



BEFORE THE RENT TRIBUNAL, TIRUNELVELI  
( I ADDITIONAL DISTRICT JUDGE),

PRESENT: Thiru. D. SELVAM, M.L.,  
Rent Tribunal,  
(I Additional District Judge),  
Tirunelveli.

Wednesday, the 1<sup>st</sup> day of July 2026

R.L.T.A. No. 5/2025  
(CNR.No. TNTL010045852025)

Mr. Ravi Shankar

... Appellant/Tenant

// Versus //

Mrs. Almass Beevi

... Respondent/ Landlord

This Appeal is preferred against the fair and decreetal order passed in RLTOP No.2/2022, dated 21.03.2025 on the file of Rent Court ( I Additional District Munsif Court), Tirunelveli

Between:-

Mrs. Almass Beevi  
And

... Petitioner/Landlord

Mr. Ravi Shankar

... Respondent/Tenant

This appeal was coming up for a final hearing before me on 17.06.2026 in the presence of Thiru. B. Thilak, Advocate for the Appellant and Thiru. R. Ramakrishnan, Advocate for the Respondent, and upon hearing the both side arguments and on perusal of the material records and having stood over for



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consideration before this Rent Tribunal till date, this Rent Tribunal delivers the following . . .

### ORDER

#### 1. Appeal Prayer: -

This Appeal is filed to set aside the fair and decreetal order passed in RLTOP No. 2/2022, dated 21.03.2025, on the file of the Rent Court (I Additional District Munsif Court), Tirunelveli.

#### 2. Prayer before the Rent Court: -

The petitioner has filed the petition under section 21(2)(g) of the TNRRRLT Act, 2017 for the eviction of the respondent from the schedule property on the ground of own use and occupation with costs.

#### 3. The brief averments of the petition as follows:-

The petitioner is the landlord. The respondent is the tenant. The petitioner is the owner of the schedule property. The respondent had taken the schedule property for rent on 10.09.1998 for the purpose of doing rice trading business. The monthly rent of schedule property was fixed at Rs. 450/- p.m. The respondent paid Rs. 25,000/- towards the advance. The rental agreement was renewed once in year till 2005, and thereafter, the respondent did not come forward to renew the rental agreement. The monthly rent was gradually increased, and the present rent is Rs. 550/- p.m. When the petitioner requested to enhance the rent, the respondent filed a suit in O.S. No.



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99/2006 for permanent injunction restraining the defendant from evicting him without due process of law, before the Principal District Munsif Court, Tirunelveli, which was allowed on 12.02.2007. The respondent filed another petition in RCOP No. 30/2006 for depositing the rent and allowed on 17.04.2009. The petitioner filed a petition in RCOP No. 26/2012 to evict the respondent on the grounds of different usage of the premises, bona fide requirement of own use by the petitioner's paternal uncle, and wilful default in payment of rent, which was dismissed on 08.12.2017. The petitioner filed an appeal before the Principal Sub Court, Tirunelveli, in RCA No. 10/2020 which also dismissed on 21.10.2021. The petitioner's husband was working as an electrician at Mitsubishi Electricals in Saudi Arabia. Petitioner's family was expecting the contract of the petitioner's husband to be extended for some more years. The husband of the petitioner had been relieved from his employment on 16.04.2021. The petitioner underwent training for needlework, dressmaking, and embroidery work and completed her training course. During the time, the petitioner was staying in Saudi Arabia along with her husband, used the to learn the dress stitching and embroidery work. The petitioner returned to India in 2018. Thereafter, the petitioner is stitching the women's blouses, dress stitching, and embroidery work at her home in the name of Almas Tailoring for ladies. During August 2021, after coming back to India, the petitioner's husband was unemployed. So, he started to work with the petitioner in her cutting and stitching work. The petitioner's family depends on the stitching business, and now the petitioner has decided to start the



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stitching business in the scheduled property. The upstairs portion is not suitable for starting the ladies' tailor shop. The schedule building is required for the own use and occupation of the petitioner. Hence, the petitioner filed this petition for the eviction on the ground of own use and personal occupation of the petitioner and on the ground that the petitioner and respondent have failed to enter into a rental agreement and the respondent have failed to agree to the rent payable. Hence, this petition is filed.

4. The brief averments stated in the counter is as follows:-

The petition is not maintainable either in law or on the facts. The respondent has denied the allegations contained in the petition, except for the admitted facts. The respondent had taken the scheduled property for the purpose of doing rice trading and rice merchant business as rent. The monthly rent is Rs. 450/- and will gradually increase to Rs. 550/-. But, the petitioner suddenly increased the rent by Rs. 1000/- in December 2005. So the respondent refused to pay the increased rent and filed the suit in OS No. 99/2006 to not evict the respondent without due process of law, and allowed. The petitioner refused to receive the old rent, and the respondent filed the RCOP No. 30/2006 for depositing the rent into the court and allowed on 17.04.2009. The petitioner's husband has been living at foreign from April 2022, and her father died. The petitioner's husband purchased a new house in Kodeeswaran Nagar, Pettai, for several crores. No major shops could be started in the scheduled property. The petitioner filed the petition in RCOP No. 26/2012 for evicting the respondent on the ground that the schedule property is required by the petitioner for opening a fancy



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store after demolishing the old building. But now the petitioner filed the petition to evict the respondent on the ground that the petitioner will run the Tailoring shop in the scheduled property. The respondent has not possessed any assets other than the rice shop. The petition is not maintainable and may be dismissed with costs.

