

**IN THE COURT OF THE DISTRICT MUNSIF, PATTUKKOTTAI.**

PRESENT;- Tmt. S. Kavipriya, B.A., L.L.B.,  
Rent controller/District Munsif,  
Pattukkottai.

Wednesday the 11<sup>th</sup> day of March 2026

(Thiruvalluvar Aandu - 2057, Visuvavasu Varudam, Masi Thingal 27<sup>th</sup> day)

**R.L.T.O.P.No. 1 of 2025**

**CNR NO. TNTJ100000552025**

Raikana Begam

. . . *Petitioner*

-vs-

Balaji

. . . Respondent

This petition came up for final hearing on 20.02.2026 in the presence of Selvi S. J. Subashini, Advocate for the petitioner, and Selvi. D. Sandhakumari, Advocate for the respondent. Upon hearing the arguments on both sides and perusing the case records, this Court delivered the following:

**ORDER**

This petition has been filed by the petitioner under Section 21(a) (b) (C)and (f) and 22 (1) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, seeking an order directing the respondent to deliver possession of the premises within the time to be fixed by this court otherwise through court of law and appropriate compensation as detailed in the petition.

**2. Petition Brief:**

The suit property originally belonged to the mother of the petitioner, who, by way of a Settlement Deed dated 08.06.2022, settled the same in favour of the petitioner. In the said property, a commercial complex has been constructed in the name of Rahim and portions of the same have been leased out. In the said building, the respondent approached the petitioner seeking to take on lease the shop situated on the ground floor for running a business under the name “Dolphin Tour & Travels.” Upon the respondent’s request, the petitioner agreed, and accordingly, on 01.03.2023, a written shop rental agreement was entered into between the petitioner and the respondent, fixing the monthly rent at Rs.5,000/- and an advance amount of Rs.25,000/-. From the said date, the respondent has been running his business in the said shop. Up to February 2024, the respondent had been paying the rent through G-Pay, though irregularly and with delay.

In the meantime, the petitioner issued a letter dated 09.09.2023 to the respondent, calling upon him to vacate and hand over vacant possession of the said shop. The respondent received the said letter and thereafter continued to pay the rent. The rental agreement entered into between the petitioner and the respondent came to an end in February 2024. From the expiry of the lease period, the petitioner informed the respondent that the shop was required for the petitioner’s own use and requested him to vacate the premises. However, the respondent has failed to vacate the shop till date and has been dragging on the matter by giving false and frivolous reasons. Further, the respondent has failed to pay rent for the months of March, April, October, November and December 2024. In these circumstances, the petitioner issued another letter dated 26.03.2024 calling upon the respondent to vacate and hand over possession of the shop. The respondent refused to receive the said letter and returned it. Thereafter, the petitioner issued a legal notice dated 12.12.2024 through his advocate. The respondent again refused to receive the said notice and returned the same. Such conduct of the respondent is illegal and unlawful.

The petitioner does not wish to continue the respondent as a tenant any longer, as the respondent has been in default of payment of rent. Since the respondent is attempting to unlawfully appropriate the petitioner's property, he is not entitled to claim any protection under the amended law and does not possess any legal right to remain in occupation of the suit shop. Hence, the respondent is legally bound to vacate and hand over vacant possession of the shop situated in the suit property belonging to the petitioner. Therefore, this petition is filed before this Hon'ble Court seeking an order directing the respondent to vacate and hand over possession of the shop in the suit property in accordance with law.

### **3. Counter Brief:-**

The petition filed by the petitioner is not maintainable either in law or on facts and is liable to be dismissed in limine. The petitioner is strictly put to proof of all the allegations made in the petition, except those specifically admitted herein.

