

IN THE COURT OF RENT COURT CUM
PRINCIPAL DISTRICT MUNSIF
AT KANCHEEPURAM

PRESENT: Tmt.Fanny Rajan,B.A., B.L.,(Hons)
Rent Court cum Principal District Munsif,
Kancheepuram

On Tuesday, the 18th day of August 2026

R.L.T.O.P. No. 8 of 2025

CNR. No.TNKP08-000233-2025

Mr. Anbu, S/o. Natarajan

... Applicant/Land lord

/Vs/

1. Mr. Venkatesan

2. Mrs.V. Deepa

3. Mr. Kumar

... Respondents/Tenants

This application has came up on 30.07.2026 for final hearing before me in the presence of M/s.P. Rajamanikkam, G. Bharani, C.Kaviyarasan counsels and the Applicant/Land lord and M/s.J.S. Kamali, R. Chandru, counsels for the Respondents/Tenants, 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:

ORDER

1. The applicant filed this application as the tenant failed to pay of Rs. 7,000/- as per agreed from 01.06.2023 to till date and for possession of the

premises as per provision of law under section 21(2) (a), 21(2) (b) , 21(2)(g) & 23 of the Tamil Nadu Regulation of Rights and Responsibility of Land Lord and Tenants Act 2017 (herein after called as ‘the Act’ for brevity)

Concise statement of the applicant as stated in the application as follows:-

2. The applicant has averred that the 1st respondent is a tenant under the applicant who is the absolute owner of the petition premises. In 2017, he entered into a oral agreement with the 1st respondent for the petition property for a monthly rent of Rs.2,000/- payable before the 5th day of every succeeding English calendar month. Also, a security deposit of Rs.20,000/- was paid. The 1st respondent was running a fruit shop business at the premises.

3. The oral rental agreement period was from 01.06.2017 to 30.04.2017 and was renewed and registered as per the Act. Also filed a suit in September 2024 without any right. Till October 2024, the rent was paid in cash and till December 2024, the rent was paid through Google Pay. The oral agreement period has ended on 30.09.2024. Hence, he issued a notice to the respondent on 30.01.2025 calling 1st and 2nd respondent to handover the possession. After receipt of notice, the respondents did not give reply or vacated premises. Hence this petition for eviction.

**CONCISE STATEMENT OF THE COUNTER FILED BY
RESPONDENTS:**

4. The respondents have denied the allegations and averred that the petition premises was rented by the applicant's father Mr.Natarajan in 2000 for Rs.600/- rent and Rs.20,000/- security deposit. Hence, the applicant's father is the landlord and he had 6 legal heirs Pannerselvam, Jothi, the applicant Anbu, Kuttu, Sasi, Arul. In 2017, the applicant's father increased the rent to Rs.6,000/- and demanded Rs.50,000/- towards advance. Hence, the advance paid is Rs.70,000/-. There is an oral recording regarding the same.

5. After the death of the applicant's father in 2022, the rent is being paid to the Applicant's elder brother Mr.Pannerselvam through Gpay. The rental agreement is oral and he is running the fruit juice shop. As the rental agreement is oral in 2022, this application is not maintainable. The averments are contradictory.

6. The petition is filed to distort their business, as the Applicant is also running another juice shop by name Annamalai juice near the respondent's shop. The applicant is trying to disrupt their goodwill accumulated in the last 25 years. As per the oral agreement, the rent is Rs.7,000/-. The Applicant cannot claim ownership based on the 10.03.1997 deed and his father is the owner and landlord. This petition is not maintainable under Section 22 of the Act. Hence, the petition has to be dismissed.

7. **POINT FOR CONSIDERATION:** Whether the petitioner is entitled for the relief of eviction of the respondent under the grounds Section 21(2) (a), 21(2) (b), 21(2)(g) and 23 of the Act?

8. **Evidences:** On the side of petitioner, he had examined himself as PW1 and Ex.P1 to Ex.P3 documents were marked through him. On the side of respondents, the 3rd respondent had examined himself as RW1 and Ex.R1 document was exhibited on the side of respondents.

