

TNMD010019942025



1

**IN THE COURT OF THE I ADDITIONAL DISTRICT JUDGE
MADURAI.**

(RENT CONTROL APPELLANT TRIBUNAL, MADURAI)

**Present: Thiru. SJohn Sundarlal Suresh, B.Sc., M.L.,
I Additional District Judge, Madurai.**

Wednesday the 10th day of April, 2026

R.T.A.No.11/2025

CNR No.TNMD010019942025

N. Angupandi

... Appellant/Tenant

/Versus/

T. Valliammai @ Jeyanthi

... Respondents/Landlord

On Appeal against the fair order and decretal order made in RLTOP No.77 of 2021 dated 14.02.2025 on the file of the I Additional District Munsif, (Rent Court) Madurai Town.

RLTOP No. 77 of 2021

T. Valliammai @ Jeyanthi

...Petitioner/Landlady

/Versus/

N. Angupandi

...Respondent/Tenant

This Appeal is coming before me for final hearing on 09.06.2026 in the presence of Thiru.R.Vigneshwaran Advocate for the Appellant and Thiru.G.Sethu Surendhar advocate for the respondent and upon perusing



the grounds of appeal and other connected papers and upon hearing the arguments on both side and having stood over for consideration till this day, this court delivered the following

JUDGMENT

The respondent/landlady filed the petition under section 21(2)(a), 21(2)(b), 21(2)(c) and 21(2)(d) of Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 seeking the eviction of the appellant/tenant. The rent court after taking into consideration of the evidence emerged on record partly allowed the petition and directing the appellant/tenant to hand over the vacant possession of the petition mentioned property to the respondent/landlady in respect of petition mentioned property. Aggrieved over the same the appellant/tenant filed this appeal before this Court.

2. The contents of the petition filed by the respondent/ landlady in the rent court in brief as follows:

The petition mentioned property belongs to the petitioner. The petitioner and the respondent herein entered into an oral tenancy on 01.07.2013 in respect of the petition schedule property. The monthly rent was fixed at Rs.5,500/-. The same has to be paid within 5th of every english calender month. The respondent did not abide by his solemn promise made to the petitioner before entering into the oral tenancy. He was not regular in paying the rent within 5th of every succeeding month. The respondent is a willful defaulter. The petitioner and the respondent entered into a written tenancy agreement on 25.12.2019. The new written



tenancy agreement is only for 11 months. The said new tenancy agreement was not registered under the Registration Act. The respondent is not law abiding citizen. He wants to cling on the property without any shadow of right. The petitioner from 24.09.2020 has been orally insisting the respondent to vacate the premises as per the tenancy agreement dated 25.12.2019. The respondent herein has filed a false, frivolous and vexatious suit in O.S.No.484/2020 against the present petitioner and his son for permanent injunction. They are also causing damage to the property willfully by damaging of the floor, walls, windows and drainage etc. The petitioner orally called upon the respondent on 24.09.2020, 24.10.2020 and 24.11.2020 to vacate the premises as per the tenancy agreement dated 25.12.2019, but the respondent did not comply with the demand. The petitioner sent a legal notice dated 23.12.2020 calling upon the respondent to vacate the premises on or before 24.05.2021 and handover the possession of the same to the petitioner. Hence petition.

3. The contents of statement of objection filed by the appellant/tenant in the rent court in brief as follows:

The petition is not maintainable either in law or on facts. It is true that the petitioner is the owner of the property mentioned in the petition and the petitioner and respondent herein entered into an oral tenancy on 01.07.2013 in respect of the property mentioned in the petition. The allegation in para No.4(i) of the petition that the monthly rent was fixed at Rs.5,500/- and the same has to be paid within 5th of every English calendar month is denied as false. As per the oral tenancy on 01.07.2013 the monthly rent was Rs.4,500/- and the respondent had paid a sum of Rs.25,800/- as



