

In the Court of the IV Additional District Judge, Madurai
(Rent Tribunal)

Present: Thiru.M.Udhayavelavan, B.L.,
IV Additional District Judge, Madurai
Friday this the 10th day of July 2026

R.T.A.No. 55/2025

(CNR.No. TNMD01-008791-2025)

M.Rajasekaran ... Appellant /Respondent.

/ vs /

G.Ramakrishnan ... Respondent / Petitioner.

On appeal against the Fair Order and Ex-order dated 23.10.2025 passed in
R.L.T.O.P.No. 31/2022, on the file of the III Additional District Munsif, Madurai
Town.

R.L.T.O.P.No.31/2022

G.Ramakrishnan ... Petitioner/Landlord

/ vs/

M.Rajasekaran ...Respondent/Tenant

This petition coming for final hearing before this court on 02.07.2026 in the
presence of Thiru.J.Syed Nazar, Advocate for the Appellant and
Thiru.S.Rethnakumar, Advocate for the Respondent and upon perusing the records
and hearing both side arguments and having stood over till this day for consideration,
this court delivers the following :

ORDER

1). This appeal has been filed by the appellant / tenant feeling aggrieved over the impugned order of learned III Additional District Munsif cum Rent Court, Madurai Town passed in RLTOP.No. 31/2022, dated 23.10.2025, wherein the appellant has been ordered to be evicted from the schedule property for the failure of parties to enter into rental agreement as prescribed in sec. 4(2) of Tamilnadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, to set aside the same, by allowing this appeal and dismiss the RLTOP No.31/2022 in its entirety.

i). For the sake of convenience, in this appeal, both the parties herein will be referred as to their litigative status before learned III Additional District Munsif cum Rent Court, Madurai Town in RLTOP.No. 31/2022, as petitioner and Respondent respectively.

ii). The petitioner has filed RLTOP.No.31/2022 before the learned Rent court for eviction of the respondent from the schedule property u/s 21(2)(a), 21(2)(b), 21(2)(d), 21(2)(e) & 21(2)(g) of Tamilnadu Regulation of Rights and Responsibilities of Landlords and Tenants Act.

2. The case of the petitioner before the learned trial court in brief as follows:-

The petitioner is the owner and landlord of the demised building which has been given in lease to the respondent before the commencement of the TNRRRLT Act for a monthly rent of Rs.18,000/-, as orally agreed by them, but, the respondent

has failed to pay rent from 2019 onwards. Further the respondent has failed to enter into the tenancy agreement as mandated in sec.4(2) of the TNRRRLT Act. Hence the respondent is liable to be evicted from the demised building on the ground of wilful default in payment of rent, failure to enter into lease agreement, misuse of the premises and requirement for own use and occupation of the petitioner.

3. The case of the respondent before the learned trial court in brief as follows:-

It is admitted that the petitioner is the owner /landlord of the demised building but, all other allegations are denied as false. The respondent has been inducted into the demised building as a tenant in the month of September 2015 and continued in possession of the schedule property by running a business in the name and style of Ambigai Air Conditioners, in Sales and Services of Air conditioner. As the petitioner has unauthorisedly tried to evict the respondent, he has filed O.S.No. 522/2021, seeking permanent injunction, except by due process of law and the respondent has sent the rent amount of Rs.15,000/- through a cheque bearing No.001585, dated 10.11.2021. As the petitioner has refused to receive the rent, after October 2021, the subsequent payment made through cheque has also been refused by the petitioner. Hence the petitioner could not attribute any wilful default against the respondent and there is no bonafideness in claim of the petitioner for own use, the respondent has properly use the premises and no default could be attributed against the respondent in entering the lease agreement in terms of the provisions of sec.4(2) of TNRRRLT Act. Hence the respondent prays for dismissal of the petition.

4. In order to prove their respective cases, the petitioner has examined himself as PW.1 and produced Ex.P1 to P15 documents and the respondent has examined himself as RW.1 and produced Ex.R1 to R11 documents.

5. The learned trial court after hearing both side and on considering the materials placed before it, ordered eviction on the ground of failure of the parties to enter into tenancy agreement in terms of sec.4(2) of Tamil Nadu Regulations of Rights and Responsibilities of Landlords and Tenants Act, 2017.

6. Feeling aggrieved and dissatisfied with order of learned trial court, the respondent has preferred this appeal on the following grounds.

i). The learned trial Court has failed to consider the written agreement earlier entered between both the parties for a period of two years between 2015 and 2017 and also failed to properly consider the evidence of R.W1 about denial of petitioner to accede to the request of the respondent to enter into a tenancy agreement in terms of the new rent Act.

ii). The learned trial court has also failed to consider lack of bonafideness on the part of the petitioner in claiming eviction of the respondent from the schedule property, but without considering all these facts, the learned trial court has simply ordered eviction of the respondent from the demised building.

