

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

(RENT CONTROL APPELLANT TRIBUNAL, MADURAI)

Present: Thiru. S.John Sundarlal Suresh, B.Sc., M.L.,

IV Additional District Judge, Madurai.

Thursday the 12th day of March, 2026

R.T.A.No.47/2025

CNR No.TNMD01007648-2025

K. Kasiviswanathan

... Appellant/tenant

/Versus/

S. Rajalakshmi

...Respondent/Landlady

On Appeal against the fair order and decreetal order made in RLTOP No.111 of 2021 dated 16.09.2025 on the file of the I Additional Rent Court /I Additional District Munsif, Madurai.

RLTOP No.111 of 2021

S. Rajalakshmi

... Petitioner /Landlady

/Versus/

K. Kasiviswanathan

...Respondent/Tenant

This Appeal is coming before me for final hearing on 02.03.2026 in the presence of Thiru.T.Xavier Devasahayam Advocate for the Appellant and Thiru.S.Bala Mohan 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) of Tamil Nadu Regulation of Rights and Responsibilities of Landlords and

Tenants Act, 2017 against the appellant/tenant to vacate and hand over the possession of the petition mentioned property to the respondent/landlady. The trial court after taking into consideration of the evidence emerged on record allowed the petition and directing the appellant/respondent to vacate and hand over the petition mentioned property to the respondent/landlady. Aggrieved over the same the appellant/tenant filed this appeal before this Court.

2. The litigative status of the parties is referred as in the trial Court in this appeal for the sake of convenience.

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

The petitioner is the owner of the building bearing Door No.142, North Masi Street, Madurai. The petitioner is in occupation of the ground floor of the building and she is doing business in the ground floor of the said building as stockist of Pharmaceuticals in the name and style of "M/s Suchithra". The respondent took lease of the second floor of the building Door N.142, Madurai Town and he has been running his auditor office therein for the past 10 years. Lastly the petitioner and the respondent have entered into a lease agreement on 01.01.2018 for 2 years. As per lease agreement the rate of rent is Rs.4,500/- and the respondent agreed to entered into a new agreement after expiry of two years to register it with Revenue Divisional Office. The respondent has been voluntarily remitting at the rate of Rs.4,950/- per month towards the rent in the petitioner's Bank account from 04.04.2020. The lease deed dated 01.01.2018 was expired on 31.12.2020 and the respondent has not renewed the rental

agreement inspite of several oral reminders. The ground floor of the building is not sufficient for the petitioner's business and therefore she is in need of the second floor. Therefore the petitioner has requested the respondent to vacate and to deliver the possession to the petitioner. The respondent has agreed but postponed the same. The petitioner has sent a legal notice on 27.02.2020 to the respondent terminating the tenancy and directed the respondent to vacate and deliver possession of the building to the petitioner. The respondent has received the notice and sent a reply notice dated 09.03.2020 with false and untenable allegations. Hence petition.

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

The rent control eviction petition is not maintainable in law and facts. The petitioner is landlady of Door No.142, North Masi Street, Madurai is true. The respondent took lease of the second floor of the building at Door No.142, North Masi Street, Madurai for running this Auditor's Office there for the past 10 years also true. As per the lease agreement the rate of rent is Rs.4,500/- per month and the respondent agreed to enter into a new agreement after the expiry of two years and to register it with Revenue Divisional Office all are not admitted. The further allegation that the second floor of the Door No.142 is required by the petitioner for her business as additional accommodation are also incorrect and false. The respondent never agreed to vacate and deliver the possession to the petitioner. The respondent has failed and refused to enter into agreement with petitioner as per the requirement of the Tamilnadu Regulation of Right and Liabilities of Landlord and Tenant

Act 2017 and therefore the tenancy is deemed to be expired are all incorrect and false. The respondent took lease of the second floor in Door No.142, North Masi Street for running his Auditor's Office and he has been in very regular to pay the rents to the petitioner till date. The application is only created for vacating this respondent alone. Hence the petition is to be dismissed.