In Paragraph III (1) of the petition, it is admitted that the petitioner and the respondent entered into a shop rental agreement on 01.03.2023, that the monthly rent is Rs.5,000/-, and that the petitioner received an advance amount of Rs.25,000/-. These facts alone are true. All other allegations contained in the petition are denied by this respondent. Though the rental agreement was executed in March 2023, the petitioner handed over possession of the said shop to the respondent only in April 2024. From May 2024 to January 2025, the respondent paid the rent through GPay from his South Indian Bank account. Only for the month of September 2024, the rent was paid through Federal Bank, Pattukkottai Branch. The respondent is running "DOLPHIN TOUR & TRAVELS" in the said shop. Every month, the respondent has been regularly paying the rent to the petitioner through GPay.

In Paragraph 2, the petitioner has alleged that on 09.09.2023 he issued a notice to the respondent to vacate the shop. The petitioner is put to strict proof of the same. When there was a valid rental agreement between the parties and the respondent was regularly paying the rent, there was no necessity for issuing such a notice. Further, the allegation that the respondent failed to pay rent for the months of March, April, October and November 2024 is absolutely false. The rent for the said months has already been paid by the respondent. From May 2024 to January 2025, the respondent paid the rent through GPay from his South Indian Bank account, and only for September 2024, through Federal Bank, Pattukkottai Branch. The online payment details are filed herewith. Suppressing these true facts, the petitioner has falsely alleged that rent was not paid after February 2024, which is wholly incorrect.

The respondent has no knowledge of the alleged notice dated 26.03.2024 or the advocate's notice dated 12.12.2024 said to have been sent by the petitioner. Since the respondent's father was unwell and the respondent had to frequently travel to Chennai for treatment, he was not aware of the same. Further, the petitioner had promised to provide infrastructure facilities in the said building. When the respondent requested the same, the petitioner permitted the respondent to carry out the works on his own and asked him to produce the receipts. Believing the petitioner's words and with his consent, the respondent spent a sum of Rs.3,50,000/- (Rupees Three Lakhs and Fifty Thousand only) towards construction of a second-level protective roof, installation of glass partitions with aluminum beading, fixing of CCTV cameras, and providing infrastructure facilities for air-conditioning. The petitioner had agreed that the said amount would be treated as advance in the renewed rental agreement. However, without renewing the agreement, the petitioner deliberately delayed the matter and has now filed this petition on false grounds. Though the petitioner has alleged arrears of rent, he has not sought any specific relief in respect of the same in Relief Clause (VI). This itself clearly shows that there were no arrears of rent till the date of filing of this petition.

The allegation that the respondent is attempting to usurp the petitioner's property without paying rent is denied as false. The respondent is carrying on his business in the said shop, and if he is suddenly forced to vacate, his business will be severely affected and he will be left without any income and will suffer grave hardship. Further, the respondent is ready and willing to deposit the rent amount into Court if the petitioner refuses to receive the same. Therefore, this Hon'ble Court may be pleased to dismiss this petition with costs.

**5. Point for consideration :**

According to the petitioner/landlord, the petition property originally belonged to his mother, namely Magitha Begam, who settled the same in favour of the petitioner by way of a Settlement Deed dated 08.06.2022, which has been marked as Ex.P1. Hence, there is no dispute with regard to the title of the petitioner over the petition property. The respondent has also admitted that he is a tenant under the petitioner and that he entered into a written rental agreement with the petitioner/landlord dated 01.03.2023. The said rental agreement has been marked as Ex.P2. Therefore, the relationship of landlord and tenant between the parties stands established.

On a perusal of Ex.P2, it is seen that the agreement was executed between the landlord and the tenant on a non-judicial stamp paper in the presence of witnesses. However, as per the provisions of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, certain conditions are stipulated with regard to execution of tenancy agreements. Under Section 4 of the said Act, every tenancy agreement entered into after the commencement of the Act shall be reduced into writing and registered with the Rent Authority by the landlord or the tenant. The Rent Authority is required to register the details of the landlord and tenant and the terms and conditions of the tenancy agreement and assign a registration number. The Rent Authority shall be an officer not below the rank of Deputy Collector.

