

BEFORE THE RENT COURT OF UDHAGAMANDALAM, THE NILGIRIS

Present: **Thiru. L.PRAKASH, B.Sc., B.L.,**
District Munsif/Rent Court, Udhagamandalam.

Tuesday, the 07th day of April 2026

R.L.T.O.P. No. 52 of 2025

(C.N.R. No. TNNS030 – 00137 - 2025)

Padmavathy

... Applicant/Landlord

/Vs/

Ashoke

... Respondent/Tenant

This petition came on 27.01.2026 for final hearing before me in the presence of Thiru. S. Suresh Kumar, learned Counsel for the Applicant/Landlord and the Respondent remains exparte, upon hearing the exparte arguments of the applicant's side, and upon having stood over for consideration till this day, this court delivered the following:

ORDER

1. The petition is filed under section 21 2(a) of the Tamil Nadu Regulation of Rights and Responsibilities of the Landlords and Tenants Act 2017,(hereinafter referred as New Rent Act), for failure to enter into tenancy agreement as mandated under law and seeking an order of eviction directing the respondent to vacate the petition mentioned residential premises and place the applicant in possession thereof.

Gist of Application and facts of the case:

2. The case of the petitioner is that she is the landlord of the petition mentioned residential premises bearing Door No.62/53, Kappini Gowder Line, 14th

Beat, Kandal, Udhagamandalam, The Nilgiris, and the respondent is her tenant. According to the petitioner, the tenancy was created orally in the year 2000 on a monthly rent of Rs.1,500/-. It is further stated that despite repeated requests and issuance of legal notice dated 08.07.2024, the respondent failed to execute and register a written tenancy agreement as required under Section 4 of the Act. It is also alleged that the respondent has not paid rent from the year 2018 onwards. Hence, the petitioner seeks eviction of the respondent under Section 21(2)(a) of the Act and delivery of vacant possession, along with costs.

Counter statement:

3. This petition was taken on file and notice to the respondent could not be served through ordinary process as he was not residing in the given address. Thereafter, substituted service by way of paper publication was ordered and effected. Even after such publication, the respondent failed to appear before this Court. Hence, the respondent was set ex parte and no counter statement has been filed.

Evidence:

4. In the present case, considering the nature of the relief sought and the materials placed on record, this Court is of the view that there is no necessity to adduce oral evidence. The learned counsel for the petitioner submitted the matter for enquiry based on the pleadings and documents filed along with the petition, and the same was heard.

Point for consideration:

5. In this case, the point for consideration is that whether the petitioner is entitled for eviction order against the respondent, directing the respondent to vacate the petition mentioned premises and to surrender vacant possession of the premises?

Discussion:

6. The case of the petitioner is that she is the landlord of the petition mentioned residential premises and the respondent is her tenant, despite repeated requests and issuance of legal notice dated 08.07.2024, the respondent failed to execute and register a written tenancy agreement as required under Section 4 of the Act, hence, the petitioner seeks eviction of the respondent under Section 21(2)(a) of the Act and delivery of vacant possession, along with costs. Since the respondent has been set ex parte, there is no rebuttal or objection to the averments made in the petition and the documents filed in support of the same. On a perusal of the petition averments and the documents filed, this Court is satisfied that the petitioner has established the landlord–tenant relationship between herself and the respondent.

7. It is further evident from the materials on record that there is no existing written and registered tenancy agreement between the parties as mandated under Section 4 of the Tamil Nadu Regulation of Rights and Responsibilities of the Landlords and Tenants Act, 2017. The failure of the respondent to enter into such an agreement, despite notice, attracts Section 21(2)(a) of the Act. Therefore, this Court is of the considered view that the petitioner has proved her case and is entitled to the relief of eviction as prayed for along with cost. Hence, this court inclines to allow this petition with cost.

Result:

8. *In the result, this petition is allowed,*

a) the respondent is directed to vacate and hand over the vacant possession of the petition mentioned premises to the petitioner within two months from the date of this order,

b) Further, the respondent is directed to pay the cost of this petition to the petitioner.

Dictated by me to the steno-typist, typed by her in computer, corrected and pronounced by me in open court, this the 07th day of April 2026.

**DISTRICT MUNSIF,
UDHAGAMANDALAM.**

District Munsif/ Rent Court, Udhagamandalam	
Fair/Draft Order	RLTOP. No. 52/2025
Dated	07.04.2026