerned jurisdiction and not before any other Rent Court. The relevant portion of the order is extracted hereunder:- "... Registered tenancy agreement is a gate pass to invoke the provisions of Tamil Nadu Regulation of Rights and Responsibilities of Landlord and Tenancy Act, 2017. Failure to register the tenancy agreement will not entitle the parties to invoke the provisions of TNRRRLT Act, 2017. It does not mean the doors of justice are shut entirely to the parties aggrieved, the common law remedy is always open to them by resorting the Civil Court of the concerned jurisdiction. Consequent upon the reference being answered in the above terms, the Registry is directed to place the above cases before the concerned Court for decision on their merits..."

15.The counsel for the appellant further contended that viewed from any angle, the RLTOP petition filed by the Landlord before the Rent Court on the alleged ground of non-existence of tenancy agreement as the tenant did not come forward to register the tenancy agreement in accordance with law is totally false, misleading and legally untenable and hence the RLTOP petition itself devoid of merits and prayed that the appeal may be allowed and relied on the citation ***CRP No. 445 of 2003 and CMP***

No. 3702 of 2023 between M/s.Top Kapi Rep by its Partners and S.Sarath Babu, dated 06.04.2023.

16. The counsel for the respondent/landlord contended that the appeal has been filed as against the order passed by the trial court under section 21(2)(a) of TNRRRLT Act and the respondent/landlord had filed petition for eviction as per section 4(2) of the Act and there is no dispute that the tenancy was a old one and earlier there was an tenancy agreement entered between the respondent/landlord and appellant on 23.01.2010 and the same was only for a period of 11 months and after the expiry of the said period admittedly there is no written agreement and after coming into force of the new Act the respondent/landlord had issued notice dated 15.02.2025 calling upon the appellant to come forward to execute a tenancy agreement for which he had sent a reply on 05.03.2025 and the appellant had averred that he had called upon the respondent to make a written agreement but on perusal of Ex.P2 and Ex.P3 no where in the said in the letter addressed by the appellant it has been stated that the respondent/landlord has to execute a written agreement and the judgment relied by the appellant only applies to new cases and not in respect of cases pending before the rent court or the appellate court and as per the Division bench the same has to be decided on merits and prayed that the appeal may be dismissed.

17.It is the respondent/landlord case that he is the absolute owner of the property and the appellant was a tenant under the respondent/landlord under a lease agreement dated 27.01.2010 for a period of 11 months on a monthly rent of

Rs.13000/-. Thereafter the tenancy was continued with periodical enhancement of rent upto Rs.15700/- per month exclusive of electricity and water charges. The landlord issued a legal notice dated 15.02.2025 (Exp4) to the respondent/tenant stating that the landlord already called upon the tenant to execute and register a new rental agreement as required under the act, but he had not come forward to execute and register new rental agreement and the tenancy is thereby terminated and called upon him to handover the vacant possession on or before 28.02.2025

18.It is the appellant/tenant case that he had sent a reply notice through his counsel on 05.03.20205 stating that he is always ready and willing to execute and register a tenancy agreement as per Act 2017 but the trial judge without considering the contentions raised by the appellant allowed the petition filed by the petitioner/landlord and section 21(2)(a) applies only in cases of non cooperation of failure to execute a tenancy agreement as required under section 4(2) of the act 2017.

19. The appellant being the tenant had not entered into any rental agreement after the expiry of the lease deed dated 27.01.2010 which expired in the month of November 2010 and after that the tenancy continued and even the appellant had not entered into any rental agreement after the commencement of the act. Hence, there is a clear violation of the provisions of the New Enactment as envisaged under Sec.4 of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017.

20.It is the case of the respondent/landlord that after the termination of tenancy through a legal notice dated 15.02.2025 the appellant/tenant had failed to vacate the premises. Hence, the respondent was forced to file an application in R.L.T.O.P. No. 166 of 2025 under section 21(2)(a). The learned Rent Controller after hearing the arguments and the records placed had allowed the application filed by the landlord vide order dated 05.12.2025 and directed the appellant/tenant to hand over the vacant possession to the landlord within two months from the date of the order.

