



**IN THE COURT OF DISTRICT MUNSIF/RENT COURT OF
UDHAGAMANDALAM, THE NILGIRIS**

**Present: Thiru. L. PRAKASH, B.Sc., B.L.,
DISTRICT MUNSIF/RENT COURT, UDHAGAMANDALAM.**

Wednesday, the 01st day of July 2026

**R.L.T.O.P. No. 04 of 2026
(C.N.R. No. TNNS030 - 00026 – 2026)**

P. Bharathi

... Applicant

/Vs/

Mageshwaran

... Respondent

This petition came on 23.06.2026 for final hearing before me in the presence of Mr. Puneeth K.G., learned Counsel for the Petitioner/Applicant and of Mr. K. Srihari, learned Counsel appearing for the Respondent, upon hearing the respondent's side arguments and upon having stood over for consideration till this day, this court delivered the following:

ORDER

1. This application has been filed under Section 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (hereinafter referred to as the "New Rent Act"), seeking an order directing the respondent to vacate and hand over vacant possession of the petition-mentioned non-



residential premises and for costs.

Gist of Application and facts of the case:

2. The case of the petitioner, in brief, is that she is the owner and landlord of the non-residential premises bearing Shop No.1 (2nd Floor), Door No.279, Hills Queen Complex, Bank Lane, Ootacamund, and that the respondent is her tenant carrying on business in the name and style of "United Chit Company." According to the petitioner, the tenancy commenced in the year 2014 under an oral agreement and the respondent has committed willful default in payment of monthly rent of Rs.1,000/- from the inception of tenancy. It is further contended that no written tenancy agreement has been executed or registered before the Rent Authority as mandated under Section 4 of the New Rent Act, despite repeated requests made by the petitioner. On the said ground, the petitioner seeks eviction of the respondent under Section 21(2)(a) of the Act.

Gist of Counter Statement of Respondent:

3. The respondent has filed a detailed counter denying each and every material averment made in the petition. The respondent specifically denies the existence of any landlord-tenant relationship between the parties. According to the respondent, he never entered into any oral tenancy agreement with the petitioner, is not carrying on any business in the petition premises under the name "United Chit Company," and is not a tenant under the petitioner. Consequently, the respondent contends that the question of execution or registration of a tenancy agreement does not arise. The respondent therefore prays for dismissal of the petition.

**Points for determination.**

4. In this petition, the following points are to be determined.
 - (i) *Whether the relationship of landlord and tenant between the applicant and the respondent has been established?*
 - (ii) *Whether the respondent has failed to enter into a written tenancy agreement and is liable to be evicted under the provisions of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017?*
 - (iii) *Whether the applicant is entitled to the relief of eviction as prayed for?*

Discussion on points:

5. Though sufficient opportunities were granted to the petitioner to adduce evidence from 18.04.2026 till 17.06.2026, the petitioner failed to let in any oral or documentary evidence. Hence, the petitioner's side evidence was closed. Thereafter, the respondent's side was heard on 23.06.2026. This Court has carefully considered the pleadings and the available materials on record and proceeds to decide the matter on merits.

6. The foremost question that arises for consideration is whether the petitioner has established the existence of a landlord-tenant relationship between the parties. The jurisdiction of the Rent Court under the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 can be invoked only when the existence of the jural relationship of landlord and tenant is either admitted or proved by acceptable evidence.



7. In the present case, though the petitioner has asserted that she is the owner and landlord of the petition-mentioned premises, she has not produced any document whatsoever to establish either her ownership or her status as landlord. No title deed, property tax receipt, municipal records, rent receipts, rental accounts, correspondence, or any other documentary evidence has been produced. More importantly, despite repeated opportunities granted by this Court, the petitioner failed to enter the witness box and adduce evidence in support of the averments made in the petition. Consequently, there is absolutely no legal evidence before this Court to substantiate the petitioner's claim.

8. The respondent has categorically denied the existence of any landlord-tenant relationship. Once such a specific denial has been made, the burden squarely rests upon the petitioner to establish the foundational facts necessary to invoke the jurisdiction of this Court under the New Rent Act. The petitioner, however, has failed to discharge such burden.

9. It is a settled principle of law that the burden of proving a fact lies upon the party who asserts it. Sections 101 to 103 of the Indian Evidence Act embody this principle. Mere pleadings, however strong, cannot take the place of proof. Unless the pleadings are supported by legally admissible evidence, no relief can be granted.

10. In *Anil Rishi v. Gurbaksh Singh*, (2006) 5 SCC 558, the Hon'ble Supreme Court held that the burden of proving the existence of a fact always lies upon the party asserting it and that the weakness of the defence cannot be relied upon to fill the lacuna in the plaintiff's case. The plaintiff must succeed on the strength of his own case and not on the weakness of the defence.

11. Further, in *Ramesh Chand Ardawatiya v. Anil Panjwani*, (2003) 7 SCC 350, the Hon'ble Supreme Court held that even where the defence is weak or absent,



the plaintiff is still required to establish his entitlement to the relief claimed by producing satisfactory evidence. A decree cannot be granted merely on the basis of pleadings.

12. In the present case, the petitioner has not produced even the minimum evidence to establish that she is the owner of the petition-mentioned premises or that the respondent is her tenant. No rent receipt, acknowledgment, account statement, correspondence, or independent witness has been examined. Even the alleged oral tenancy has remained completely unproved. Therefore, this Court has no material before it to conclude that a jural relationship of landlord and tenant exists between the parties.

13. The petitioner has also sought eviction on the ground that the respondent failed to execute and register a written tenancy agreement as contemplated under Section 4 of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017. However, the statutory obligation to execute and register a written tenancy agreement necessarily presupposes the existence of a valid landlord-tenant relationship. Unless such relationship is first established, the question of holding that the respondent violated Section 4 of the Act does not arise. Therefore, the petitioner cannot invoke Section 21(2)(a) of the Act in the absence of proof of the foundational jural relationship.

14. This Court is therefore of the considered view that the petitioner has failed to establish that she is the landlord of the petition-mentioned premises or that the respondent is her tenant. Since the very foundation for invoking the provisions of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 has not been established, the petitioner is not entitled to seek eviction under the said Act. ***Accordingly, Point No.(i) is answered against the petitioner. Consequently, Points Nos.(ii) and (iii) are also answered against the petitioner.***

**Result:**

15. In the result, this application under section 21(2)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, is dismissed. There shall be no order as to costs.

This Order is dictated by me to the steno-typist, typed by her in computer, corrected and pronounced by me in open court, on this the 01st day of July 2026.

**Sd/- L. PRAKASH,
DISTRICT MUNSIF/RENT COURT,
UDHAGAMANDALAM.**

Witness examined on the Petitioner's side	:	Nil
Documents marked on the Petitioner's side	:	Nil
Witness examined on the Respondent's side	:	Nil
Documents marked on the Respondent's side	:	Nil

**Sd/- L. PRAKASH,
DISTRICT MUNSIF/RENT COURT,
UDHAGAMANDALAM.**



Draft/Fair Order:

R.L.T.O.P. No. 04/2026

Dated: **01.07.2026**

**District Munsif Court,
Udhagamandalam.**