advance. The month rent was periodically increased. The present monthly rent is Rs.5,500/- and the charges for water is Rs.200/- totaling Rs.5,700/- is paid by the respondent to the petitioner. The petitioner and the respondent entered into a written tenancy agreement on 25.12.2019 is denied as false. No such agreement was entered into between the petitioner and respondent. The son of the petitioner namely Muthukumar on 15.11.2020 came to the petition mentioned property and threatened the respondent and his family members to vacate the suit property within a week, otherwise the respondent and his family members will be thrown out from the petition mentioned property. The respondent resisted the same with the help of neighbors. Again on 23.11.2020 son of the petitioner namely Muthukumar came to the petition mentioned property with rowdy elements and threatened with dire consequence. The allegation that the petitioner orally called upon the respondent on 24.09.2020, 24.10.2020 and 24.11.2020 to vacate the premises as per the tenancy agreement 25.12.2019 and the respondent did not comply with the demand is denied as false. It is true that the petitioner sent a legal notice dated 23.12.2020 with false allegation. The allegation that the respondent causing damage to the property willfully by damaging the floor, walls, windows and drainage etc, his conduct is unjust, unlawful and high handed is denied as false. The petitioner is not entitled to any of the relief sought for. Hence the petition is to be dismissed.



4. The contents of the grounds of appeal filed by the appellant/tenant in brief as follows:

- The Rent Court ought to have dismissed the RLTOP since the rent court has no jurisdiction.
- The Rent Court erred in coming to the conclusion in passing the order of eviction against the appellant without considering the oral and documentary evidence in proper perspective.
- The Rent Court has failed to consider that in the written arguments of the respondent/petitioner in para No.5 “it is stated that the petitioner pleads that unregistered written tenancy agreement was entered between them for 11 months period in the year 2019”.
- The Rent Court has failed to consider that the respondent/petitioner has stated in the notice and pleaded in the petition and let in evidence and in the written arguments also that there is a written lease agreement dated 05.12.2019 between the respondent/petitioner and the appellant/respondent in respect of the suit property for a period of 11 months.
- The Rent Court has failed to consider that the respondent/petitioner has filed the RLTOP after the expiry of the lease period of 11 months from 25.12.2019 in July 2021.
- The Rent Court has failed to consider it is well settled position of law as per the judgment of Hon’ble Mr.Justice R.Subramanian reported in 2022 (1) L.W. 752 (S.Mrugaanandam -vs- J.Joseph) in para No.23 and para No.23(a) if the landlord is to seek eviction after the six months of period landlord will have to necessarily invoke the general law and sue of eviction after termination of tenancy.



- The Rent Court failed to consider Sec.106(1) of the T.P.Act is as follows:- that a lease of immovable property for any other purpose shall be deemed to be a lease from month lessee by fifteen days notice”, that in this connection advocate notice, Ex.P2 sent by the respondent/petitioner is not in accordance law which terminated the tenancy by the end of 24.05.2021, but as per sec.106(1) T.P.Act, the tenancy has to be terminated by the end of tenancy month by giving 15 days time to vacate.
- The Rent Court has no jurisdiction to evict the respondent, in any event the rent court ought to have dismissed the petition with costs and that the appeal is to be allowed.

5. The Points for consideration are as follows:

1. Whether the fair order and decreetal order of the rent court directing the appellant/tenant to hand over the possession of the petition mentioned building to the respondent/ landlady is correct in law?
2. Whether the order of the rent court is correct in law?
3. To what other relief?

6. Point Nos.1 and 2:

The specific case of the respondent/landlady is that the petition mentioned property belongs to the petitioner. The petitioner and the respondent herein entered into an oral tenancy on 01.07.2013 in respect of the petition schedule property. The monthly rent was fixed at Rs.5,500/-.



