

IN THE COURT OF DISTRICT MUNSIF CUM RENT COURT
AT AMBATTUR.

PRESENT: TMT.J.MADHUMITHA, B.A.B.L(HONS.), L.L.M.,
RENT CONTROLLER CUM DISTRICT MUNSIF, AMBATTUR.

Saturday, the 06th day of June 2026.

RESPONSIBILITES OF LANDLORDS AND TENANTS
ORIGINAL PETITION NO.2 OF 2024

CNR.No.TNTR22 – 000034 – 2024

S.Mohamed Mubarak

....Applicant/Landlord

Vs

1. Mr.S.Vimal

2. Mr.S.Kamal

.....Respondent/Tenant

This application having coming on 04.06.2026 before me for final hearing in the presence of Shri.T.Sivagnanasambandan, M.L.Ravi and K.Sudha Selvarasi, learned counsels for the Applicant/Landlord, Shri.CPG.Yoganand & Associates, CPG.Yoganand, L.Mary Pushpa Rani and V.Yuvaraj, learned counsels for the Respondent/Tenant, upon hearing the submissions made by the learned counsels for the Applicant, learned counsels for the Respondent and on perusal of the records, this Petition having stood over for consideration till this day, this Court delivers the following.

ORDER

1. This application has been filed for termination of tenancy and for recovery of

possession of the tenanted premises under clause (a) of Sub section (2) of Section 21 for violation of Section 4(2) proviso of the Act by the respondent/tenant and to vacate and for the recovery of possession of the tenanted premises for violation of clause (b) of sub section (2) of Section 21 of the Act by the respondent and to vacate and for the recovery of possession of the tenanted premises as per section 21(2)(e) and 21(2)(g) proviso of the Act.

CONCISE STATEMENT OF THE APPLICATION FILED BY APPLICANT:

2. The applicant submits that he is the owner of the property situated at Plot No.7-8, Vivekananda Nagar, Ranga Garden, Kolathur, Korattur Village, Chennai – 600 099. The respondent is tenant in said premises, Plot No.7-8, Vivekananda Nagar, Ranga Garden, Kolathur, Korattur Village, Chennai – 600 099. The applicant father, A.S.Siddique and tenant entered into tenancy agreement on 15th June 2017 for a Rent of Rs.43,000/- per month. Where originally A.S.Siddique was the owner. The entire property belongs to A.S.Siddique, whom out of love settled on his wife, 1) M.Thasneem Zia, Son 2.S.Mohamed Mubarak and daughter 3. S.S.Mubeena Akthar entered a settlement deed and later aforesaid 1) Thasneem Zia and 2) S.S.Mubeena Akthar shelled their rights by way of release and relinquished their shares on Mohamed Mubarak. Mohamed Mubarak on 02 April, 2019 and become the absolute owner of the entire property.

3. The applicant/landlord called on the said tenants to enter into a tenancy

agreement. Whereas the tenant offered and showed interest to buy the property for a consideration and entered into an agreement in September 2019 and subsequently cancelling the same entered into agreement on 14th February, 2021, with condition to complete the Sale consideration and registration on or before 30.11.2021. Till then under clause 3 of the agreement it is mutually agreed to continue the tenancy by paying monthly rent of Rs.47,500/- (Forty Seven thousand Five Hundred only) as agreed, if the part consideration of R.1,00,00,000/- (One Crore) to be paid to the applicant on or before 31.05.2021, the rent will be re fixed at Rs.37,500/- per month. Whereas the respondent/tenant paid the rents till May 2022 through the applicant bank account and from June 2022 the respondent/tenant stopped payment of rents and not even fulfilling the consideration as the agreement has completed the transaction as ended on 30.11.2021. As the applicant/landlord approached the respondent/tenant for the due rents gave evasive reply and at one stage started threatening the applicant. The applicant then sent a legal notice through his counsel on 02.06.2023, in calling for entering into rental agreement, the respondent sent a reply through his counsel 19th June 2023 and never spoke about entering into an agreement.

4. That however at present after the new act the respondent never ventured into any agreement as per Section 4(2) of the Act. That without prejudice to the stated that the rented premises is required to the applicant, and no any other suitable

accommodation is in possession of the applicant within the same urban area the tenanted portion of the respondent is required for his family members. Requested to vacate the portion occupied by the respondent.