Discussion and Findings:

9. This court had heard the submissions made by the learned counsel for the petitioner and respondents and perused the materials on record including the written submissions filed by the Respondents.

10. **Maintainability:** This court takes note of the Judgment in *S.Muruganandam Vs. J.Joseph 2022 1 LW 752*, wherein the Hon'ble High Court of Madras has clearly demarcated the applications that can be filed before the Rent Court and the various circumstances regarding the same.

11. At this juncture this court also takes note of the judgments passed in *V.Ganesh Vs. S.Balaji, S.L.P.(C).Nos.17295 to 17296 of 2025 dated 04.07.2025 of the Hon'ble Supreme Court, wherein the order of the learned single judge of the Hon'ble Madras High Court in V.Ganesh Vs. S.Balaji,*

C.R.P.No.1891 of 2025 dated 29.04.2025, S.R.Venkatesh Vs. Union of India and three others in W.P.No.26344 of 2022 dated 30.09.2022 of the Division Bench of the Hon'ble Madras High Court regarding maintainability of Section 4(2) of the Act, the Hemalatha Vs. Jeevanatham, 2026 (4) CTC 39, L. Mohamed Ibrahim Sait and another vs. Aboobacker Shamsudheen and another, CRP No. 4791 of 2026 dated 12.08.2026 of the Hon'ble Madras High Court.

12. In the judgment in ***Ganesh case (Supra)***, the Hon'ble Madras High Court specifically held that when oral tenancy is created in 2012 and in the absence of registered tenancy, the case would fall under category I of the Murugandham case, as a tenant holding over under oral tenancy and the RLTOP under Section 21(2)(a) is maintainable. This judgment has been clearly upheld by the Hon'ble Supreme Court.

13. Whiles, in ***S.R.Venkatesh Case (Supra)***, the Hon'ble Division bench of the Madras High Court held that when the landlord and tenant failed to enter into an agreement within the 575 days as mandated under the Act even after 22.02.2019, the landlord is entitled to seek for eviction as per the proviso under Section 4(2) of the Act.

14. In the *Hemalatha case (Supra)*, the Hon’ble Division Bench held that “*In view of the well recognised principle Actus Curiae Neminem Gravabit.*” *Insofar as cases already decided, the question of non-registration shall not be reopened and in respect of cases pending before the Rent Authority, Appellate Authority, or in revision, such matters shall be decided on merits and shall not be dismissed solely on the ground of non-registration of the tenancy agreement.*”

15. Consolidating and discussing the above judgments, in *Mohammed Ibrahim Sait case (Supra)*, it has been held that registration is not mandatory for maintaining a petition under Section 21 of the Act. In light of the above judgments it is clear that the categorisation under the *Muruganandam judgment (Supra)* holds good in respect of the tenancies created prior to the Act. To identify if this application is maintainable before this Rent court, this court has identified the date of commencement of tenancy and the factual matrix regarding the tenancy.

16. Now the question in the instant case is to identify under what contingency the tenancy at hand falls in the identified 6 contingencies mentioned in the judgment. This court finds that from a thorough reading of the Application it is clear that even as admitted by the Respondent, there is only a oral tenancy and

no written rental agreement since 2000. No written agreement has been entered even after the commencement of the Act and the death of the applicant's father.

17. A thorough perusal of the judgment in *Muruganandam case (Supra)* and the flow chart regarding the cases in which the rent court can adjudicate a petition under Section 21, this court finds that this application falls under contingency (ii) of the judgment, i.e. *Oral tenancies created prior to the new Act and no written agreement entered into.*

18. However, in respect of the relief regarding damages under Section 21(2) (b) and Section 23 of the Act, the written agreement has not been registered under Section 4(3) of the Act and hence cannot be considered as an evidence under Section 4A of the Act. Therefore, this court considers that this petition is not maintainable under Section 21(2) (b) and 23 of the Act for rental arrears default and damages the Applicant has to seek the said remedy under the general laws, as per the dictum in *Muruganandam Judgment (Supra)* and the other judgments discussed hereinabove.