The said Act came into force on 22.02.2019. In the present case, the tenancy agreement Ex.P2 was entered into on 01.03.2023, which is subsequent to the commencement of the said Act. Therefore, the tenancy agreement ought to have been registered before the Rent Authority in accordance with Section 4 of the Act. However, no such agreement has been registered before the Rent Authority by either the petitioner/landlord or the respondent/tenant.

Nevertheless, both the landlord and the tenant have admitted the existence of tenancy between them as evidenced by Ex.P2, and therefore the relationship of landlord and tenant is not in dispute between the parties.

The case of the petitioner/landlord is that the respondent approached the petitioner seeking to take on lease the shop situated on the ground floor of the commercial complex for running his business under the name “Dolphin Tour & Travels.” Accordingly, a written shop rental agreement dated 01.03.2023 was entered into between the parties fixing the monthly rent at Rs.5,000/- and an advance amount of Rs.25,000/- as in Ex.P2. The petitioner further contended that the respondent committed default in payment of rent and that the lease period also came to an end. Despite issuance of notices calling upon the respondent to vacate and hand over possession of the shop, the respondent failed to vacate the premises.

The respondent resisted the petition contending that though the rental agreement was executed earlier, possession of the shop was handed over only in April 2024 and that the respondent has been regularly paying the rent through online transfer. It is further contended that the allegations regarding non-payment of rent are false and that the respondent has spent a considerable amount for improving the infrastructure in the shop with the consent of the petitioner.

The petitioner stated that since the respondent/tenant failed to pay the rent periodically as per the rent agreement, she issued a legal notice to the tenant on 26.03.2024. But the respondent contended that there was no such notice received by him. The legal notice was marked as Ex.P3. On perusal, it is seen that there was already a notice issued to the respondent on 09.09.2023, but there was no response to the same and also there was default in payment of rent for the months of February and March, and the same was to be deducted from the advance amount of Rs.25,000/-. The address of the respondent was mentioned as Thambikottai Maravakadu Amarikulam Thenpathi, Door No.166. But the respondent denied the notice as he never received the same. There was no proof of notice issued on 26.03.2024.

Thereafter, the petitioner again sent a legal notice dated 12.12.2024 stating that the respondent had not received the notice dated 26.03.2024 and that there were arrears of rent for some months. The legal notice to the respondent was marked as Ex.P4 and the respondent refused the same notice in two separate covers which were marked as Ex.P5 and Ex.P6 dated 13.12.2024. Finally, the legal notice was again sent to the respondent on 12.12.2024, but the respondent refused to receive the same, which is evidenced herein.

The respondent also denied during his cross-examination that he was not in the house and shop and therefore he was not aware of the legal notice. This contention cannot be accepted since he refused the notice and therefore it is deemed to have been served. Hence, the respondent purposely avoided the legal notice.

However, the petitioner stated that the respondent, only after notice, deposited the rent in the account of the petitioner through GPay on 10.01.2025, but failed to pay the rent for March, April, October, November and December.

The respondent also marked Ex.R1 and Ex.R2 on his side which show the account statement of the respondent. The petitioner's contention is that the respondent only after notice remitted the rent through GPay.

On perusal of the pleadings and evidence, the rental agreement was dated 01.03.2023 as per Ex.P2. But there was no proof on the side of the respondent to show that he paid rent from the date of the agreement. As per the said agreement, 11 months was fixed and it ended on 01.02.2024. The respondent also admitted the rent agreement during cross-examination.

