

TNRM090000712022



IN THE COURT OF DISTRICT MUNSIF, MUDUKULATHUR

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

District Munsif,

Mudukulathur.

Friday, the 27th day of March 2026

CNR.No.TNRM090000712022

RLTOP.No.01/2023

K.Ramanathadurai

... Petitioner

Vs

T.Thangam

... Respondent

This petition came on 16.03.2026 before this court for a final hearing in the presence of Thiru.H.Muralitharan, Learned Counsel for the Petitioner and Thiru.S.Sivagopal, Learned Counsel for the Respondent and hearing petitioner 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 is filed by the petitioner for eviction U/S 21(2)(b)(g) of T.N. regulation of rights and responsibilities of landlord and tenant, act 2017 against the respondent ordering him to payment of rent dues and evict from the petition property and directing him to hand over possession and to pay cost.



2) Gist of the petitioner in brief is as follows:-

The petition mentioned property originally belonged to petitioner's father Kumarasamy. On 26.02.2013, by way of document No.250/2012, Kumarasamy settled the petition mentioned property in favour o the petitioner. The respondent was a tenant of the petition mentioned property till 2012 and was conducting a business in the name and style of Thangam Auto works. After 2013, he respondent continued as a tenant and paid the rent to the petitioner. On January 2019, the petitioner and the respondent entered into an oral tenancy agreement. The respondent is defaulting in payment of rent and is also not coming forward to execute the tenancy agreement. Hence the present petition.

3. Gist of the counter submitted by the respondent in brief is as follows:-

The respondent denies the averment in the petition. The respondent is the husband of the petitioner's sister. It is admitted that petition mentioned property was settled in favour of the petitioner by way of settlement deed in document number 250/2013. It is stated that the respondent paid the rent without any default. There is no written tenancy agreement between the parties. After 2017, all tenancy agreements must be registered with the rent authority. Hence this petition is not maintainable. The petitioner can only maintain a suit for eviction. Hence prays to dismiss the petition with costs.



4. Point for Determination:

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

Heard petitioner side enquiry, the petitioner examined himself as PW1, through PW1, Ex.P1 to P9 were marked. The petition was reserved with liberty for the respondent side to enquire on before 26.03.2026. After giving sufficient opportunity respondent side did not enquire the matter. Petitioner side written arguments filed on 25.03.2026. Available records perused.

5. Discussion and Determination:

5.1. The present petition is filed under 21(2) (b) and 21(2)(a) of Tamil Nadu Regulation of Right and Responsibilities of Landlord and Tenants Act 2017. The case of the petitioner is that on January 2019, the petitioner and the respondent entered into an oral agreement for tenancy and the respondent is defaulting in payment of rent and is also not coming forward to execute tenancy agreement for the year 2020-2021. Hence this present petition is filed for payment of rent dues and for evicting the respondent from the premises.

5.2. The respondent had filed a counter stating that after the petitioner's father, settled the petition mentioned property in favour of the petitioner in 2013, in para No.17 of the counter affidavit it is admitted that from 2013 onwards the respondent regularly paid rent (Rs.1000/-) to the petitioner without any default. This confirms, the landlord-tenant relationship between the parties.



5.3. The only contention of the respondent is that since there is no written rent agreement between the parties and since the Act mandates after 2017 all tenancies must be registered with rent authority, this petition is not maintainable. But since admittedly there is a landlord tenant relationship between the parties. The *Hon'ble High Court of Madras in S.Muruganandam Vs.J.Joseph delivered on 25.01.2022 in CRP(NDP) Nos.3056, 3061 3062, 3063, 3067 and 3094 of 2021*, has held that the landlord is entitled to eviction under Section 21(2) (a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 when a tenant fails to enter into a written registered rental agreement after the commencement of the new act and when no new agreement in writing as required under Section 4(2) of the Act has been entered into or the existing agreement has been registered within a period of 575 days form the date of the commencement of the new Act.

5.4. It can be seen in the case on hands, the parties entered into an oral lease prior to the commencement of the Act and it had expired prior to the commencement of the Act and no new agreement in writing as required under Section 4(2) of the Act has been entered into within a period of 575 days form the date of the commencement of the new Act. Even though the Specific Section 21(2) (a) of the Act is not pleaded, the grounds and necessary pleadings exists as material facts in the petition to support the petitioner's claim. Since the petition makes



out a case that the tenancy is oral and the same is admitted by the respondent in his counter affidavit, the court can grant the relief under Section 21(2)(a) of the Act by moulding the relief to the same in the interest of justice even if the specific section is not cited.

6. In the result, this petition is allowed under section 21(2)(a) of Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act 2017 and dismissed under 21 (2)(b) and (2) (g) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act 2017.

whereas,

- a. The respondent is directed to vacate and hand over the vacant possession of the schedule premises to the Petitioner within two months from the date of this order.
- b. No orders as to costs.

Directly typed by me in my official laptop, aligned by the Steno Typist, corrected by me and pronounced in the open court, on this 27th day of March 2026.

**District Munsif,
Mudukulathur.**

Petitioner side Witness:-

PW1 - Thiru.Ramanathadurai



Petitioner side Exhibits:-

- | | | |
|-------|------------|--|
| Ex.P1 | 25.03.2013 | Inam settlement deed executed by Kumarasamy in favour of Ramanathadurai- SRO copy |
| Ex.P2 | 26.03.2021 | Legal notice sent to the respondent- Office copy |
| Ex.P3 | 05.04.2021 | Reply Legal Notice- Xerox copy |
| Ex.P4 | - | Plaint in OS No.60/2021 on the file of District Munsif Court, Mudukulathur- Office copy |
| Ex.P5 | - | Written statement in OS No.60/2021 on the file of District Munsif Court, Mudukulathur- Office copy |
| Ex.P6 | - | Memo in in OS No.60/2021 on the file of District Munsif Court, Mudukulathur- Office copy |
| Ex.P7 | - | E- Court Diary in OS No.60/2021 on the file of District Munsif Court, Mudukulathur- Online copy |
| Ex.P8 | 14.10.2019 | Order in CRP (NPD) No.3317/2019 – Online copy |
| Ex.P9 | - | Adhar Card of Petitioner (Compared with original)- Xerox copy |

Respondent side Witness and Documents:- Nil

**District Munsif,
Mudukulathur.**