5. During the enquiry, the petitioner, Mrs. Almas Beevi, was examined as PW-1, and Ex.P-1 and Ex.P-13 were marked. Mr. Raji was examined as PW-2, and Mr. Mohamed Ali was examined as PW-3. The Respondent, Mr. Ravisankar, was examined as RW-1, and Ex. R-1 and Ex. R-2 was marked.

6. After closing the oral and documentary evidence of both sides, the Rent Court heard both sides, allowed the petition, directed the respondent to vacate the scheduled property, and handed over the possession to the petitioner within 2 months from the date of the order.

7. Aggrieved with the order of the Rent Court, the respondent has preferred the Appeal with the following grounds:-

(i) The fair order and decretal order passed by the Rent Court are against the law, weight, or evidence and probabilities of the case.

(ii) The trial court failed to note that the dispute between the landlord and tenant has been ongoing since 2005, and the eviction petition and appeal previously filed by the respondent were dismissed by the Rent Tribunal.



(iii) The trial court failed to note that the respondent had not sent any notice to the appellant to renew the agreement dated November 2005, and wrongly concluded that there was no written agreement between the appellant and the respondent.

(iv) The trial court failed to appreciate the crux of the case, and since there was no written agreement between the appellant and the respondent, the respondent had the right to file the petition under section 21(2)(a) of the TNRRRLT Act.

(v) The trial court failed to note that the appellant is always ready to pay the increased rent and is willing to enter a new rent agreement.

(vi) The trial court failed to note that the appellant has been running the shop since 1998 and is only the source of livelihood.

(vii) The trial court failed to note that the respondent was not ready to enter the rent agreement with the appellant.

(viii) The trial court ought to have believed the oral and documentary evidence on the side of the appellant.

(ix) Hence, the Appellant has filed the appeal to set aside the order in RLTOP No. 2/2022, dated. 21.03.2025 on the file of Rent Court (I Additional District Munsif Court), Tirunelveli.

8. The point for consideration in the appeal is

1. Whether the petition filed under the TNRRRLT Act is maintainable?
2. Whether the order dated 21.03.2025 passed in RLTOP No. 2/2022 is liable to be set aside?



3. Whether the IA No. 2/2026 liable to be allowed?

4. To what other reliefs are the parties entitled?

9. For the sake and convenience of the appeal, this Rent Tribunal took the rank of the parties as referred in the Rent Court.

10. Answer to the Point No.3:

10.1. Heard both sides. The Rent Tribunal has carefully perused the available material records.

10.2. As per the affidavit and details of the additional documents, which are deposits of rent in the court account, which were withdrawn by the respondent. Further, the additional documents were certified copies from the rent court. The respondent has not opposed the nature of the documents. At this stage, this court would like to allow this petition and the documents taken for consideration, but no necessity to mark it in the appeal. Accordingly, point no 3 is decided.

11. Answer to the Point No.1:

11.1. Heard both sides. The Rent Tribunal has carefully perused the available material records.

11.2. As per the oral evidence of the PW-1 and RW-1 and the Ex. P-1 to P-13, this court considered the facts, that the petitioner/landlord has filed the petition for eviction on the ground of own use and occupation. But the ground under section 21(2)(g) of the TNRRRLT Act has omitted through the TN Act 19/2022 w.e.f. on



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10.06.2022. So, the ground of eviction under section 21(2)(g) of the TNRRRLT Act is not maintainable. So, this court need not go into the oral evidence of the Petitioner side and the Ex. P-1 to P-13.

11.3. Further, the petitioner has not issued any legal notice for determination of the tenancy or called the respondent to enter the new lease agreement as per the TNRRRLT Act. So, the petitioner and the respondent have not come forward to exercise the benefit under section 4 of the TNRRRLT Act. But the petitioner is seeking the eviction on the ground under section 21(2)(a) of the TNRRRLT Act.

11.4. At this stage, this court has taken the following points for consideration as

|                                                                                     |                                                                                           |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| Rent agreement date                                                                 | 10.09.1998                                                                                |
| Period                                                                              | 11 months, yearly renewable                                                               |
| Rent renewed                                                                        | Upto 2005                                                                                 |
| monthly rent                                                                        | Rs. 450/-                                                                                 |
| Advance amount                                                                      | Rs. 25,000/-                                                                              |
| increased rent                                                                      | Rs. 550/-                                                                                 |
| Respondent filed the suit restraining him from evicting without due process of law. | OS No.99/2006 before the PDMC, Tirunelveli, Decreed on 12.02.2007                         |
| Respondent filed the RCOP for the deposit of the rent                               | RCOP No. 30/2006 allowed on 17.04.2009                                                    |
| Petitioner filed the RCOP for eviction                                              | RCOP No.26/2012<br>Dismissed on 08.12.2017<br>RCA No. 10/2020<br>Dismissed on 21.10.2021. |



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11.5. As per the admitted facts, the rental agreements were determined by the parties in dispute over the rent increase. Then, the respondent filed the suit in O.S. No. 99/2006 restraining him from evicting without due process of law, which was decreed on 12.02.2007.