The evidence of RW1 is as follows:

....வாதி என்ன வழக்கு தாக்கல் செய்துள்ளார் என்ற விவரம் தெரியுமா என்றால் தெரியும். வாதிக்கு சொந்தமானதுதான் தாவா சொத்து என்றால் ஆமாம், வாதிக்கு சொந்தமான ரகீம் காம்ப்ளக்ஸில்தான் நான் டால்பின் Tours and Travels நடத்தி வருகிறேன் என்றால் ஆமாம். நானும் மனுதாரரும் வாடகை ஒப்பந்தம் எப்போது ஏற்படுத்திக்கொண்டோம் என்றால் 01.03.2023. என்னிடம் காட்டப்படுவதுதான் வாடகை ஒப்பந்தம் என்றால் ஆமாம். அதில் கடைசி பாராவில் "01.03.2023 முதல் 11 மாதங்களுக்கு மட்டுமே செல்லத்தக்கது" என்று இருவரும் ஒப்புக்கொண்டு கையெழுத்து போட்டுள்ளோம் என்றால் ஆமாம். 11 மாதங்கள் முடிந்தபிறகு திரும்பவும் புதிதாக வாடகை ஒப்பந்தம் எழுதிக்கொண்டோமா என்றால் இல்லை. வாடகை ஒப்பந்த நிபந்தனைகளில் நான் காலி செய்ய வேண்டும் என்றால் இரண்டு மாதங்களுக்கு முன்வு அறிவிப்பு அனுப்ப வேண்டும் என்றும் மனுதாரர் என்னை காலி செய்ய வேண்டும் என்றால் இரண்டு மாதங்களுக்கு முன்பு அறிவிப்பு அனுப்ப வேண்டும் என்ற நிபந்தனை உள்ளது என்றால் ஆமாம்....

....நான் எப்போது இரண்டு மாத வாடகையை Gpay செய்தேன் என்றால் கடிதம் அனுப்பியதாக சொன்ன தேதிக்கு முன்பே நான் Gpay செய்தேன் whatsapp ல் balance தொகையை இந்த மாதத்திற்குள்ளேயே Gpay செய்கிறேன் என்று voice message செய்தேன். நான் 07.06.2023 ல் மனுதாரருக்கு ரூ.5000/- Gpay செய்தேன் என்றால் ஆமாம். அதன்பிறகு 06.07.2023 ல் ரூ.5000/- Gpay செய்தேன் என்றால் ஆமாம் 09.02.2024 ல் ரூ.5000/- Gpay செய்துள்ளேன் அதன் இடையில் மார்ச், ஏப்ரல், மே Gpay செய்யவில்லை என்றால் ஆமாம் மார்ச், ஏப்ரல், மே-க்கு நான் வாடகை செலுத்தவில்லை என்றால் ஆமாம் ஆனால் இந்த 3 மாத வாடகையை சேர்த்து இரண்டு முறை ரூ.5000/- யை 03.06.2024 ல் Gpay செய்தேன். 08.07.2024 ல் அந்த மாதத்திற்குண்டான வாடகை தொகை ரூ.5000/- Gpay மூலம் செலுத்தியுள்ளேன். ஆகஸ்ட் 2024 க்கு செலுத்தவில்லை என்றால் ஆமாம் செப்டம்பருக்கு ஒரே தேதியான 11.09.2024 ல் 2 முறை ரூ.5000/- Gpay செய்துள்ளேன் என்றால் ஆமாம். அக்டோபர், நவம்பர், டிசம்பர் 2024 வருடத்தில் வாடகை செலுத்தவில்லை என்றால் ஆமாம். 10.01.2025 ல் 2 முறை ரூ.5000/- Gpay செய்துள்ளேன் என்றால் ஆமாம். அதன்பிறகு தற்போது வரை Gpay ஏதும் செய்யவில்லை என்றால் ஆமாம். அதன்பிறகு வழக்கு தாக்கல் செய்ததால் நான் வாடகை செலுத்தவில்லை....

Therefore, upon perusal of Ex.R1 and Ex.R2 and the evidence of the respondent/tenant, this Court finds that the respondent has not paid the rent regularly and has also stopped payment of rent after the filing of this petition, which clearly establishes his deliberate default in payment of rent. Moreover, there was no written tenancy agreement in accordance with Section 4 of the Act and also no fresh agreement as stipulated in the Act, 2017. Hence, due to non-compliance with the provisions of the Act and irregular payment of rent, there are sufficient grounds to evict the respondent from the petition premises.