5. The contents of the additional counter filed by the appellant/tenant in the trial court in brief as follows:

The respondent/tenant actually 3 months of rent of building to be given i.e. $3250 \times 3 = \text{Rs.}9750$ or 10,000) as on advance by the tenant to the landlady. But the said landlady demanded Rs.50,000/- as advance from the tenant. The tenant has accepted and given Rs.50,000/- to the landlady without raising objection. But rent was fixed as Rs.3250/- per month. The petitioner has not produced last agreement of rent with the respondent. There were totally 4 agreements entered by mutual consent of the petitioner and respondent and one vital condition that agreement was mentioned as only 10% may be increased in respect of the rent once in two year at the time of renewal period. On the contra in the year of 2020 the landlady demanded to pay the double of the rent amount. The respondent clearly refused to give double of the rental amount and requested the petitioner to follow the condition as stated in the previous agreements. Hence dispute was arose between the landlady and tenant. The landlady has not even approached the tenant for renewal of rental agreement. The tenant has purchased the Non Judicial Stamp Paper and kept with him for executing of renewal rental agreement. The tenant has requested so many times over phone/ in person to renew the rental

agreement. Tenant is ready for renewal of agreement. The tenant Sri.K.Kasiviswanathan is a practicing Chartered Accountant in Madurai has registered the present address as “Registered Professional Address” with so many State / Central Government/ Quasi Government / Organisations, Nationalised /Private Sector banks for empanelment of Auditors for their organisations. Hence the petition is to be dismissed.

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

- The Rent Court has failed to properly appreciate the facts, documents and evidence placed on record, resulting in erroneous order.
- The Rent court has misinterpreted or wrongly applied the provisions of the Tamilnadu Regulation of Rights and Responsibilities of Landlord and Tenants Act, 2017 and the Rules made thereunder.
- The appellant/tenant originally entered into a rental agreement with the respondent/landlady on 01.10.2011 and took possession of a premises measuring 600 sq. ft. situated in the second floor of the respondent’s building on a monthly rent of Rs.3250/- for a period of two years. The tenancy was periodically renewed every two years and the last rental agreement was entered on 01.01.2018 for a period of 24 months fixing the rent at Rs.4,500/- per month, which expired on 31.12.2019.
- The expiry of the last agreement was on 31.12.2019 and the date of commencement of the Act is 22.02.2019 that under Section 4(2) of the Act, the limitation for renewal of the agreement is 575 days from the date of commencement, i.e. till 19.09.2020. Hence both parties were legally entitled to renew the agreement within that period.

- The Hon'ble Supreme Court in its order dated 01.10.2022 extended the limitation period stating that where limitation expired between 15.03.2020 and 28.02.2022, an additional 90 days from 01.03.2022 shall be available. Thus, the renewal of agreement was well within the permissible period.
- The allegations made by the respondent/landlady are false, self-contradictory and unsupported by any proof that the Rent Court failed to appreciate that the respondent herself admitted in her pleadings and cross-examination that she accepted the rent after 31.12.2019 and that there was mutual understanding for renewal and that appeal is to be allowed.

7. The Points for consideration are as follows:

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

8. Point Nos.1 and 2:

The specific case of the respondent/landlady is that the petitioner is the owner of the building bearing Door No.142 North Masi Street, Madurai. The respondent took lease of the second floor of the building and he has been running his audit office therein for the past 10 years. Lastly the petitioner and the respondent had entered into a lease agreement on 01.01.2018 for 2 years and as per the lease agreement the rate of rent

is fixed as Rs.4,500/- per month and the respondent agreed to enter into new agreement after expiry of 2 years and to register it with Revenue Divisional Office. The respondent has been voluntarily remitting the rent at the rate of Rs.4,950/- per month through Bank. The said lease deed dated 01.01.2018 was expired on 31.12.2020 but the respondent did not renew the rental agreement despite several oral reminders by the petitioner. The petitioner has requested the respondent to vacate and deliver the possession of the petition mentioned property to the petitioner. The respondent agreed for the same but postponed the same. Hence the petition is to be allowed.

