

**IN THE COURT OF PRINCIPAL DISTRICT MUNSIF AT**

**KANCHIPURAM**

**PRESENT: Tmt. Fanny Rajan.B.A., B.L.,(Hons)**

**Principal District Munsif, Kanchipuram**

**Monday, the 18<sup>th</sup> day of August 2025**

**M.P.No. 1 of 2024**

**in**

**RLTOP. No. 17 of 2024**

**CNR No. TNKP08-000202-2024**

M. Srinivasan

--- Petitioner/Respondent

/Versus/

Enuru Illavari Dharma Balijakula Trustee,

rep. By its Trustees

1. J. Subbayya

2. M.A. Varadharajan

3. M.G Jayaraman

4. K. Ramadoss

5. L. Subramaniam

--- Respondents/ Applicants

This Petition has come up on 04.08.2025 for final hearing before me in the presence of M/s.M.Senthil counsel for the Petitioner/Respondent and M/s.V. Tamilarasu, V. Thulasi, J. Karpagam, V. Praveen, M.K. Archana, R. Kamesh,

V. Srisaran, A. Sarathkumar, T.Siddharth, counsels for the defendants, upon hearing the argument and upon perusing the connected material records and having stood over till this day for consideration, this court delivers the following orders:

**ORDER**

1. The petitioner filed the petition under order VII Rule 11(d) & section-151 CPC to reject the petition in R.L.T.O.P.No. 17 of 2024 with exemplary costs and thus render justice.

**Concise Statement of the averments in the Petition filed by the Petitioner/Respondent:**

2. The petitioner has averred that the present original petition was filed by the petitioner trust with a characteristics of private trust. The tenancy was created after the commencement of TNRRRLT Act i.e on 21.11.2019 with effect from 01.12.2019. As per the rental agreement the tenancy period expired on 31.11.2022. The Petitioner has not demanded possession within the statutory period as prescribed by law. As far as this category of tenancy is concerned, despite there having been a valid tenancy in Section 5(3), the status of the tenant would cease to be that of a tenant under the New Act, after the expiry of the six months statutory period. In the said circumstances, the landlord will have to take recourse to the General Law to sue for ejection, after determining the tenancy

and the New Act is no way applicable to the present facts of the case.

3. The statutory notice issued by the Petitioner is not valid. Mere perusal of the statutory notice, it is clear that the tenancy is not determined by the said notice. The statutory notice is not in accordance with Section 106 of TP Act. As regards tenancies created after the New Act, when there is no registered instrument, the landlord will have recourse only to the Transfer of Property Act to sue for eviction and not under the TNRRRLT Act. Hence, the Sections 21 (2) (a), 21 (2) (b) & 23 will have no applications to the present case. Hence, this petition to reject.

**Concise Statement of the averments of the Counter filed by Respondent:-**

4. The respondents denied the allegations and stated that the petitioner is a willful defaulter in paying the rent and neither renewed the rental agreement in which the tenancy period expired. Once the tenancy period expired, there is no question of issuing statutory notice under section 106 of T.P. Act. The petitioner is misusing the rented shop premises and obstructing other tenants. In addition he is denying the Respondent's title and violated the terms of rental agreement. The respondent now requires the property for their own use and occupation of the Trust and hence the eviction petition.

5. The petitioner had filed the above petition under Order VII Rule 11 of

C.P.C is not maintainable, as the section is only applicable in the case of suit only. The Rejection of plaint is applicable on four aspects i.e. Res-judicata, Barred by law, Jurisdiction, Cause of action. The petition itself is a summary trial not a separate trial. Hence this petition is not maintainable. The petition is only to drag on the proceedings which is a delaying tactics. The petitioner has filed the above petition by suppressing the real facts. Hence, this petition may be dismissed.

**POINT FOR DETERMINATION:**

6. Whether this petition under order VII Rule 11(d) & section-151 CPC to reject the R.L.T.O.P.No. 17 of 2024 to be allowed or not?

**DISCUSSION AND FINDINGS:**

7. Heard the Learned counsel for the Petitioner and Respondents and this court has perused all the records including the written arguments filed by the Petitioner. No oral or documentary evidence has been let in by both the parties.

8. This court takes judicial note of the judgments in *Shanmugam Balakumar Vs. S.Balajee in 2020 SCCOnLine Mad 8085, N.Anbazhagan vs A.K.Mohammed Yunus, CRP. (NPD) No. 1181 of 2021 dated 26.08.2021* wherein it has been specifically held that the Rent Court shall not entertain

petition under Order VII Rule 11 CPC, for rejection of the petition. In respect of the maintainability of the rejection application in RLTOP, the above dictums have been continuously followed and upheld in the subsequent judgments of the Hon'ble Madras High Court till date.