11.6. Further, the respondent filed the RCOP No. 30/2006 for depositing the rent in court, which was allowed on 17.04.2009, and the same, the respondent deposited the rent, which was proved by the additional documents filed in I.A. No. 2/2026. The above facts are not disputed by either party.

11.7. At this stage, this court, considering the position of the respondent who is not a tenant, but he is a holding over tenant as per section 116 of the Transfer of Property Act, as

Section 116 of Transfer of property act

*Effect of holding over.— If a lessee or under-lessee of property remains in possession thereof after the determination of the lease granted to the lessee, and the lessor or his legal representative accepts rent from the lessee or under-lessee, or otherwise assents to his continuing in possession, the lease is, in the absence of an agreement to the contrary, renewed from year to year, or from month to month, according to the purpose for which the property is leased, as specified in section 106.*

11.8. In this regard, the position of the parties is dealt with under the TNRRRLT Act, Section 21(2) (a) of the TNRRRLT Act as

*The Rent Court may, on an application made to it in the manner as may be prescribed, make an order for the recovery of possession of the premises on one or more of the following grounds, namely:-*

*(a) that the landlord and tenant have failed to agree to the rent payable under section 8;*



11.9. The counsel for the appellant relied the citation is as

***“M/s. Top Kapi, Rep. By its Partners Mr. S. Jayachandran & Mr. S. Murali, Chennai (Vs.) S. Sarath Babu, Civil Revision petition No. 445/2023, Dated: 06.04.2023”***

*Therefore, this Court is of the view that there is adequate force in the submissions of the learned counsel for the petitioner/tenant that the Original Petition filed by the landlord before the Rent Controller is not maintainable. In other words, as on the date when the Original Petition in RLTOP No. 91 of 2019 was filed by the landlord in this case, complaining non-compliance of Section 4 of the Act by the tenant, time was very much available to the tenant to enter into an agreement with the landlord. While so, Section 21 of the Act cannot be pressed into service in the present case to evict the tenant from the tenanted premises and consequently, the Original Petition is not maintainable.*

***“Lalith Kumar (Vs.) Pramila Jain, 2022 (2) MWN (Civil) 516”***

*20. The answer to the question is clearly indicated in section 4 (2) of the TNRRRLT Act, 2017. Section 4 (2) of the TNRRRLT Act, 2017, requires the landlord and tenant to enter into an agreement in writing i.e., tenancy agreement with regard to that tenancy. "That tenancy" means the tenancy created before the commencement of the Act. Therefore, the respondent cannot unilaterally fix the monthly rent Rs.70,000/- to the petitioner as the tenancy agreement should only refer the terms that were existing prior to the commencement of this Act. In the case before hand, the rent was paid at Rs.6,280/-per month before the commencement of TNRRRLT Act, and therefore, the unilateral demand made by the respondent to execute a tenancy agreement on a monthly rent of Rs.70,000/- per month is contrary to the legal requirement under Section 4(2) of the TNRRRLT Act, 2017. However, both the Courts below on misreading of the provisions, had found that the landlord is entitled to fix the rent unilaterally and the tenant has no option except to enter into a tenancy agreement, even it is unreasonable claim. That is not proper and not on the basis of correct reading of the legal provisions and the scope of the act. The new Law aims to regulate the rent as per the terms and conditions of the agreement to be entered into between the owner of the premises and the tenant. It also aims to balance the rights and responsibilities of the landlord and the tenant and provide regulation of the rent as per the agreement.*

*21. The next aspect is that the tenancy agreement stipulated under Section 4 (2) of the TNRRRLT Act, 2017 can be executed within a period of 575 days from the date of commencement of the Act. This Act came into force and commenced from 22.02.2019. In that case, the petitioner still has time to enter into the tenancy agreement with the respondent. But the petition was filed within a period of 575 days on 01.07.2019 and it is a premature petition. Both the Courts below have misconstrued this 575 days and the learned Rent Controller found that this period relates only to the period for entering a tenancy <https://www.mhc.tn.gov.in/judis> C.R.P.(N.P.D).No.1997 of 2021 agreement and not for approaching the Rent Court for termination, once there is a failure to enter into the agreement.*

*22. In the case on hand, the petitioner has not refused to enter into the tenancy agreement with the respondent. He is prepared to enter into the tenancy agreement with the respondent as per the existing terms. That is what is required under Section 4*



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(2) of the TNRRRLT Act, 2017. Without entering into the meaningful discussion with the petitioner, the respondent rushed to the Court, when there is no express refusal on the part of the petitioner to enter into a tenancy agreement, of course with the existing terms. In fact, it is the respondent, who shut the door once for all by categorically saying in her letter in Exhibit P8 that she does not want any communication or exchange of letters from the petitioner regarding the rental agreement.

23. No doubt that, there is a lacuna in TNRRRLT Act to meet the situation, where there is no agreement between the landlord and tenant with regard to the quantum of rent, advance amount and other aspects in an existing tenancy and where there is no written agreement. However, it cannot be used as a tool for evicting a tenant by making fanciful and unreasonable claim of rent or by denying the agreed rent.