5. The respondent defaulted in payment of rent, for the month of June 2022, July 2022, August 2022, September 2022, October 2022, November 2022, December 2022, January 2023, February 2023, March 2023, April 2023, June 2023, July 2023, August 2023, September 2023 and October 2023. The respondent never paid the rental as per section 9 of the Act for the said months. The respondent rental due for 11 months amounting to Rs.7,60,000/- and still further the respondent continues his tenancy. The applicant sent a legal notice on 02.06.2023, which was received by the respondents and respondents sent reply notice to the applicant Advocates, from whom the legal notice received, denying the contents stated in the notice and without any expression to enter into an agreement.

CONCISE STATEMENT OF THE COUNTER FILED BY THE RESPONDENT:

6. The respondents deny all the averments contained in pages 2 to 6 of the application as false and baseless, save those that are specifically admitted herein and the applicant is put to strict proof of those averments not specifically admitted herein. The averments contained in paragraphs 1 to 3 in pages 2 and 3 under the particulars of violation, under jurisdiction of the Rent Court in page 3 and under the facts of the case in pages 3 to 5 of the application are denied as false, baseless and

concocted half truths. It is true that the respondents were originally tenants under the applicant in respect of the petition schedule property prior to execution of the Agreement of Sale on 14.02.2021 between the respondents and their mother, S.Amudha (who deceased on 12.05.2021) and the applicant to purchase the petition schedule property from the applicant for the total sale consideration of Rs.4,51,00,000/- (Rupees Four Crore and Fifty One Lakhs only).

7. The respondents have partly performed their part of the obligations under the said sale agreement by making substantial payment of Rs.62,00,000/- (Rupees Sixty Two Lakhs only) towards part sale consideration and Rs.65,00,000/- (Rupees Sixty Five Lakhs only) was spent by the respondents towards the renovation, maintenance and upkeep of the petition schedule property, which is to be adjusted against the sale consideration due and payable to the applicant under the sale agreement aforesaid. And, the applicant has partly performed his obligations by handing over possession of the petition schedule property to the respondents as part of the sale to and in favour of the respondents.

8. Only considering the efforts put forth by the respondents and the costs and expenses incurred by them in their attempt in obtaining the clearance/raising of the land ceiling and the building approval / regularization from the jurisdictional authorities in respect of the petition schedule property and more particularly, considering the substantial payment of part sale consideration of Rs.62,00,000/-

(Rupees Sixty Two Lakhs only) under the aforesaid sale agreement which the applicant has received towards part satisfaction which sum was timely help to the applicant and was well utilized by the applicant for his ailing mother's cancer treatment and the applicant being in enjoyment of the said sum since the date of the respective payments in parts till this date and further considering the substantial capital investment made by the respondents in the sum of Rs.65,00,000/- (Rupees Sixty Five Lakhs only) spent by the respondents towards the renovation, maintenance and upkeep of the building, on mutual understanding and with the applicant's clear and categorical consent, the respondents stopped paying monthly rents to the applicant and the applicant put the respondents in possession of the petition schedule property and more particularly, considering the substantial payment of part sale consideration of Rs.62,00,000/- (Rupees Sixty Two Lakhs only) under the aforesaid sale agreement which the applicant has received towards part satisfaction which sum was of timely help to the applicant and was well utilized by the applicant for his ailing mother's cancer treatment and the applicant being in enjoyment of the said sum since the date of the respective payments in parts till this date and further considering the substantial capital investment made by the respondents in the sum of Rs.65,00,000/- (Rupees Sixty Five Lakhs only) spent by the respondents towards the renovation, maintenance and upkeep of the building, on mutual understanding and with the applicant's clear and categorical consent, the respondents stopped paying monthly rents to the applicant and the applicant put the

respondents in possession of the petition schedule property in June 2022 towards part performance of his obligations under the sale of the petition schedule property to the respondents.

9. Thus, the said sale agreement between the applicant and the respondents remain partly performed from either sides and the respondents are more than willing and ready to perform their remaining obligations, that is, to make payment of the balance sale consideration of Rs.3,24,00,000/- (Rupees Three crore and Twenty Four Lakhs only) to the applicant under the sale agreement and get the sale deed executed by the applicant and registered in their favour at their costs and expenses subject to the applicant obtaining the clearance/raising of land ceiling and building approval/regularization for the petition schedule property from the authorities concerned.