21.It is the admitted case of both the appellant as well as the respondent that the appellant is a tenant under the respondent/landlord in respect of the premises. The respondent/landlord had filed the application for recovery of possession on the ground of failure to enter into registered written tenancy agreement. The new Act having come into force as per section 4(2) proviso if an agreement was not entered both the landlord or the tenant shall have the right to apply for termination under section 21(2)(a). Section 4(2) relates to tenancies commenced before the Act and Section 4(3) mandates registration of the written agreements and the landlord and tenant shall enter into an agreement in writing within a period of 575 days from the commencement of the Act and Section 4(2) reads as follows:-

Where, in relation to a tenancy created before the commencement of this Act,
(a) an agreement in writing was already entered into, it shall be informed to the Rent Authority;

(b) no agreement in writing was entered into, the landlord and the tenant shall enter into an agreement in writing with regard to that tenancy, and inform the Rent Authority, in the form specified in the First Schedule:

Provided that where the landlord and the tenant fail to present jointly a copy of tenancy agreement under clause (a) or fail to reach an agreement under clause (b), such landlord and the tenant shall separately file the particulars about such tenancy.

22. On perusal of the trial court records it is evident that on 27.01.2010 both the appellant and respondent had entered into a tenancy agreement and on 15.02.2025 had issued legal notice to the appellant/tenant calling upon to vacate and handover possession for failure to enter into tenancy agreement as contemplated by the new tenancy legislation. The appellant had relied upon Ex.P2 and Ex.P3 the letter sent by the appellant to the respondent/landlord but on perusing the same it only states about the condition of the building and about sending estimate and does not mention anything about execution of the tenancy agreement. In the said background of the case the trial court had rightly relied on the judgment rendered by the ***Hon'ble Madras High Court in S.Muruganandam Vs. J.Joseph 2022 (2)CTC 291*** that where parties have failed to comply with section 4(2) by entering into a written tenancy agreement within the prescribed period, the landlord is entitled to seek repossession under section 21(2)(a) and that this right is not defeated merely because the landlord might also have contributed to the failure to execute such agreement or the fault is on

the part of the landlord on failure to enter into an agreement and the extract of the said judgment is as follows:-

“It gives the right to the landlord to sue for repossession de hors the fact that the landlord may be at fault and he may be the reason for non-renewal or failure to enter into an agreement in writing. It is not open to a tenant to contend that despite his request, the landlord did not execute an agreement in writing and therefore, the landlord cannot invoke Section 21(2)(a) seeking repossession. This anomaly or the deficiency throws up several new challenges, before the Rent Courts. Various situations emerge under which the Rent Court has to consider the effect of absence of an agreement in writing.”

23.As per the above reported judgment the landlord maybe at fault or he may be the reason for non renewal or failure to enter into an agreement. The tenant cannot take advantage of it and blame the Landlord. Further the trial court had rightly held that the respondent/landlord has every right to initiate eviction proceedings against the tenant if the provision contemplated in TNRRRLT Act is not complied with. Therefore the appellant is liable to be evicted under section 21(2)(a) of the new Act. Therefore, the Rent Court is justified in granting repossession under Section 21(2)(a) of the TNRRRLT Act.

In the result, the appeal is dismissed without cost. The fair and decreetal order passed by the learned XV Judge, Court of Small Causes Court, Chennai in RLTOP 166 of 2025 dated 05.12.2025 is hereby confirmed.

Dictated directly to the steno-typist computerised by her corrected and pronounced by me in the open Court, this the 12th day of August, 2026.

I Additional Judge.
(FAC) II Additional City Civil Court, Chennai.

Both side witnesses and documents: Nil

I Additional Judge.
(FAC) II Additional City Civil Court, Chennai.

Copy to:-

The XV Small Causes Judge,
Court of Small Causes,
Chennai
(with trial court records)

Draft/Fair/copy of Judgment
in
R.L.T.A.No. 57 of 2026
Against
R.L.T.O.P.No. 166/2025
Dated : 12.08.2026
II Addl.Court, Chennai.