27. In the case before hand, both the Courts below have wrongly interpreted Section 4(2) Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 and came to the conclusion that even in case of existing tenancy, the landlord can unilaterally fix a fancy rent and the tenant has no choice except to accept the terms of the landlord. This is against the fundamental principle of law especially Section 4(2) of TNRRRLT Act. The respondent/landlord clearly admitted in the application, exchange of notices and during evidence that the monthly rent was only Rs.6,280/- Therefore, the landlord cannot enhance the rent ten times higher, taking advantage of the introduction of TNRRRLT Act, with the only motive to steamroll and evict the tenant.

**“Ramesh Salunkhe (Vs.) Pramila Jain, C.R.P. (NP.D) No. 1996/2021 and CMP No.15184/2021, MANU/TN/1059/2022”**

14. Next situation is that there is an existing tenancy. There is no written agreement between the landlord and tenant. Possibly, the tenancy agreement was an oral agreement. The landlord and tenant might have orally agreed on certain amount of advance, certain amount of rent, certain modes of payment of rent etc., Section 4(2) of the TNRRRLT Act, 2017 requires that the existing oral tenancy agreement has to be reduced into writing and a tenancy agreement has to be executed between the landlord and tenant with regard to the terms of the existing tenancy. The period fixed for executing this tenancy agreement is 575 days from the commencement of this Act. The proviso to this Section gives an option to landlord or tenant to apply for termination of tenancy if the landlord or tenant fails to enter into an agreement.

Both courts wrongly interpreted section 4(2) of TNRRRLT Act – wrongly concluded that even in case of existing tenancy, landlord can unilaterally fix fancy rent – Further erred in concluding that tenant has no choice except to accept terms of landlord – This is against fundamental principle of law especially section 4(2) of TNRRRLT Act – Respondent/landlord clearly admitted in application, exchange of notices and during evidence that monthly rent was only Rs.1500/- - Landlord cannot enhance rent ten times higher, taking advantage of introduction of TNRRRLT Act – This was done only with motive to steamroll and evict tenant – Impugned judgment and order set aside – Petition allowed.

11.10. The counsel for the respondent relied the citation is as



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**“Mohana (Vs.) Rameesa Beevi and others, 2022 (5) CTC 300”**

*Tamil Nadu Regulations of Rights and Responsibilities of landlords and tenants Act, 2017 (T.N. Act 42 of 2017) sections 47 & 21(2) – Tamil Nadu Buildings (Lease and Rent control) Act, 1960 (TN Act 18 of 1960) – Interpretation of statutes – Purposive interpretation – Eviction proceedings under 1960 Act – Dismissed for default after commencement of 2017 Act – fresh suit under 2017 Act – Whether maintainable – Held, proviso to section 47(2) of 2017 Act contemplates continuation of pending proceedings upon commencement of New Act – Legislative intent was to ensure that landlord cannot resort to both old and new act simultaneously in respect of pending proceedings – suit filed under New Act based on different grounds arising out of entirely different cause of action under section 21(2)(a) of New Act – No parallel provision in old act – Present suit maintainable – No interference warranted in order of Rent court – Though enquiry into dispute summary in nature under New Act, Rent Court directed to give optimum opportunity within framework of New Act for Revision petitioner/tenant to participate effectively in enquiry – Civil Revision petition dismissed.*

**“South India Metal Industries rep. By its Partners Mr. Ashok Kumar Mehta Kapil A. Mehta Siddharth A. Mehta and another (Vs.) Brijesh Kumar Yadav and 2 others, CRP PD. Nos 1012 and 1022/2023 dated: 11.09.2023”**

*14. From a reading of the above provision, it is clear that if the parties to an existing lease have not entered into an agreement as required under Section 2 of Sub-section 4, that by itself will constitute a ground for eviction. Clause(a) of Sub-section 2 of Section 21 does not make a difference as to who was responsible for non-execution of the lease document. The fact that the landlord is unwilling to execute a lease document does not make a difference. If a lease document is not entered within 575 days from the date of coming into force of the new Act, even if the landlord is responsible for such non-execution, the non-execution simplicitor gives a right to the landlord to seek eviction. Therefore, the claim of the tenant that he was willing to execute the lease deed, the landlords were not coming forward to execute the same, even assuming it to be true, does not make any difference.*

**“Prakash Gold Palace P. Ltd., Chennai (Vs.) P.P. Jai Ganesh and others, CRP.No. 3524/2022 and CMP No.18741/2022 Dated: 07.11.2022”**

*2. The respondents/landlords herein filed an eviction petition against the petitioner on the grounds of owner's occupation and subletting in RLTOP.No.265 of 2020. Subsequent to filing of the eviction petition, the respondents have come up by way of the present petition to amend the original petition to include a new ground for eviction namely failure of the parties to enter into the agreement under the TNRRRLT Act. The said application was opposed by the revision petitioner and notwithstanding the same it was allowed by the Court below. Aggrieved by the said order, the petitioner is before this Court.*