The respondent further contended that the petitioner had promised to provide infrastructure facilities in the said building. When the respondent requested the same, the petitioner permitted him to carry out the works on his own and asked him to produce the receipts. Believing the petitioner's words and with his consent, the respondent allegedly spent a sum of Rs.3,50,000/- (Rupees Three Lakhs and Fifty Thousand only) towards construction of a second-level protective roof, installation of glass partitions with aluminium beading, fixing of CCTV cameras and providing infrastructure facilities for air-conditioning. It is further contended that the petitioner had agreed that the said amount would be treated as advance in the renewed rental agreement. However, without renewing the agreement, the petitioner deliberately delayed the matter and has now filed this petition on false grounds.

However, this contention of the respondent cannot be accepted. There is no such term in the rental agreement marked as Ex.P2 permitting the respondent to carry out such works or to adjust the amount towards advance. Further, the petitioner/landlord has not admitted the said contention, and the respondent has also not produced any reliable document to prove that such an arrangement was agreed upon between the parties. Therefore, the said contention of the respondent cannot be considered.

This Court, while following the Principles of Natural Justice, namely *Nemo Judex in Causa Sua* and *Audi Alteram Partem*, finds that the respondent was given sufficient opportunity and, on his own admission as a tenant and also admitting the rent agreement as in Ex.P2, it is clear that there was irregular payment of rent and also no written tenancy agreement in accordance with Section 4 of the Act.

The contention of the respondent regarding payment of rent and other aspects does not confer any legal right upon the respondent to continue in possession once the landlord seeks recovery of possession in accordance with law.

In the present case, though the petitioner has produced a rental agreement dated 01.03.2023 marked as Ex.P2, the same has not been registered before the Rent Authority as mandated under Section 4 of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017. Under Section 4 of the Act, every tenancy agreement entered into after the commencement of the Act shall be reduced into writing and registered with the Rent Authority. In the absence of such registration before the Rent Authority, the tenancy arrangement cannot be treated as a valid written tenancy agreement as contemplated under Section 4 of the Act. Therefore, it is evident that there is no written tenancy agreement in accordance with Section 4 of the Act between the parties.

Hence, this Court finds that the landlord-tenant relationship is clearly established, and the respondent cannot continue in occupation of the petition property against the wishes of the petitioner.

Accordingly, the petition is allowed. The respondent/tenant is hereby directed to vacate the petition premises within one month and hand over vacant possession to the petitioner, failing which the petitioner is at liberty to recover possession through due process of law.

Dictated to steno-typist, typed by her in the computer, corrected and pronounced by me in the open court, this the Wednesday the 11<sup>th</sup> day of March 2026

District Munsif/Rent controller  
Pattukkottai.

**Petitioner side witness and exhibits :**

P.W.1	Raikana Begam
P.W.2	Abu bakkar

**Petitioner side Documents**

S.No	Date	Particulars	Remarks
1. Ex. P1	08.06.202	Settlement Deed	Certified copy
2. Ex. P2	01.03.2023	Rental Agreement	Original
3. Ex. P3	26.03.2024	Letter sent to the Respondent	Copy
4. Ex. P4	12.12.2024	Advocate Notice	Copy
5. Ex. P5	14.12.2024	Returned postal cover of the notice set to the Respondent's office.	Original
6. Ex. P6	14.12.2024	Returned postal cover of the notice sent to the residential address of the Respondent.	Original

**Respondent side witness and exhibits :**

R.W.1	Balaji
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**Respondent side Documents**

S.No	Particulars	Remarks
R.W.1	Bank Statement	Xerox
R.W.2	Bank Statement	Xerox

District Munsif/Rent controller  
Pattukkottai.