9. The specific case of the appellant/tenant is that the petitioner is landlady of the Door No.142 North Masi Street, Madurai is true. The respondent took the lease of the 2nd floor of the above said building and running the auditor office. The respondent has been regular in payment of rent to the petitioner till date. There are four agreements were entered between the petitioner and respondent by way of mutual consent and agreed to increase the rent at the rate of 10% once in a 2 years, per contra the landlady demanded to pay the double rent amount in the year 2020. The respondent refused to give the double rental amount and requested the petitioner to follow the conditions as stated in the previous agreements. The respondent did not even approach the tenant for renewal of rental agreement. The respondent requested many times over the phone and in person to renew the rental agreement. This petition is filed only for the purpose of vacating this respondent. This petition is vexatious one. Hence the petition is to be dismissed.

10. The learned counsel for the appellant/tenant contended that the Section 4(2) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, total 575 days is provided to renew the tenancy agreement between the appellant/tenant and respondent/landlady from the date of the said Act came into force. The said Act came into force on 22.02.2019. Therefore as per the limitation fixed in the above said Act that the time is available till 19.09.2020 to renew the Tenancy Agreement between the appellant/tenant and respondent/landlady. Moreover due to the Covid-19 out break in this country, the Hon'ble Supreme Court of India extended limitation periods contained in the statutory enactments with regard to the Judicial, Quasi Judicial proceedings and other proceedings from 15.03.2020 till 28.02.2022. But this petition was filed on 27.08.2021 as prematured one before the Rent Control Court, Madurai. Hence the petition itself is not maintainable in law. Moreover the appellant/tenant agreed to enter into rental agreement with the respondent/landlady. This fact was admitted by the respondent/ landlady in her legal notice. But the trial court on misappreciation of the evidence emerged on record allowed the petition filed by the respondent/landlady directing the appellant/tenant to vacate and hand over the possession to the respondent/landlady. Hence the fair order and decretal order of the trial court are unsustainable in law, liable to be set aside and that appeal is to be allowed.

11. Per contra the learned counsel for the respondent/landlady contended that in fact the appellant/tenant never ready to enter into the tenancy agreement with the respondent/landlady with regard to the petition mentioned property. Moreover the appellant/tenant failed to execute the

tenancy agreement till now as mandated under section 4(2) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 and that the appellant/tenant is liable to be evicted U/s 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017. Therefore the limitation period extended by the Hon'ble Supreme Court of India in view of the out of break of Covid-19 will not be applicable to the facts and circumstances of the case as the appellant/tenant till now failed to enter into the tenancy agreement with the respondent/landlady with regard to the petition mentioned property. The trial court on correct appreciation of evidence emerged on record directing the appellant/tenant to vacate and hand over the possession of the petition mentioned property to the respondent/landlady. Hence well considered order of the trial court need not be interfered in this appeal and that appeal is devoid of merits and liable to be dismissed.

12. This Court carefully considered the above said submission of the learned counsel for the both parties and perused the records. There is no dispute in this case about the fact that the appellant/tenant is tenant under the respondent/landlady with regard to the building bearing Door No.142 North Masi Street, Madurai. Moreover there is no dispute about the fact that there is no agreement entered between the appellant/tenant and the respondent/landlady after the year 2018 with regard to the petition mentioned property. The specific legal point raised by the learned counsel for the appellant/tenant is that as per the section 4(2) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, total 575 days is prescribed for renewing the rental agreement between the appellant/tenant

and respondent/landlady that the Hon'ble Supreme Court of India in view of the out break of the Covid-19 in this country extended the limitation period with regard to the Judicial and Quasi judicial proceedings from 15.03.2020 to 28.02.2022. This court carefully considered the above said legal point argued by the learned counsel for the appellant/tenant. No doubt it appears from the order passed by **the Hon'ble Supreme Court of India in Miscellaneous Application No.21 of 2022 in Miscellaneous Application No.665 of 2021 in Suo Motu Writ Petition © No.3 of 2020 dated 10.01.2022 published in internet** in view of the out break of Covid-19 in this country, the Hon'ble Supreme Court of India extended the limitation period with regard to the filing of the petitions, application, suits, appeals and other quasi proceedings from 15.03.2020 till 28.02.2022. Moreover it appears from the Section 4(2) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, total 575 days is provided for the renewal of the tenancy agreement and consequential of registration of the same before the revenue authority is nothing but quasi judicial proceedings. The judgment in **Ramesh Salunkhe ..vs.. Pramila Jain rendered by the High Court of Judicature at Madras in C.R.P.(N.P.D.)No.1996 of 2021 dated 25.01.2022 published in internet** it is held that if the petition is filed before expiry of the 575 days prescribed under section 4(2) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 the petition is held to be prematured one. The above said judgment is referred in the judgment in **K.Thamaraiselvan ..vs.. Mrs.Sivakami Sachitanandam rendered by the Hon'ble High Court of Judicature at Madras in C.R.P.Nos.1285 and 1065 of 2025 published internet** related to the case where the tenant therein initially admitted the tenancy