*4. As far as the first contention is concerned, as per the amended provisions of the Tamil Nadu Regulation of Rights and Responsibility of Landlords and Tenants Act, failure to enter into an agreement itself is a ground for eviction under Section 4(2) r/w 21(2) (a) of the said Act. Therefore, it is not open to the revision petitioner to say that, in the absence of any written agreement between the landlords and the tenants, the*



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landlords are not entitled to invoke the provisions of the Act. As far as the second contention of the learned counsel for the petitioner is concerned, Section 36 of TNRRRLT Act, only declares that the Rent Court shall not be bound by the procedure laid down by under the Code of Civil Procedure. Merely because, it is stated that the Rent Court is not bound by the procedure mentioned in the Code of Civil Procedure, it does not mean that the Rent Court or the Tribunal are not entitled to adopt the procedure contemplated under the Code of Civil Procedure. By pointing out to Section 37 of TNRRRLT Act, the learned counsel for the petitioner submitted that the power to amend the pleadings is not specifically conferred on the Rent Court, therefore, the respondents are not entitled to seek for amendment.

5. It is not in dispute, it is always open to the respondents/landlords to file main OP on the ground mentioned under Section 21(2) (a) of TNRRRLT Act. When separate application is maintainable, there is nothing wrong in amending the eviction petition, by including the said ground also in the very same petition, in order to prevent multiplicity of proceedings.

**“S. Ramalingam (Vs.) D. Vasanthi, CRP No.881/2024 and CMP No. 4360/2024, dated 06.03.2024, Hon’ble Madras High Court”**

After the lapse of three years, the respondent herein filed a petition in M.P.No.1 of 2023 to amend the provision and prayer in the application as under Section 21(2)(a) of the Act, which was allowed by the Rent Court on 05.01.2024. Aggrieved over the same, the present Civil Revision Petition has been filed.

6. The respondent/landlady had filed RLTOP No.10 of 2020 against the petitioner/tenant for eviction on the ground of her own use and occupation under Section 21(2)(g)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017. Thereafter, belatedly, she filed a petition in M.P.No.1 of 2023 under Section 35(1)(J) of the Act to per her to amend the provision and prayer in the application as under Section 21(2)(a) of the Act, which was allowed by the Rent Court by passing the impugned order dated 05.01.2024. Aggrieved over the same, the present revision has been filed.

“ 10. The applicant therefore humbly prays that this Hon'ble Court may be pleased to direct the eviction of the respondent from the petition premises on the grounds of applicant's own use and occupation and the respondent did not come forward to enter and register rental agreement before rental authority under Section 21(2)(g)(a) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 and pass such further or other orders this Hon'ble Court deems fit and proper and thus render justice”

From the above, it is noticed that the respondent did not come forward to enter and register the rental agreement before the rental authority.

8. In view of the amendment of the provision, no prejudice will be caused to the petitioner/tenant. The petitioner/tenant himself admitted in his counter that the tenacy was before the commencement of the New Act.

**“S.R.Ravichandran and another (Vs.) Vaduganathan Talkies Partnership Firm, rep. By its Partner L. Subbaiah, CRP No. 2188/2025 and CMP No.12763/2025 dated: 13.06.2025”**

6.It is relevant to note that the tenant must have shown some evidence to the extent that he was ready to enter into an agreement with a reasonable rent as per the market



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value and that it was the landlord, who refused to enter into an agreement, in the absence of which, it cannot be said that the order of eviction is bad in the eye of law.

7. In other words, the above makes it clear that, non-entering into an agreement in writing even on the mistake on either side will give rise to a cause of action for the landlord to seek eviction under Section 21(2)(a) of the new Act. This Court, in the case of *S. Muruganandam v. J. Joseph* reported in 2022 (2) CTC 291 (Mad), has held as follows :

“9. It gives the right to the landlord to sue for repossession de hors the fact that the landlord may be at fault and he may be the reason for non-renewal or failure to enter into an agreement in writing. It is not open to a tenant to contend that despite his request, the landlord did not execute an agreement in writing and therefore, the landlord cannot invoke Section 21(2)(a) seeking repossession. This anomaly or the deficiency throws up several new challenges, before the Rent Courts. Various situations emerge under which the Rent Court has to consider the effect of absence of an agreement in writing.

“7. As far as the contention that the tenant is always ready and willing to execute the agreement, no documents were exhibited by the tenants. Be that as it may, the very New Act came into force on 22.02.2019. The main object of the Act is to regulate the rent as per the terms and conditions of the agreement between the landlord and the tenant. It also aims at balancing the rights and responsibilities of landlords and tenants and provide regulations of the rent as per the agreement. The very object of the Act is to regulate the rent between the landlord and the tenant as per the terms agreed between the parties. Only to achieve such terms to be entered between the parties, Section 4 makes it clear that even in respect of the existing tenancy when there is no agreement entered between the parties, the parties were required to enter an agreement in writing within a period of 575 days from the date of commencement of Act, i.e., 22.02.2019. Proviso to sub-section (2) to Section 4 of the New Act makes it clear that irrespective of the failure on the part of the tenant or the landlord in entering an agreement, the same will give right to either the landlord or the tenant to apply for termination of the tenancy under clause (a) of sub-section (2) of Section 21 of the new Act. In other words, the above proviso makes it clear that non entering of agreement in writing, even on the mistake of both sides, will give rise to cause of action to the landlord for eviction under Section 21 of the New Act.

