

IN THE COURT OF THE DISTRICT MUNSIF AT AMBATTUR.
PRESENT: TMT.J.MADHUMITHA, B.A. B.L(HONS.), L.L.M.,
DISTRICT MUNSIF, AMBATTUR.

Friday, the 07th day of August 2026.

ORIGINAL SUIT NO.275 OF 2022
CNR.No.TNTR22 - 000568 - 2022

K.Kanniyammal

.....Plaintiff

Vs

P.Krishnamurthy

.....Defendant

This suit having come on 04.08.2026 before me for final hearing in the presence of Shri.J.N.Naresh Kumar, Udhaya Kumar and Udhaya Shankar, learned counsels for the Plaintiff, Shri.M.K.Murali, learned counsels for the Defendant, upon hearing the arguments made by the learned counsels for the Plaintiff and the learned counsel for the Defendant and on perusal of records, this suit having stood over for consideration till this day, this Court delivers the following:

J U D G M E N T

1. This suit is filed by the plaintiff seeking for directing the Defendant, his men, agents, servants or any one through him to quit and deliver vacant possession of the premises more fully described in the Schedule to the Plaint within the time specified by the Hon'ble Court failing which Eviction through the Court by operation of law and direct the defendant to pay the cost of the suit.

CONCISE STATEMENT OF THE PLAINT FILED BY THE PLAINTIFF:

2. The Plaintiff submits that she is the land lady and the Defendant is a tenant in respect to the Shop Premises under the name and style of M/s.Sri Krishna Cell City at No.82, Pudur Main Road, Pudur, Ambattur, Chennai – 600 053. The last Agreement was entered on 19.01.2015 for a period of 11 months which expired on 18.12.2015. The present monthly rent is Rs.6000/- and the Defendant paid Rs.1,20,000/- (Rupees One Lakh Twenty Thousand only) towards rental security deposit which shall be refunded at the time of vacating the Premises after deducting due damages if any. The tenancy is for commercial in nature and as of now there is no rental agreement. The defendant shall pay the electricity consumption charges as per the Meter reading besides Maintenance Charges if any. As per the agreement entered on 19.01.2015 the Defendant shall pay the monthly rent every month on or before 20th of every month as per English Calendar month.

3. That ever since inception of tenancy the defendant was irregular in payment of monthly rent and the defendant belatedly paying the monthly rent at his whims and fancies. The plaintiff running her life based on the rental income from the premises and due to non-payment of monthly rent within the specified time she is facing various fiscal problems. Whenever the Plaintiff demands for monthly rent, the defendant escape from the scene and bring his Mother-in-Law to have a stiff with the plaintiff. The plaintiff unable to get the monthly rent therefore lodged a complaint against the defendant before the Ambattur Police. As a sequel to that the defendant

filed the suit against the Plaintiff in O.S. No.41 of 2022 before this Hon'ble Court and the Plaintiff entered appearance and filed detailed written statement.

4. That when the defendant committed Willful default in payment of monthly rent for the month of April 2022 thus the plaintiff has issued Legal Notice on 19.08.2022 to the defendant inter alia demanding to quit and deliver vacant possession of the Premises to the Plaintiff and the same has been returned as "Door Locked", "Intimation Delivered" and "Unclaimed". There after the defendant is sending rent in bulk by way of money order belatedly. The plaintiff is receiving the same with protest. Since the defendant is failed to pay the monthly rent according to his wish and the relationship between the parties herein is strained, the plaintiff is filing this suit for eviction.

5. That the defendant is in occupation of the premises without paying the monthly rent and he is not entitled to continue the tenancy since the defendant is failed to honor his commitment. Hence, necessitated the plaintiff to file the suit for Eviction as per the dictum laid down by the Hon'ble High Court reported in 2022 (2) CPC 291. Hence, the Suit.