He was not regular in paying the rent within 5th of every succeeding month. The petitioner and the respondent entered into a written tenancy agreement on 25.12.2019. The new written tenancy agreement is only for 11 months. The petitioner orally called upon the respondent on 24.09.2020, 24.10.2020 and 24.11.2020 to vacate the premises as per the tenancy agreement dated 25.12.2019, but the respondent did not comply with the demand. The petitioner sent a legal notice dated 23.12.2020 calling upon the respondent to vacate the premises on or before 24.05.2021 and handover the possession of the same to the petitioner. Hence the petition is to be allowed.

7. The specific case of the appellant/tenant is that it is true that the petitioner is the owner of the petition mentioned property and the petitioner and respondent herein entered into an oral tenancy on 01.07.2013 in respect of the petition schedule property. As per the oral tenancy on 01.07.2013 the monthly rent was Rs.4,500/- and the respondent had paid a sum of Rs.25,800/- as advance. The month rent was periodically increased. The present monthly rent is Rs.5,500/- and the charges for water is Rs.200/- totaling Rs.5,700/- is paid by the respondent to the petitioner. The petitioner and the respondent entered into a written tenancy agreement on 25.12.2019 is denied as false. The son of the petitioner namely Muthukumar on 15.11.2020 came to the petition mentioned property and threatened the respondent and his family members to vacate the suit property within a week, otherwise the respondent and his family members will be thrown out from the petition mentioned property. The respondent resisted the same with the help of neighbors. Again on 23.11.2020 son of the petitioner namely Muthukumar came to the petition



mentioned property with rowdy elements and threatened with dire consequence. Hence the petition is to be dismissed.

8. The learned counsel for the appellant/tenant contended that infact the legal notice issued by the respondent/landlady under Ex.P2 dated 23.12.2020 to the appellant/tenant, it is admitted that the written tenancy agreement was entered between the appellant/tenant and respondent/landlady on 25.12.2019 for 11 months. It shows that the above said written tenancy agreement was entered between the appellant/tenant and respondent/landlady only after the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 came into force. Hence the petition filed by the respondent/landlady before the rent court is not maintainable in law. Moreover the legal notice sent by the respondent/landlady to appellant/tenant under Ex.P2 dated 23.12.2020 is not valid in law in view of the Sec. 106 of the Transfer of Property Act. The respondent/landlady received the rent from the appellant/tenant subsequent to the issuance of the above said legal notice under Ex.P2 dated 23.12.2020 to the appellant/tenant. Hence the allegations which are raised in the said legal notice is at present no leg to stand. But the rent court on mis appreciation of the evidence available on record allowed the petition, directing the appellant/tenant to hand over the possession to the respondent/landlady. Hence the order of the rent court are unsustainable in law, liable to be set aside and that appeal is to be allowed.

9. Per contra the learned counsel for the respondent/landlady contended that the Tamil Nadu Regulation of Rights and Responsibilities of



Landlords and Tenants Act, 2017 act is special act governs the lease of the building and tenancy right of the tenant and the landlord. It is well settled law that the special law which is enacted to deal with the special purpose will prevail over the general law. Hence Sec.106 of the Transfer of Property Act will not applicable to this case. It is well settled law that once there is no registered tenancy agreement available between the landlord and tenant as mandated Sec.4(2) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, the eviction is automatic in view of Sec.21(2)(a) of Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017. In this case also there is no registered written tenancy agreement between the appellant/tenant and respondent/landlady with regard to the petition mentioned property. The rent court on correct appreciation of evidence emerged on record, ultimately allowed the petition and directing the appellant/tenant to hand over the possession of the petition mentioned property to the respondent/ landlady. Hence well considered order of the rent court need not be interfered in this appeal and that appeal is devoid of merits and liable to be dismissed.