10. Hence, the respondents ceased to be the applicant's tenants in respect of the said property since June 2022. Otherwise, there was no reason for the applicant not to come up with even a single letter in writing demanding the rent since the past 2 (two) long years, leave alone, a legal notice. The respondents herein deny the averments on tenancy as made out in the application. Notwithstanding the hot and cold messages exchanged between the applicant and the respondents, from the date the respondents became the agreement holders of the petition schedule property, the applicant has periodically received part payment of sale consideration from the

respondents, being the agreement holders of the petition schedule property under the sale agreement, the last such part payment of sale consideration was made as late as on 09.03.2022. The said sale agreement continues to subsist till date as it has been from the date of the sale agreement and the date of the last part payment of sale consideration as above. The aforesaid part payments are discussed in the sale agreement dated 15.02.2021, legal notice dated 02.06.2023 issued by the applicant to the respondents through his counsel and the reply notice dated 19.06.2023 issued by the respondents to the applicant's counsel, all of which 3 documents are filed along with the application by the applicant, which may be read as part and parcel of this counter statement. Thus, from the conduct of the parties consequent and subsequent to the entering into the aforesaid sale agreement and the pending issues of land ceiling and building plan approval/ regularisation, it is quite evident that time was never intended to be essence of the sale agreement.

11. The present application under the TNRRRLT Act is a result of the 'invented cause (where none exists) of the applicant in view of the respondents sternly putting the onus of obtaining the clearance/ raising of the land ceiling and the building approval regularization from the jurisdictional authorities on the applicant during their last meeting held in the last week of April 2023 and not as falsely alleged in the present application.

12. As such, the applicant could not digest the fact that the respondents highlighted to the applicant that the applicant could not deliver on his specific promises made by him under the aforesaid sale agreement. Further, of late, the applicant appears to have developed a malicious intent to extract a higher sum as sale consideration for the petition schedule property from the applicant and the present TNRRRLT proceedings is an unfortunate step and change of track in that misdirection in pursuance of the applicant's nefarious designs under ill advice. While the facts remain so, the applicant is misrepresenting the facts and circumstances surrounding and after the entering into of the sale agreement that subsists with the respondents purely for the purpose of taking undue advantage of the enactment of the TNRRRLT Act. This, while the said Act does not apply at all to the facts and circumstances of the present case given the facts of the present case as held by judicial precedents. Thus, the applicant is inventing grounds to dispossess the respondents/ agreement holders unlawfully from the petition schedule property presumably to extract a higher sum as sale consideration for the petition schedule property.

13. The onus is specifically and entirely on the applicant to prove otherwise. The averments in page 5 of the application on the grounds for relief are denied as devoid of any merit and baseless and are vehemently opposed by the respondents herein. As such, the cause of action and grounds for this application as against these

respondents are 'non est' under law and facts and further, the TNRRRLT Act is not at all applicable to the facts and circumstances of the present case as held by judicial precedents and the respondent most respectfully submits that this Hon'ble Court lacks jurisdiction in the matter.

14. The averment in page 6 of the application on the matters pending with any other Court and the reliefs sought for in page 6 of the application are denied as devoid of any merit and baseless and are vehemently opposed by the respondent herein. While categorically reiterating that the TNRRRLT Act itself is not at all applicable to the petition schedule property in view of the facts and circumstances stated above, as regards the provisions of the TNRRRLT Act under which the present application has been filed, the respondents summarize as follows:

On Section 21 (2) (a) - Inapplicable since the respondents are not the tenants of the applicant in view of the respondents' lawful possession of the petition schedule property under the sale agreement that is valid and subsisting between the applicant and respondents;

On Section 21 (2) (b) - Inapplicable since on mutual understanding and with the applicant's clear and categorical consent, the respondents stopped paying monthly rents to the applicant and the applicant put the respondents in lawful possession of the petition schedule property in June 2022 towards part performance of his obligations under the sale agreement in respect of the petition schedule property to

and in favour of the respondents and hence the payment of arrears of rent does not arise;