CONCISE STATEMENT OF THE WRITTEN STATEMENT FILED BY THE DEFENDANT :

6. The suit filed by the plaintiff is not maintainable either in law and on facts. This defendant specifically deny each and everyone of the allegation stated in the plaint except those that are specifically admitted by him hereinafter. The tenancy is

admitted. This defendant is occupying the suit property as tenant for the past 20 years. This defendant states that this defendant paid Rs.1,30,000/- as advance and therefore the allegation by the plaintiff that this Defendant paid Rs.1,20,000/- as advance is not at all true and correct. This defendant is regularly paying the monthly rent and the plaintiff is also receiving the monthly rent. This defendant further states that the rent is paid by way of money order or by cheque to the plaintiff. Further, this defendant already filed suit in O.S.No.41 of 2022 seeking permanent injunction restraining the plaintiff above named from interfering with this Defendant's peaceful possession and enjoyment of the suit property until this defendant is evicted by the due process of law.

7. It is further submitted that this defendant expressed his willingness to enter into lease agreement as contemplated under the Tamil Nadu Regulation of Rights and Responsibilities of Landlord and Tenant Act 2017. On the other hand, the plaintiff only failed to come forward to enter into lease agreement as contemplated under the said Act. The plaintiff cannot take advantage of his own wrong. Further, the termination notice issued by the plaintiff is also not correct. In any event by accepting the monthly rent sent by money order regularly, the plaintiff has waived the termination notice and therefore the plaintiff is not entitled for the relief prayed for.

8. This defendant has not received any notice as falsely stated by the plaintiff. That the court fee paid by the plaintiff is not correct. The suit is not properly valued.

It is submitted that the suit has got to be valued as per Section 43 (2) of the Tamil Nadu Court Fees 14 of 1955 as amended by Act 6 of 2017. The plaintiff himself admits the advance amount of Rs.1,20,000/- is paid and available with him. Therefore, apart from one year rent of Rs.72,000/-, the advance amount of Rs.1,20,000/- has to be added while valuing the suit and paying court fee. Therefore, even as per own admission of the plaintiff, the suit should have been valued at Rs.1,92,000/- and the plaintiff should have paid court fee for the same. Had the plaintiff valued the suit properly, this court would not have numbered the plaint and would have directed the plaintiff to file this suit before proper court. Hence the plaint has got to be rejected. The present suit is filed only as a counter blast to the defendant's earlier suit in O.S.No.41 of 2022. Hence prayed to dismiss the suit with cost.

9. On perusal of the plaint and written statement filed by the defendant, this Court framed the following issues on 17.06.2026:

ISSUES

1. *Whether plaintiff is entitled to relief of eviction as prayed for?*
2. *To what other relief?*

10. **Evidences:** On the side of plaintiff, the Plaintiff was examined as PW1 herself and Ex.A1 to Ex.A9 documents were marked. The defendant was examined as DW1 himself and no documents were marked on the side of defendant.

Discussion and findings -

Answer to Issue No.1 -

11. On perusal of records and hearing the Learned Counsel for Plaintiff and Defendant, it is admitted fact that the suit property was rent for commercial purpose to the Defendant by the Plaintiff under an agreement with the Defendant, and the suit property was used for mobile phone shop purpose. It is the case of Plaintiff that during 2015 a written unregistered Rental Agreement having been entered between the parties initially, and the Defendant has continued to be in tenancy thereafter, but since April 2022, as the defendant is failed to pay the monthly rent and as the relationship between the parties herein is strained, the plaintiff is filing this suit for eviction

12. As per Ratio descidendi in **Nainar Pillai and another vs Subbiah Pillai 2008 (3) MLJ 219**, that, **“Onus is upon the plaintiff to prove his case. Decree cannot be granted on the basis of the weakness in defence”**. Hence as per the above ratio descidendi, even if the Defendant has not let in evidence, the Plaintiff is duty bound to prove the case of Plaintiff through substantial oral and documentary evidence. The Plaintiff has been examined as PW1, and Ex.A1 to A9 have been marked. It is observed that Ex.A1 is the rental agreement dated 19.01.2015 entered between the parties for 11 months period only.