10. This Court carefully considered the above said submission of the learned counsel for the both parties and perused the records. The learned counsel for the appellant/tenant relying upon the judgment in **S.Muruganandam vs J.Joseph reported in 2022-1-L.W.752** indicating the tabulation which is mentioned in the above said judgment that the respondent/landlady admitted in her legal notice under Ex.P2 dated 23.12.2020 that the written tenancy agreement was entered on 25.12.2019



between the appellant/tenant and respondent/landlady in respect of the petition mentioned property. Thus it is clear that the above said written tenancy agreement was entered between the appellant/tenant and respondent/landlady after the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 came into force and that the petition is not maintainable before the rent court. This court carefully considered the above said submission of the learned counsel for the appellant/tenant. No doubt the tabulation of the above said judgment cited by the learned counsel for the appellant/tenant it is stated that if the written tenancy agreement was entered after the commencement of the new act, but it is not registered, the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 is not applicable. This aspect is dealt by the learned rent controller in detail in her order, but the rent court relied upon the judgment in **Andal vs Lawrence Swami Doss and others reported in (2024) 2 CTC 423** and rendered finding that even though the rental agreement is subsequent to the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 came into force and remain unregistered, the rent court has jurisdiction to entertain the petition.

11. It is pertinent to note that it is brought to the knowledge of this court about the judgment in **Hemalatha ..vs.. Jeevanantham and others rendered by the Hon'ble Madurai Bench of Madras High Court dated 01.06.2026 (Division Bench)** published in internet, which was dealt with reference which was made to resolve conflict between the Hon'ble two single bench decisions of the Hon'ble Madurai Bench of Madras High



Court with regard to the requirement of the registered tenancy agreement under Sec.4 of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, in which it was held that in the absence of registered tenancy agreement no application is maintainable either before the Rent Authority, rent court or rent tribunal for the relief specified before the respective authorities. But the operative portion of the class (ii) of the above said judgment observed that 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 not be dismissed solely on the ground of non registration of the tenancy agreement. This court feels that it is better to extract the relevant portion of the above said judgment for the better appreciation as follows,

“(ii) 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 not be dismissed solely on the ground of non registration of the tenancy agreement”

12. Thus it is clear from the above said judgment dated 01.06.2026 the question of non registration shall not be reopened in respect of the cases pending before the Rent Authority, Appellate Authority or in revision shall not be dismissed on sole ground of non registration of the tenancy agreement. This case also decided by the rent court on 14.02.2025. Hence



as per the dictum laid down in the judgment in **Hemalatha ..vs.. Jeevanantham and others rendered by the Hon'ble Madurai Bench of Madras High Court dated 01.06.2026 (Division Bench)**, this court concluded that the original petition which was filed before the rent court can not be dismissed solely on the ground of non registration of tenancy agreement. Therefore it is clear that in view of the legal dictum laid down in the above said judgment, that no registered tenancy written agreement was entered between the landlord and tenant it is good ground for eviction of tenant from the premises. While it is validity or otherwise of the legal notice under Ex.P2 dated 23.12.2020 issued by the respondent/landlady under Sec.106 of Transfer of Property Act to the appellant/tenant does not arise for consideration.

13. In this case also that there was no registered tenancy agreement was entered between the appellant/tenant and respondent/landlady with regard to the petition mentioned property. Hence this court concluded that the rent court on the basis of the evidence emerged on record, arrived correct conclusion holding that the respondent/landlady is entitled for the possession of the petition mentioned property under Sec.21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 on the ground of failure to enter into the agreement as contemplated under Sec.4(2) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017. Therefore the well considered order of the rent court need not be interfered in this appeal and that the appeal is devoid of merits and liable to be dismissed. These points are answered accordingly.



14. Point No.3:

Since the above points are decided as above on the basis of oral and documentary evidence the appeal is devoid of merits and liable to be dismissed. This point is answered accordingly.

In the result, the appeal is dismissed, confirming the fair and decreetal order passed by the rent court. Having regard to the facts and circumstances of the case no order as to costs.

Dictated by me to the Stenographer, transcribed and typed by her in the computer, corrected and pronounced by me in the open Court this the 10th day of June 2026.

Rent Control Appellate Authority/
I Additional District Judge,
Madurai.