

In the Court of District Munsif, Mudukulathur

Present : Ms.J.C.Aparna, B.A, L.L.B.,

District Munsif,

Mudukulathur.

Monday the 09th day of February 2026

I.A.No.03/2023

in

RLTOP.No.01/2023

K.Ramanathadurai

...Petitioner

/VS/

T.Thangam

... Respondent

This petition came on 21.01.2026 before this court for a final hearing in the presence of H.Muralitharan, Learned Counsel for the Petitioner, Thiru.S.Siva Gopal, Learned Counsel for the respondent and upon hearing both side enquiry and upon perusing the material records and having stood over till this day for consideration, this court delivered the following:

ORDER

This petition has been filed under Sec 8 and 13(1) and Sec 25 of Tamil Nadu Regulation of right and responsibilities of landlords and tenants act 2017 to deposit rent in the court or to be paid to the petitioner till the disposal of the RLTOP.

2. The contention of the Petitioner in brief:-

The petitioner is the petitioner in the R.L.T.O.P. NO. 1/2023. The petition mentioned property originally belonged to the petitioner's father, Kumarasamy, and was settled in favour of the petitioner on 26.02.2013 by way of Inam Settlement Deed in document No. 250/2013. The respondent has been a tenant of the property until 2012 and is running a four-wheeler vehicle repair shop called Thangam Auto Works. The respondent initially entered into an oral lease agreement with the petitioner's father on a year to year basis. After the petitioner inherited the property, the respondent continued to remain as a tenant by keeping the previous advance amount of Rs. 10,000/- given to the petitioner's father. In January 2019, a new oral rental agreement was entered into between the petitioner and the respondent and it was agreed that the respondent shall pay a monthly rent of Rs. 4000/- for the suit property by the 5th of every month. The respondent is not regular in paying rent. Hence this petition to deposit rent in the court or to be paid to the petitioner till the disposal of the RLTOP. Hence prays to allow the petition.

3. Brief averments of the Respondent in brief:

The respondent denies the averments in the petition. There is no landlord tenant relationship or any agreement between the parties. After the new rent Act all rental agreements are to be compulsorily registered. Hence this petition cannot be entertained and is liable to be dismissed.

4. Point for consideration:-

Whether the petition be allowed and the relief be granted as prayed for?

Heard both sides. On the side of respondent Ex.R1 and R2 were marked. Petitioner side no document was marked.

5. Answer to the Point:-

5.1. The case of the petitioner is that the petition mentioned property originally belonged to the petitioner's father, Kumarasamy, and was settled in favour of the petitioner on 26.02.2013 by way of Inam Settlement Deed in document No. 250/2013 and states that the respondent initially entered into an oral lease agreement with the petitioner's father on a year to year basis. After the petitioner inherited the property, the respondent continued to remain as a tenant by keeping the previous advance amount of Rs. 10,000/- given to the petitioner's father and it is further admitted that in January 2019, a new oral rental agreement was entered into between the petitioner and the respondent. Hence it is admitted fact by the petitioner that there was no written agreement between the parties. On reading of proviso under section 4(2) of the Tamil Nadu Regulation of right and responsibilities of landlords and tenants act 2017 makes it clear that where the landlord and tenant fail to enter into an agreement under sub section 2, the landlord or the tenant shall have a right to terminate the tenancy under section 21(2) (a) of the act.

5.2. The present petition is filed under section 25 of the Tamil Nadu Regulation of right and responsibilities of landlords and tenants act 2017, which

reads as in any proceedings for recovery of possession on any ground other than that referred to in clause (a) or clause (b) of sub-section (2) of section 21, the tenant contests the claim for eviction, the landlord may, at any stage of proceedings, apply to the Rent Court to direct the tenant to pay to the landlord rent payable as under section 8 and the Rent Court may order the tenant to make such payment as agreed regularly to the landlord by the tenth of the month and all other charges due from the tenant along with penal charges, if any, due to delay in the same manner as provided in sub-section (1) of section 13.

5.3. Since the main petition for eviction is maintainable only under section 21 (2) (a) because admittedly there is no written agreement and the tenancy was entered before the commencement of Tamil Nadu Regulation of right and responsibilities of landlords and tenants act 2017, the petitioner is not entitled for the relief as prayed for. Hence in the light of the above discussions, this petition is dismissed and no order as to costs.

7. In the result, this petition is dismissed. No order as to costs.

Directly typed by me in my official laptop and formatted by Steno Typist, corrected and pronounced by me in open court on this 09th day of February 2026.

**District Munsif,
Mudukulathur.**

Petitioner side witnesses and documents : Nil

Respondent side witness: Nil

Respondent side Documents:

Ex.R1	25.09.2023	Judgment of HMOP No.58/2020- Certified copy
Ex.R2	25.09.2023	Decree of HMOP No.58/2020- Certified copy

**District Munsif,
Mudukulathur.**