“16. Under Section 4(1) of the Tamil Nadu Act 42 of 2017, the concept of oral tenancy has been abolished. The new Act demands that any person taking possession of the property as a tenant or any person giving the property under tenancy as a landlord, should do so only by way of an agreement in writing. In case, tenancy agreement in writing is not entered into between the parties, then Section 4(2) proviso makes it clear that the landlord or the tenant can apply for termination of tenancy under Clause (a) of sub-section 2 of Section 21 of the Tamil Nadu Act 42 of 2017. The effect of Section 21(2)(a) is also clear. Under the said provision, if an application is made to the learned Rent Controller and the learned Rent Controller finds that the landlord and tenant have failed to enter into an agreement, then, he shall pass an order of recovery. Reading Section 4(2) proviso along with Section 21(2)(a), I am able to see that a right is given to the landlord/tenant to seek for termination of tenancy if no agreement has been entered into. If that is the situation which prevails, then, the learned Rent



*Controller merely passes an order recognising the existence of such situation and orders recovery of possession.”*

*13. Admittedly, the tenant has not established anything before the Rent Court as well as Appellate Court to substantiate that he had taken steps and was ready to execute the agreement. Therefore, this Court is not inclined to interfere with the concurrent findings of the Courts below, ordering eviction under Section 21(2)(a) of the Act.*

***“S.Muruganandam (Vs.) J.Joseph, 2022 (2) MWN (Civil) 311”***

*8. Let us now examine the effect of the provisions of the New Act, in the light of the above principles of statutory interpretation. The definition of tenant under [Section 2\(n\)](#) includes a person who continuous in possession after termination of the tenancy, whether before or after the commencement of the Act. Sub Section (3) of [Section 5](#) restricts renewal of tenancy which has expired to a maximum period of six months. [Section 21\(2\) \(a\)](#) makes failure on the part of the tenant or the landlord to enter into a written agreement of tenancy a ground for repossession by the landlord. [Section 21\(2\) \(a\)](#) does not specify as to the reason for failure to enter into an agreement in writing.*

*9. It gives the right to the landlord to sue for repossession de hors the fact that the landlord may be at fault and he may be the reason for non-renewal or failure to enter into an agreement in writing. It is not open to a tenant to contend that despite his request, the landlord did not execute an agreement in writing and therefore, the landlord cannot invoke [Section 21\(2\)\(a\)](#) seeking repossession. This anomaly or the deficiency throws up several new challenges, before the Rent Courts. Various situations emerge under which the Rent Court has to consider the effect of absence of an agreement in writing.*

*Section 106. Duration of certain leases in absence of written contract or local usage — (1) In the absence of a contract or local law or usage to the contrary, a lease of immovable property for agricultural or manufacturing purposes shall be deemed to be a lease from year to year, terminable, on the part of either lessor or lessee, by six months' notice; and a lease of immovable property for any other purpose shall be deemed to be a lease from month to month, terminable, on the part of either lessor or lessee, by fifteen days' notice.*

*(2) Notwithstanding anything contained in any other law for the time being in force, the period mentioned in sub-section (1) shall commence from the date of receipt of notice.*

*(3) A notice under sub-section (1) shall not be deemed to be invalid merely because the period mentioned therein falls short of the period specified under that sub-section, where a suit or proceeding is filed after the expiry of the period mentioned in that sub-section.*

*(4) Every notice under sub-section (1) must be in writing, signed by or on behalf of the person giving it, and either be sent by post to the party who is intended to be bound by it or be tendered or delivered personally to such party, or to one of his family or*



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*servants at his residence, or (if such tender or delivery is not practicable) affixed to a conspicuous part of the property.*

11.11. This tribunal considering both side citations. In respect of eviction proceedings, this court considers the settled principles of eviction guided under TNRRRLT Act, by our Hon'ble Madras High court and Maduri Bench of Madras High Court as

***“S.Muruganandam (Vs.) J.Joseph, 2022 (2) MWN (Civil) 311”***

*13. From the instances that had arisen in these six revisions, the different types of cases that may arise before the Rent Court can be broadly classified as follows:*

- i. Written tenancy created prior to and expired prior to the commencement of the Act (Tenant holding over under an oral tenancy);*
- ii. Oral tenancies created prior to the new Act and no written agreement entered into;*
- iii. Written tenancies created prior to the new Act and the period expired after the commencement of the Act;*
- iv. Written tenancies entered after the commencement of the new Act not registered but subsisting;*
- v. Written tenancies created after the commencement of the new Act and had presently expired (either registered or unregistered)*
- vi. Oral tenancies created after the new Act.*

*14. The above are not exhaustive but are various situations that may confront to the Rent Courts, in view of the provisions of the New Act. It will also be useful to refer to the proviso to Section 34 of the New Act, which mandates the Rent Court to give regard to the provisions of the Transfer of Property Act, 1882, the Indian Contract Act 1872, or any other substantive Law applicable to such matter in the same manner in which such law would have been applied had the dispute been brought before a Civil Court by way of a suit.*