but later took contra stand denied the title of the landlord with regard to the property. But the said judgment in **Ramesh Salunkhe ..vs.. Pramila Jain rendered by the High Court of Judicature at Madras in C.R.P. (N.P.D.)No.1996 of 2021 dated 25.01.222 published in internet** is referred in the judgment in **B.A.Chandrashekara Setty ..vs.. Sucharita Gunasekaran represented by her power agent, D.R.Raghunath rendered by the Hon'ble High Court of Judicature at Madras in C.R.P.No.1238 of 2022 dated 10.08.2022 published in internet** discussed and rendered the finding that the limitation provided under section 4(2) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 would be only applicable to those matters in which both landlord therein and tenant therein agreed to continue the tenancy if the landlord therein does not opt to extend with lease then he could terminate at his will. It is useful to extract the relevant portion of the above said judgment for better appreciation as follows:

By virtue of the latest Notification, the time stipulated under section 4(2) of the Act is 575 days. It is needless to state that the above Notification would be applicable only to those matters, in which, both the landlord and the tenant agreed to continue the tenancy and for which the tenant has refused to enter into a written agreement. The landlord is always at liberty to extend the tenancy beyond the period, for which, the original tenancy agreement was entered into. In case the landlord does not opt to extend the lease, then he can terminate it at his will by stating that the tenancy will get concluded and that he does not want to renew the

tenancy by way of executing any written tenancy agreement”.

13. It is pertinent to note that no doubt in the legal notice under Ex.P1 dated 27.02.2020 sent by the respondent/landlady to the appellant/tenant, it is stated that the appellant/tenant agreed to enter into new agreement first but postponed it on some pretext or other. This itself shows that the above said legal notice itself that the respondent/landlady stated the non inclination of the appellant/tenant to enter into the rental agreement in compliance of the section 4(2) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017. Moreover no tenancy agreement was entered between the appellant/tenant and the respondent/landlady with regard to the petition mentioned property. There is no material filed by the appellant/tenant to show that he is always ready and willing to enter into the tenancy agreement with the respondent/landlady. Under these circumstances as held in the judgment cited by the respondent/landlady in **B.A.Chandrashekara Setty ..vs.. Sucharita Gunasekaran represented by her power agent, D.R.Raghunath rendered by the Hon’ble High Court of Judicature at Madras in C.R.P.No.1238 of 2022 dated 10.08.2022 published in internet** that the respondent/landlady has option to extend or terminate the tenancy. Under these circumstances on cumulative appraisal of the evidence in view of the finding as above this court concluded that when the appellant/tenant failed to prove his intention to enter into tenancy agreement with the respondent/landlady with regard to the petition mentioned property and that he can not shelter under the limitation provided in section 4(2) of the Tamil Nadu

Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 enactment. The fact remains is that till now no agreement is entered between the appellant/tenant and respondent/landlady with regard to the petition mentioned property. Hence the contention of the learned counsel for the appellant/tenant is that the RLTOP is prematured one is unsustainable in law and can not be countenanced as it becomes matured one during the course of time in view of the inaction on the part of the appellant/tenant with regard to the execution of the tenancy agreement between the appellant/tenant and respondent/landlady with regard to the petition mentioned property as mandates under section 4(2) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017. The trial court on correct appreciation of the evidence allowed the petition and directing the appellant/tenant to vacate the petition mentioned property and hand over the same to the respondent/landlady. Hence well considered order of the trial 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 trial 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 12th day of March, 2026.

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