19. Section 21(2)(a) r/w 4(2) of the Act: This court on perusal of Application finds that the tenancy relationship between the respondent and the applicant is duly pleaded. As per the applicant, the tenancy was oral prior to 2019 and no written agreement was entered after the Act.

20. The 1st defense taken by the Respondent is that the Applicant is not the landlord and the owner of the petition premises. In this regard, the Applicant filed Ex.P1 Sale Deed dated 10.03.1997 in his favour of the petition premises, the Ex.P2 Legal Notice and Ex.P3 plaint filed by the 3rd respondent against the applicant herein.

21. The Ex.P1 clearly reveals that the title upon the suit property is vested with the Applicant. From the pleadings in Ex.P3 Plaint, though the 3rd respondent pleaded that the property was let in tenancy by the Applicant's father, he admitted that he continued the tenancy with the defendant. The RW1 in his counter and his chief examination admits that the tenancy with the Applicant's father and denied the Applicant as landlord. The Ex.P1 clearly established that the Applicant is the owner of the petition premises. There is no material on evidence to show the contrary.

22. Under such circumstance, the 3rd respondent having categorically admitted the jural relationship with the Applicant herein in the Ex.P3 Plaint filed by the 3rd respondent, the respondents are estopped under Section 122 of the Bharathiya Sakshya Adhiniyam from denying the title and jural relationship with the Applicant herein in this petition for the petition premises. The 1st and 2nd respondents have not adduced any evidence questioning the jural

relationship. Clearly the Respondents 1 to 3 are sailing together and have not questioned the other respondent's stand in the petition premises. They cannot question who is the landlord and who are the tenants in this petition for the 1st time, after filing a suit. Thus, in the absence of any contrary evidence this court concludes that the jural relationship of landlord and tenant between the Applicant and respondents is clearly established.

23. This court finds that in the counter, the respondents have clearly admitted that there is only a oral tenancy and no written tenancy has been executed even after 22.02.2019. The last rent paid as per the Applicant is on December 2024, and the respondents claims to have paid the rent to the Applicant's brother through G-pay as seen from Ex.R1 with 63 certificate till August 2024. Thus clearly there was tenancy of holding over till December 2024. From the PW1 and RW1 evidence it is clear that there is no written rental agreement between them. The parties have failed to come forward to execute a rental agreement and register the same under the New Act even after the lapse of the prescribed 575 days.

24. Further, the oral tenancy has been determined by the Ex.P2 legal notice dated 30.01.2025 issued to the 1st and 2nd respondent which has been duly

received. However, he failed to vacate even after the legal notice dated 30.01.2025 in Ex.P2.

25. On the other hand, the respondents have not let in any evidence to show his bonafide efforts towards registration as per new Act. Even the RW1 admits that he is a tenant in the petition premises as per an oral agreement and payment of rent through G-pay. No written agreement is produced by either parties. The evidence of the PW1 remains cogent and unchallenged by clearly showing the landlord and tenant relationship between the Applicants and the respondent and also lack of the execution and registration of the rental agreement as contemplated under Section 4(2) and 4(3) the Act. There has been no contra evidence produced on record to the effect.

26. This court thus finds that there is no tenancy agreement between the Applicant and the respondent as per the Act. Hence, this Court is of the considered view that due to the failure on the part of the parties to enter into written agreement or register the same as contemplated under Section 4(2) and 4(3) of the Act, the applicant shall have the right of termination under Section 21(2)(a) of the Act. In light of the discussion, this court finds that there is failure to enter into written tenancy agreement between the parties as contemplated under Section 4(2) and 4(3) of the Act.

27. In light of the above discussion, this Court concludes that the Applicant is entitled to the relief against the Respondent and the Respondent shall be liable to vacate the Application Premises and hand over the possession to the Applicant on the grounds under Section 21(2)(a) of the Act. Now the point for consideration is answered accordingly in favour of the applicant.