*15. The bar enacted by Section 40 on the jurisdiction of the Civil Courts is restricted to a suit or proceeding so far as it relates to the provisions of the New Act and the Rent Court is also precluded from going into the question of title and ownership of the premises. This is a specific deviation from the predecessor enactment which empowered the Rent Controller to go into the question of title to the limited extent of finding out, as to whether, the denial of title by the tenant is bona fide or not. In view of the orders of rejection passed by the Rent Court on the ground that there is no registered written agreement of tenancy in all the CRP NPD Nos.3056, 3061, 3062, 3063, 3067 and 3094 of 2021 six cases, it becomes incumbent to decide, as to whether, such rejection is justified or not.*

*16. I have enumerated the six possible contingencies that would arise in respect of either execution of a written agreement or registration thereof under the provisions of the New Act. As far as the first three contingencies are concerned, it can straight away be concluded without much difficulty that all of them will be covered by Section 4(2)*



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and its proviso. Thus the landlord would have the right to invoke Section 21(2)(a) to seek eviction of such tenants.

**“Andal (Vs.) Lawrence Swami Doss and another, 11.03.2024, CRP.No.2760 of 2022 and CMP.No.14538 of 2022”**

15.The learned counsel for the petitioner strongly relied upon the judgment of this Court in S.Muruganandam and Ors. Vs. J.Joseph and Ors reported in CDJ 2022 MHC 674.

16.A valid rental agreement, as per the Act should be as required under this Act and as stated under Section 2(a) of the Act. This is not brought to the knowledge of the learned Judge while passing the order in the case of S.Muruganandam and Ors. Vs. J.Joseph and Ors reported in CDJ 2022 MHC 674. Therefore, it is not helpful to support the argument of the learned counsel for the petitioner.

17.A reading of Section 2(a) clearly says that any agreement or tenancy agreement should be executed as required under this Act. In fact, the petitioner has admitted that the rental agreement is dated 01.08.2020, which is subsequent to the enforcement of Act 42 of 2017, but it cannot be construed as a tenancy agreement as defined as required under this Act. This Act requires that an agreement or tenancy agreement shall be registered with the rent authority appointed under Section 30 of Act by the landlord or tenant, by making an application in the form specified in the first schedule, within such time as may be prescribed.

18.Interestingly, Section 21 (2)(a) gives a ground for eviction only in case of failure to enter into a tenancy agreement as contemplated under Section 4 (2). Section 4(2) deals with cases only where the tenancies were created before the commencement of the Act.

19.The object of this Act has to be considered at this stage. The object is for achieving the regulation of rent as per terms and conditions of agreement between the landlords and tenants, to balance the rights and responsibilities of landlords and tenants and also to provide a fast adjudication process for resolution of disputes. There is no obstacle in the way of judges and it is open to them to find a way out to achieve the objects of the Act. Therefore, though Section 4(2) deals with cases only where the tenancy were created before the commencement of the Act, if any tenancies were agreement executed after the commencement Act, it <https://www.mhc.tn.gov.in/judis> must be in accordance with the Act and if it is not, it cannot be construed as an agreement as required under this Act. Therefore, it has to be treated as no agreement at all.

20.In this case, the disputed lease agreement is not in accordance with the Act.

21.In view of the above, The RLTOP filed under Section 21 (2) (a) is very well maintainable before the Rent Court and I find no valid grounds to strike off RLTOP No.5 of 2022 on the file of the Rent Court – cum – District Munsif at Poonamallee. The civil revision petition fails.

**“Hemalatha vs Jeevanantham and others, 1.6.2026, C.R.P.(MD).Nos.2451 and 2439 of 2025 and C.M.P(MD) Nos.14714 and 14618 of 2025”**

64. We sum up and conclude as below:-

In the Reference, the question required to be addressed is whether the registration of the tenancy agreement is gate pass to the doors of justice under Tamil Nadu Regulation of Rights and Responsibilities of Landlord and Tenant Act, 2017?



65. If yes, then, arises the supplementary question where the remedy for an aggrieved party lie. The single and straight answer would be, “common law remedy before the jurisdictional Civil Court”.

66. Accordingly, irrespective of whether the tenancy is for a period exceeding one year or otherwise, registration before the authority constituted under the Act is mandatory(emphasis added). There is no independent requirement to register such agreements under the general law by payment of stamp duty and registration before the registering authority under the registration Act, insofar as the enforceability of rights under this special Act is concerned.

67. In view of the above discussion, this Court holds that:

67.1. Section 21(2)(a), insofar as it relates to failure to comply with Section 4(2), applies only to tenancies created prior to the commencement of the Act;

67.2. On expiry of the transitional period of 575 days granted vide amendment dated 15.02.2020, to Section 4(2) of the TNRRRLT Act, 2017, the requirement of a written and registered tenancy agreement is mandatory even in the case of the tenancy created before the commencement of the TNRRRLT Act, 2017, i.e., 26.07.2019.

67.3. Therefore, in the absence of a registered tenancy agreement, no application is maintainable either before rent authority, rent Court or rent Tribunal for the relief specified before the respective authorities.

67.4. Either eviction under Section 21 or any other proceedings before the rent authority, rent Court and rent Tribunal is not maintainable unless the application is accompanied by duly executed and registered tenancy agreement as required under the Act.