On Section 21 (2) (e) - Inapplicable since firstly, there is no pleading at all in the entire application in support of this provision. And, while the respondents have spent the huge sum of Rs.65,00,000/- (Rupees Sixty Five Lakhs Only) towards the renovation, maintenance and upkeep of the petition schedule property, the petition schedule property do the warrant or require any more repair or alteration to be made. As the respondents are in the process of purchasing the petition schedule property from the applicant for the substantial sale consideration of Rs.4,51,00,000/- and are in lawful possession of the same under part performance of the sale agreement, the respondents shall do the alterations, if any required and deemed fit, proper and necessary by them;

Section 21 (2) (g)- Inapplicable since while the respondents are not the tenants of the applicant in view of the respondents' lawful possession and occupation of the petition schedule property under part performance of the sale agreement that is valid and subsisting between the applicant and respondents, the applicant cannot seek for the petition schedule property for his occupation or that of his family members. On the whole, the respondent denies the averments contained in the application not specifically denied herein. The applicant is put to strict proof thereof including of the court fees and the correctness of the valuation as stated in page 7 of the application. aforesaid bonafide circumstances, it is most respectfully prayed by

the respondent that this Hon'ble Court may be pleased to dismiss the above application in RLTOP. No.2 of 2024 pending on the file of this Hon'ble Court with exemplary costs.

15. POINT FOR CONSIDERATION: Whether the petitioner is entitled for the relief of eviction of the respondent under the grounds Section 21(2)(a), (b), (e) ,(g) of the Act?

16. Evidences: On the side of Applicant, the Applicant is examined as PW1 himself, Ex.P1 to P3 documents were marked through him. The 1st Respondent is examined as RW1 himself and Ex.R1 document was marked through PW1 Cross.

Discussion and Findings:

17. This Court has heard the submissions made by the learned Counsel for the Petitioner and Respondent, and perused the materials on record. It is the case of Petitioner that the respondent was inducted into tenancy on 15.06.2017, and further continued tenancy till 14.05.2019, and then subsequently Respondent came forward to purchase the property, and entered into a sale agreement on September 2019, and further cancelled the agreement and entered into fresh agreement on 14.02.2021, by which the Respondent had agreed to continue to pay rent till completion of the agreement on or before 30.11.2021. That since the Respondent has been irregular in payment of rent, due to committing wilful default of rent, and no rental agreement registered by both the applicant and the respondent under Section (4) of the

TNRRRLT Act, 2017 this petition has been filed for eviction of tenant and delivery of vacant possession of petition premises.

18. Further the Respondent avers that originally they were tenant in schedule property prior to execution of the Agreement of Sale on 14.02.2021 between the respondents and their mother, S.Amudha (who deceased on 12.05.2021) and the applicant to purchase the petition schedule property from the applicant for the total sale consideration of Rs.4,51,00,000/- (Rupees Four Crore and Fifty One Lakhs only). That the respondents have partly performed their part of the obligations under the said sale agreement by making substantial payment of Rs.62,00,000/- (Rupees Sixty Two Lakhs only) towards part sale consideration and Rs.65,00,000/- (Rupees Sixty Five Lakhs only) was spent by the respondents towards the renovation, maintenance which is to be adjusted against the sale consideration due and payable to the applicant under the sale agreement.

19. Thus it is inferred that the Respondent denies the relation of tenancy after the execution of sale agreement. It is inferred that the Respondent does not deny that he is in possession of the petition premises. As the Respondent has not admitted the jural relationship of tenancy with the Applicant as the owner, this Court intends to discuss the issue whether there is jural relationship between the Applicant and Respondent with respect to schedule premises or not. It is contended by Respondent that the respondents stopped paying monthly rents to the applicant

after the applicant put the respondents in possession of the petition schedule property in June 2022 towards part performance of his obligations under the sale of the petition schedule property to the respondents. It is inferred that the respondents are more than willing and ready to perform their remaining obligations, that is, to make payment of the balance sale consideration of Rs.3,24,00,000/- (Rupees Three crore and Twenty Four Lakhs only) to the applicant under the sale agreement and get the sale deed executed by the applicant and registered in their favour at their costs and expenses subject to the applicant obtaining the clearance/raising of land ceiling and building approval/regularization for the petition schedule property from the authorities concerned.

20. Hence the main issue of deciding whether the Respondent continues to be a tenant even after execution of sale agreement or not is the main point of determination. As the sale agreement is the deciding factor for the change in circumstance, this Court intends to look into the Ex.R1 sale agreement, which is agreed to be entered between the parties, and marked upon admission of the Petitioner in PW1 Cross examination.