13. The Defendant has countered that the advance amount paid by the Defendant at the inception of tenancy was Rs.1,30,000/-. But the advance amount for the tenancy

is clearly mentioned as Rs.1,20,000/- in Ex.A1, and the Defendant has admitted in the DW1 Cross examination that the advance amount paid by him is Rs.1,20,000/- only. Further, Ex.A2 and A3 are the plaint and written statement filed in the O.S.No.41 of 2022 case filed by the Defendant against Plaintiff seeking permanent injunction for peaceful possession in suit property against the Plaintiff herein, except under due process of law. Hence, the Jural relationship between the plaintiff as landowner and Defendant as tenant is admitted by both parties.

14. The main contention of the Defendant is that the Defendant had filed suit O.S.No.41 of 2022 before this Court, and that this defendant expressed his willingness to enter into lease agreement as contemplated under the Tamil Nadu Regulation of Rights and Responsibilities of Landlord and Tenant Act 2017. It is observed from evidence let in by both parties that the Defendant has sent rent through money orders to the Plaintiff, and that Plaintiff refused the money order when there was irregularity in the payment of rent.

PW1 cross examination

"வாடகையை மணியாடர் மூலம் பிரதிவாதி அனுப்பினார் என்றால் சரிதான். 6 மாத வாடகைக்கு 2 மாத வாடகை மட்டும் அனுப்பினார் எனவே மணியாடரை திருப்பி அனுப்பிவிட்டேன். "

15. Defendant has raised an issue regarding valuation of Court fee Under Section 43(2) of TamilNadu Court Fees Act, which has been decided on merits of law in I.A. No.1/2024 dated by this court. Hence there is no separate issue framed with regard to

valuation of court fee. It is observed from Ex.A5 legal notice dated 19.08.2022 that Plaintiff has called upon the defendant to quit and deliver vacant possession of the suit property on reason of the willful default on side of Defendant to pay rent since April 2022.

16. It is observed that even after the Tamilnadu Regulations of Rights and Responsibilities of Landlords and Tenants Act, 2017 came into force on 22.02.2019, the parties have not entered into rental agreement as per Section 4(1) and 4(3) of the new Act. On perusal of the Judgment in **Andal Vs. Lawrence Swami Doss and another, 2024 (2) CTC 423**, the Hon'ble Madras High Court had clearly held that considering the object of the Act any agreement executed after the commencement of the Tamilnadu Regulations of Rights and Responsibilities of Landlords and Tenants Act, 2017, but not in compliance of the Act would be considered as no agreement at all. Thus, this Court is of the considered view that the Defendant has been a tenant holding over since the expiry of 18.12.2015, due to which the tenancy is not in compliance with the Section 4 Tamilnadu Regulations of Rights and Responsibilities of Landlords and Tenants Act, 2017, as it was not registered with the Rent authority even after the commencement of Act on 22.02.2019.

17. It is inferred from the bare perusal of the Ex.A5 legal notice that the Defendant should handover the possession of suit property, as it is admitted by the Defendant that he has not paid rent since April 2022.

DW1 cross examination

“ஏப்ரல் 2022 வருடத்தில் இருந்து நான் வாடகை பணம் தராமால் உள்ளேன் என்றால் சரிதான். தற்போது வரை நான் எவ்வளவு வாடகை பணம் கொடுத்துள்ளேன் என்பதற்கு கணக்கு சாட்சியம் வைத்துள்ளேனா என்றால் உள்ளது. அதனை நீதிமன்றத்தில் தாக்கல் செய்யவில்லை என்றால் சரிதான்”

It is clear from both side evidence that there is no existing agreement renewed as on date of filing of suit. On application of the above ruling in Andal case supra, the nature of tenancy between the parties is oral in nature, as there is no tenancy agreement on date of filing of this suit.

18. Section 106(4) Transfer of property act reads as follows, “ 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 servants at his residence, or (if such tender or delivery is not practicable) affixed to a conspicuous part of the property.]”. In the present case on hand, the Plaintiff has duly sent the Ex.A5 and Ex.A9 legal notice to the Defendant which has been admitted to have been received by the Defendant. Further the Plaintiff contends that Defendant has sublet the suit property to unknown third person. But there is no proof submitted by plaintiff regarding sub-tenancy by defendant.