Section 21(2)(b) of the Act:

28. As already discussed in Paragraph No. 10 to 18 hereinabove, the instant case falls within the contingency (ii). Hence, as per the *Muruganandam case (Supra)* and *Mohammed Ibrahim Sait Case (Supra)* the applicant is entitled to seek relief of eviction under Section 21(2)(a) of the Act only. With regard the relief under Section 21(2)(b), the applicant has to approach the appropriate court under the general law and cannot maintain this RLTOP. Therefore, this court finds that this application is not maintainable in respect of the grounds of relief sought under Section 21(2)(b) in light of *Muruganandam case (Supra)*.

29. Considering the remedy is available before another forum under this provision, this court is of the considered view that no observations or findings are made by this rent court, in respect of the wilful default in payment of rent and direction to pay the rental arrears as alleged. Hence, this court concludes that this application has to be dismissed as not maintainable under Section

21(2)(b) of the Act. Now the point for consideration is answered accordingly.

Section 21(2)(g) of the Act:

30. This court finds that the this provision has been repealed by the 2022 amendment Act, the RLTOP is filed on 28.04.2025 after the enforcement of this repealing provision. As on the filing of this Petition, the provision for eviction under Section 21(2)(g) of the Act has been clearly repealed. Hence, this court concludes that this application has to be dismissed as not maintainable under Section 21(2)(g) of the Act.

Section 23 of the Act:

31. As already discussed in Paragraph No.10 to 18 hereinabove, as per the *Muruganandam case (Supra)* and *Mohammed Ibrahim Sait Case (Supra)*, the applicant is entitled only to seek relief of eviction under Section 21(2)(a) of the Act only. With regard the relief under Section 23, the applicant has to approach the appropriate court under the general law and cannot maintain this RLTOP. Therefore, this court finds that this application is not maintainable in respect of the grounds of relief sought under Section 23 in light of *Muruganandam case (Supra)*.

32. Considering the remedy is available before another forum under this provision, this court is of the considered view that no observations or findings

are made by this rent court, in respect of the compensation of use of the property after termination as alleged. Hence, this court concludes that this application has to be dismissed as not maintainable under Section 23 of the Act.

33. In light of the discussions herein, this court is of the considered view that the RLTOP has to be partly allowed on the ground of lack of any written agreement and dismissed as not maintainable in respect of the ground of willful default, owner occupation and double compensation on the date of filing this RLTOP.

34. Considering the fact that the respondent had failed to enter into the new rental agreement as per the New Act, resulting in the applicant to file this application for eviction. Therefore, this court is of the considered view that the Respondents shall be jointly and severally pay cost of this Petition to the Applicant.

RESULT:

In the result, this application is hereby partly allowed with costs and

i) the respondent is hereby directed to quit and deliver the vacant possession of the application premises to the applicant within a period of two months from the date of this order on the ground of lack of written rental agreement under Section 21(2)(a) of the Act.

ii) This application is dismissed in respect of the relief under Section 21(2)(b), 21(2)(g) and 23 of the Act as not maintainable.

iii) The Respondents are directed to pay the cost of this Application to the applicant.

Dictated to the steno typist partly, who directly typed the same in her Computer and partly typed by me, corrected and pronounced by me in open court, this the 18th day of August 2026.

RENT COURT CUM
PRINCIPAL DISTRICT MUNSIF
KANCHEEPURAM

PETITIONER SIDE WITNESSES:

PW1- Mr. Anbu (petitioner)

PETITIONER SIDE EXHIBITS:

Ex.P1	Sale deed dated 10.03.1997	Online certified copy
Ex.P2 (5 series)	Legal notice, Postal receipt and Acknowledgment card	Office copy,
Ex.P3	Plaint in O.S.No. 237/2004 dated 18.11.2024	Certified copy

RESPONDENT SIDE WITNESSES

RW1- Kumar (3rd respondent)

RESPONDENT SIDE EXHIBITS:

Ex.R1	G-Pay Transaction receipt and pendrive	Online copy
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