67.5. Any interpretation extending Section 21(2) to post-Act tenancies without compliance with Section 4 would be contrary to legislative intent;

67.6. All precedents taking a contrary view, by invoking equitable principle to confer jurisdiction, are liable to be declared per incuriam and stand overruled. The learned Single Bench is to take appropriate decision in respect of the above eviction petition on merits.

68. Accordingly, the reference is answered with following directions:

(i) A registered tenancy agreement is mandatory for conferring jurisdiction upon the Rent Authority, Rent Court and Rent Tribunal under the Act.

(ii) In view of the well recognised principle “Actus Curiae Neminem Gravabit”. Insofar as cases already decided, the question of non-registration shall not be reopened and in respect of cases pending before the Rent Authority, Appellate Authority, or in revision, such matters shall be decided on merits and shall not be dismissed solely on the ground of non-registration of the tenancy agreement.

(iii) In view of the foregoing discussion, the direction issued by this Court in *V. Manimeghalai v. Selvaraj Kannan*, directing all Rent Controllers to number petitions even if a registered tenancy agreement is not enclosed, is hereby set aside. Henceforth, the Rent Authority, Rent Court, or Rent Tribunal whether for eviction under Section 21 or otherwise shall not entertain any application under the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 in the absence of a duly registered tenancy agreement.

(iv) Landlords and tenants, in respect of subsisting tenancies who have not yet reduced a registered written agreement as mandated under Section 4 of the Act, shall complete the process of execution and registration of such agreements in order to avail the jurisdiction under the Act 2017.



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*(v) Hereinafter, in the event of failure to register the rental agreement before the rent authority under the Act, the landlord or tenant shall not be entitled to invoke the jurisdiction of the Rent Authority, rent Court, Rent Tribunal to seek the relief prescribed under the Act.*

*(vi) The Registry is directed to place this order before the Hon'ble Chief Justice and after his Lordship's approval be circulated to the Judicial Officers in the State for compliance of the above directions.*

*In the result,*

*69. The reference is answered as below:-*

*Registered tenancy agreement is a gate pass to invoke the provisions of Tamil Nadu Regulation of Rights and Responsibilities of Landlord and Tenancy Act, 2017. Failure to register the tenancy agreement will not entitle the parties to invoke the provisions of TNRRRLT Act, 2017. It does not mean the doors of justice are shut entirely to the parties aggrieved, the common law remedy is always open to them by resorting the Civil Court of the concerned jurisdiction.*

*Consequent upon the reference being answered in the above terms, the Registry is directed to place the above cases before the concerned Court for decision on their merits.*

11.12. As the above citations discussed the dispute between the landlord and the tenant without a registered agreement under the TNRRRLT Act, and hold the landlord cannot file the petition before the rent court without registered lease agreement, and the landlord can file the suit for eviction. So, this rent tribunal has decided that the petition without registered lease agreement is not maintainable under the provisions of TNRRRLT Act. Accordingly, point no. 1 is decided.

## 12. Answer to Point no. 2: -

12.1. The trial court has found the tenant holding over, and no registered lease agreement between the parties under the TNRRRLT Act, 2017.

12.2. As discussed in point no. 1, the petitioner and the respondent have not entered into the new lease agreement as per section 4 of the TNRRRLT Act, 2017. Further, the parties have not understood the provisions of the TNRRRLT Act, 2017.



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12.3. The rent court has decided the case without a registered lease agreement between the parties, without considering the judgement of Hon'ble Madurai Bench of Madras High Court in *Hemalatha vs Jeevanantham and others*. As per the current position of the law, the rent court has no jurisdiction to try the case without registered lease agreement between the petitioner and the respondent. So, this rent tribunal would like to interfere with the order of the rent court as per the decision of the Hon'ble Madurai Bench of Madras High Court in *Hemalatha vs Jeevanantham and others* and would like to allow the appeal. Accordingly, point no. 2 is decided.

13. Answer to Point no. 4:-

As per the discussion of points no. 1 and 2, this Rent Tribunal would not like to give any other reliefs to the parties by the interest of justice. Accordingly, the point no. 4 is decided.

14. In the result,

(i) The RLTA No. 5/2025 is allowed.

(ii) The order and decreetal order passed in RLTOP. No: 2/2022, dated 21.03.2025, on the file of Rent Court ( I Additional District Munsif Court), Tirunelveli, is set aside and the RLTOP. No: 2/2022, on the file of Rent Court ( I Additional District Munsif Court), Tirunelveli, is dismissed.

(iii) The IA No. 2/2026 is allowed.

(iv) This Rent Tribunal directs the parties to bear their own costs.



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This judgment is directly dictated to the steno-typist, typed by her in a computer, and corrected and pronounced by me in open court on this, the 1<sup>st</sup> day of July 2026.

Rent Tribunal  
(I Additional District Judge,)  
Tirunelveli.

The Appellant's side witnesses and documents: Nil  
The Respondent's side witnesses and documents: Nil

Rent Tribunal  
(I Additional District Judge,)  
Tirunelveli.

**Copy to:-**

The I Additional District Munsif, Tirunelveli.



I Additional District Court,  
Tirunelveli  
RLTA No.5/2025  
Order (Draft/Fair)  
Dated:- 01.07.2026