9. Whiles, this court takes into consideration the Judgment in ***N.Govindarajan Vs. S.Logeswari, CRP PD No.3010 and 3011 of 2017 dated 04.03.2021*** of the Hon'ble Madras High Court relied by the learned counsel for the Petitioner. This court finds that the said judgment relates to an eviction proceedings under the Tamilnadu Buildings Lease and Rent Control Act and not the Tamilnadu Regulation of Rights and Responsibilities of the Landlord and Tenant Act (hereinafter referred as the New Act). This court opines that the dictum on the maintainability of the rejection petition under the New Act has been specifically discussed and decided in ***Shanmugam Balakumar case (Supra)*** and upheld by the Hon'ble Madras High Court in several subsequent proceedings. Hence, the said dictum will have a binding precedents in the similar set of facts and shall have a direct application to this petition at hand.

10. This Court finds that the Petitioner has filed this application under Order VII Rule 11(d) and Section 151 CPC seeking to reject the RLTOP. The

Petitioner wants this Court to reject the RLTOP as not maintainable without proceeding with the case on merits. No power has been vested with this rent court to reject the RLTOP after numbering without proceeding towards summary trial. In light of the judgments mentioned and discussions hereinabove, this rent court finds that it has no power to entertain this petition seeking to dismiss the RLTOP as maintainable before commencement of the summary trial. Thus, this court concludes that this instant Petition is not maintainable before this Rent Court.

**11.** Even on the merits, this court finds that the main contention of the Petitioner is based the Section 21(2)(a) read with Section 4(2) of the New Act that the RLTOP is not filed in the manner prescribed as the Tenancy is not registered though created after the Act. In the absence of a rental agreement after the Act, the only available remedy is under the general law. The determination notice is not according to the statutory provisions and no possession has been demanded after the 6 months as under Section 5(3) of the Act. Hence, the landlord has no right to seek for eviction under the new Act.

**12.** Per contra, the learned counsel for the Respondent contends that as there is no rental agreement that too registered under the Act, the RLTOP is

maintainable. Also, the lack of written rental agreement duly registered is sufficient ground to maintain this RLTOP under Section 21(2)(a). Further, there can be no part rejection, as grounds under Section 21(2)(a) and 21(2)(b) have been pleaded.

13. The jural relationship of landlord and tenant is admitted. With regard to the contention regarding the non registration of the rental agreement and adducing it in evidence under Section 4A read with Section 4(3) of the Act, this court considers the judgment of the Hon'ble Madras High Court in *S.Muruganandam Vs J.Joseph 2022 (2) CTC 291* as relied by the learned counsel for the Petitioner and the tabular column therein regarding the petitions maintainable under Section 21 of the Act. From a mere perusal of the RLTOP petition it is evidenced that the tenancy has been created after the commencement of the Act and not disputed. Even as per the Petitioner, the rental agreement lastly on 21.11.2019 has not been registered within the period prescribed under the Act. The RLTOP is filed on the ground of lack of written rental agreement and wilful default under Section 21(2)(a) and (b) of the Act.

14. This Court is of the considered view that whether the Respondent/Landlord is entitled the relief under the Act before this Rent Court

cannot be now decided, as the Petitioner herein had questioned that the rental agreement has not been registered and even he admits lack of registration under the Act. However, the question of the nature of tenancy shall have to be decided only based on evidence. Only based on it, the question of whether the non registration of the agreement has affected the nature of tenancy as per the New Act is a matter to be decided on evidence. Only after full summary trial this court would be in a position to determine whether there is any malafide in non registration as per the Act or not. Depending on the finding regarding the validity of the rental agreement created after the commencement of the Act and nature of tenancy, this court would be able to determine the category of tenancy as indicated in the *Muruganandam case (Supra)*.

**15.** At this juncture, this court had also perused the Judgment in *Andal Vs. Lawrence Swami Doss and another, 2024 (2) CTC 423*, wherein the Hon'ble Madras High Court had clearly held that considering the object of the Act any agreement executed after the commencement of the Act but not in compliance of the Act would be considered as no agreement at all. Whether the non renewal has vitated the landlord's right for entitlement of relief under Section 21(2)(a), 21(2)(b), 23 is also a matter of trial.

**16.** Thus only on completion of trial, this court would be in a position to decide the implication of the non registration of the written rental agreement, the statutory notice and period. Also in case of Section 21(2)(a) ground; there is no registration or written agreement and therefore non mentioning of the registration details in the RLTOP does not in any manner affect the right of both parties. Hence, this court is of the considered view that at this juncture, this court is unable to conclude that the RLTOP is not maintainable before the Rent Court. Apart from that no explicit prejudice would be caused to the Petitioner herein in this RLTOP, as the merits of the contentions regarding non maintainability of this RLTOP and merits of the allegations can be raised in the counter and thereafter, the merits of maintainabilty of the RLTOP and merits shall be decided. Hence, in the interest of justice, this court is inclined to dismiss this petition.

**17.** Considering the nature of relief sought for and dispute regarding jural relationship between the parties as Landlord and Tenant, this court is of the considered view that the parties shall bear their own costs.

**RESULT :-**

In the result, this petition is dismissed. No costs.

Dictated to the typist, who directly typed the same in her Computer, corrected and pronounced by me in open court, this the 18<sup>th</sup> day of August 2025.

PRINCIPAL DISTRICT MUNSIF  
KANCHEEPURAM

Petitioner and defendant side witness and document : NIL

PRINCIPAL DISTRICT MUNSIF  
KANCHEEPURAM