Hence the respondent prays for an order to set aside the impugned order of learned trial court and allow the appeal as prayed by him and dismiss the RLTOP. No. 31/2022 in its entirety.

7. Points for consideration -

- i). Whether the learned trial court is not correct in ordering eviction of respondent for want of tenancy agreement entered in terms of section 4(2) of Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act 2017 ?
- ii). Whether this appeal is an allowable one?

8. Point No. 1 :-

i). The petitioner has filed RLTOP No. 31/2022 to evict the petitioner on the grounds of failure of the parties to enter into tenancy agreement u/s. 4(2) of the Tamilnadu Regulations of Rights and Responsibilities of Landlords and Tenants Act, 2017, (TNRRLT Act 2017). The learned trial court has ordered eviction on the grounds of want of tenancy agreement u/s.4(2) of TNRRLT Act. Hence this appeal has to be considered on the limited grounds of the provisions of section 21(2)(a) of TNRRLT Act.

ii). The learned counsel appearing for the respondent relying on the judgment of our Hon'ble High Court rendered in **Hemalatha vs. Jeevanatham and others** reported in **C.R.P.(MD).Nos. 2451 and 2439 of 2025** and **C.M.P.(MD).Nos.14714**

and 14618 of 2025, dated 01.06.2026 would contend that without having a tenancy agreement registered in accordance with sec.4(2) of TNRRRLT Act, the petitioner could not have invoked the provisions of TNRRRLT Act and filed the RLTOP No. 31/2022. Further, when the petitioner has admitted the availability of written agreement for the period covered from 2015 – 2017, he could not have filed the RLTOP invoking the provisions of TNRRRLT Act. Hence the respondent prays for an order to set aside the impugned order of the learned trial court.

iii). On the other hand, disputing the submissions of the respondent, the petitioner would contend that irrespective of fault of either of the parties as provided u/s.2(1) of TNRRRLT Act, the learned Rent court is empowered to order eviction of the tenant, for want of tenancy agreement entered and registered in accordance with Section 4(2) of the TNRRRLR Act 2017 and as per the judgment of our Hon'ble High Court in **Hemalatha vs. Jeevanatham and others** relied by the respondent, the bar is applicable from 01.06.2026 onwards only, and not applied to the pending appeal proceedings. Therefore the respondent prays for dismissal of the petition.

iv). It is admitted by both the parties that there is no tenancy agreement entered and registered within the grace period of 575 days provided u/s.4(4) of TNRRRLR Act, for the tenancy, which has been in sustenance even before the advent of the TNRRRLR Act. Hence, when the respondent has admitted as tenancy has been created prior to the advent of the Act as held by the **Hon'ble High Court in S. Muruganandam vs. J.Joseph & Other** and **Hemalatha vs. Jeevanatham and**

others, irrespective of fault on either of the parties, the landlord, petitioner is entitled to invoke sec. 21(2)(a) of TNRRRLR Act **and as held by our Hon'ble High Court in Hemalatha vs. Jeevanatham and others at para 68(ii)**

“ In view of the well recognised principle “Actus Curaie 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.”

The absence of registered tenancy agreement will not be a hindrance to the petitioner to invoke the provisions of sec.21(2)(a) of TNRRRLR Act 2017. Therefore, when sec.21(2) of TNRRRLR Act 2017 provides for eviction of tenant from the demised building for want of tenancy agreement entered in accordance with provisions of sec.4(2) of TNRRRLR Act 2017, the order of eviction passed by the learned Rent court could not be found fault.

In view of the above discussion, this court comes to the conclusion that the learned trial court has correctly ordered the eviction of the respondent for want of tenancy agreement u/s.21(2)(a) of TNRRRLR Act 2017 and the same requires no interference in this appeal. Accordingly this point is answered.

9.Point No.2

In view of the findings arrived to preceding point No.1, this court is of the view that this appeal is not an allowable one. Accordingly, this point is answered.

In the result, this appeal is dismissed by confirming the order of eviction

passed by learned Rent court (III Additional District Munsif Court), Madurai Town in RLTOP.No. 31/2022 dt.23.10.2025. On considering the nature of the case, there is no order as to costs.

This judgment is dictated to the Steno-typist, and transcribed by her in the computer, corrected and pronounced by me in the open court this the 10th day of July 2026.

IV Additional District Judge,
Madurai.

Both side evidence and documents : NIL

IV Additional District Judge,
Madurai.

To

The III Additional District Munsif Court,
Madurai Town.