19. Hence, in the given facts and circumstances, on application of the judgment, it is fatal in the present case and circumstances that the Plaintiff has not taken steps to

register the tenancy under the Tamilnadu Regulations of Rights and Responsibilities of Landlords and Tenants Act, 2017, at the continuation of tenancy on 22.02.2019, and also holds that the Defendant has equally failed to register rental agreement as per new act during the continuation of tenancy. There is no proof submitted on the side of Defendant to show that this defendant expressed his willingness to enter into lease agreement as contemplated under the Tamil Nadu Regulation of Rights and Responsibilities of Landlord and Tenant Act 2017, and the Plaintiff only denied to register the agreement as per new act. It is admitted from the question on the side of Defendant itself that there is default of rent, and it is clear from the answer of the Plaintiff that she is not willing to continue the tenancy with the Defendant in suit property.

PW1 cross examination

"இன்றைய தேதியில் 18 மாதங்கள் வாடகை பாக்கி உள்ளதா என்றால் சரிதான். 18 மாத வாடகைபாக்கியை பிரதிவாதி கொடுத்துவிட்டால் வழக்கை வாப்பஸ் பெற்றுக்கொள்வேனா என்றால் எனக்கு கடையை காலிசெய்து தரவேண்டும்."

20. As per the decision of the Hon'ble Madras High Court in **S. Muruganantham v/s J. Joseph** in 2022 (2) CTC 219, wherein, it is has been held that that in absence of written agreement and the tenancy having expired, the landlord cannot invoke the provision of new act, but to general law. As there is no agreement as prescribed by the new act, the landlord has resorted to general law for his remedy, by which the Plaintiff has filed this suit for eviction. It is observed from Ex.A5 legal

notice that the Plaintiff has taken steps for calling upon the defendant to vacate the suit property, but the Defendant has failed to vacate and deliver the suit property. The Plaintiff has sufficiently proved through oral and documentary evidence that Defendant is a defaulter of rent. Hence from the above discussion and decisions of Hon'ble Apex Courts, this Court finds that there is no valid tenancy existing between the parties, and thus the Plaintiff is entitled for eviction of Defendant from the suit property as prayed for. Thus Issue No.1 is answered in favour of the Plaintiff.

Answer to Issue No.3 -

21. The Plaintiff has filed this suit for directing Defendant to vacate the suit property and handover the possession, which is answered in favour of the Plaintiff. Apart from that, the Plaintiff has not asked for any other relief. Hence, the Plaintiff is not entitled to any other relief and this issue is answered against the Plaintiff.

Result -

22. In the result this suit is allowed,

i) the Defendant, his men, agents, servants or any one through him is hereby directed to quit and deliver the vacant possession of the suit property to the Plaintiff within two months from the date of receiving this order.

ii) No order as to costs.

Dictated to the steno-typist, typed directly by her in the desktop, corrected and pronounced by me in the open Court on this 07th day of August 2026.

**DISTRICT MUNSIF,
AMBATTUR.**

PLAINTIFF SIDE WITNESSES:

PW1 Kanniyammal

PLAINTIFF SIDE EXHIBITS:

Exhibit A1	19.01.2015	Rental Agreement - Original
Exhibit A2	--	O.S. No.41/2022 Plaint Copy – True Copy
Exhibit A3	--	O.S. No.41/2022 Written Statement – Office Copy
Exhibit A4	--	Money order receipts (11 Nos) - Original
Exhibit A5	19.08.2022	Legal Notice – Office Copy
Exhibit A6	22.08.2022	Returned Postal Cover - Original
Exhibit A7	02.09.1997	Will executed in favour of the plaintiff bearing Document No.32 – Photo Copy
Exhibit A8	03.01.2026	Legal Notice issued on behalf of the Defendant – Office Copy
Exhibit A9	08.01.2026	Reply Notice issued by the plaintiff to the defendant – Office Copy

DEFENDANT SIDE WITNESSES :

DW1 Krishnamurthy

DEFENDANT SIDE EXHIBITS : NIL

**DISTRICT MUNSIF,
AMBATTUR.**