21. On perusal of the agreement it is clear that clause 3 of the Sale Agreement expressly provided that only till completion of the sale transaction, the respondents would continue in occupation as tenants on payment of the agreed rent. Thus, the tenancy recognized under Clause 3 was co-terminus with the validity period of the

Sale Agreement. From the evidence of the Respondent it is inferred that due to the land ceiling in the schedule premises, the balance sale consideration was not given, and has continued to be in possession of the schedule premises as sale agreement holder. But upon reading of clause 4 of the Ex.R1 sale agreement, which states that,

“The Balance sale consideration will be paid on or before 30.11.2021 and complete the transaction irrespective of responsibilities of getting TSLR extract / patta, building plan approval / regularization and land ceiling.”

It is clear from the recitals that the Sale Agreement automatically comes to an end on 30.11.2021 if the balance sale consideration is not paid, irrespective of the responsibility of approval or regularization of land ceiling. Hence it is found that the respondents neither completed the sale consideration nor obtained execution and registration of the Sale Deed on or before 30.11.2021, by which they cease to be the sale agreement holders.

22. Further there is admission as to payment of rent in the sale agreement itself, even after the Respondents became sale agreement holders, they have been continuing to pay the rent as admitted in the sale agreement till May 2022. It is admitted in the RW1 Cross examination that the Respondents were tenant before the execution of sale agreement.

RW1 Cross examination

"மனுதாரரின் தந்தையுடன் வாடகை ஒப்பந்தம் போடப்பட்டது. அந்த வாடகை ஒப்பந்தம் 11 மாதங்களுக்கு போடப்பட்டு அதன் பிறகு 11 மாதங்கள் காலத்திற்கு 3 முறை புதுப்பிக்கப்பட்டது...."

"...எ.சா.ஆ 1 ஆவணத்தில் பக்கம் 10, 3 வது பத்தியில் அப்போதைய வாடகை ரூபாய் 47,500/- என்றும் ஒப்பந்தம் நிறைவேற்றும் வரை கிரையம் பெறுபவர்கள் வாடகை செலுத்தவேண்டும் என்று குறிப்பு உள்ளது என்றால் சரிதான். "

23. Hence this Court refers to the Hon'ble Supreme Court Judgement in **Vayyaeti Srinivasarao v. Gainedi Jagajyothi** reiterated "**that an agreement to sell does not create any right, title or interest in immovable property and ownership passes only through a registered sale deed. Mere possession does not amount to ownership**". On application of the above ruling to the present case on hand, it is found that after 30.11.2021, the Respondents have been pushed to the shoes of tenant again as the Respondents have not executed the sale, and stepped down from the shoes of sale agreement holder. Hence the jural relationship of the Applicant and the Respondent is found to be of owner and tenant, after the expiry of 30.11.2021.

24. Thus from the above oral evidence of RW1 and documentary evidence submitted by the Applicant it is clear that the Applicant is the owner of schedule premises under whom the Respondent is a tenant. No other documentary evidence are submitted on the side of Respondent. Hence it is inferred that after expiry of the Sale Agreement, there was no fresh tenancy agreement, of tenancy, and no registered Sale Deed executed in favour of the respondents. The respondents have not produced any document evidencing continuation of tenancy after 30.11.2021.

For the relief prayed under Section 21(2)(a), this Court restricts its findings towards the rental agreement between the parties, as to whether it is executed as prescribed by the Tamil Nadu Regulation of Rights and Responsibilities of Landlord and Tenants Act, 2017.

25. With this out set of facts, on perusal of records it is inferred that the no rental agreement for tenancy has been submitted before Court, by either parties. and that the tenancy has not been renewed after 31.11.2021, even after the commencement of new act on 22.02.2019. This Court refers to section 4 of the Tamil Nadu Regulation of Rights and Responsibilities of Landlord and Tenants Act, 2017, wherein it states that,

“ **Section 4: Tenancy** states as,

(1) Notwithstanding anything contained in this Act or any other law for the time being in force, no person shall, after the commencement of this Act, let or take on rent any premises except by an agreement in writing, which shall be informed to the Rent Authority by the landlord and tenant jointly, in the form specified in the First Schedule. (2) Where, in relation to a tenancy created before the commencement of this Act,—

(a) an agreement in writing was already entered into, it shall be informed to the Rent Authority;

(b) no agreement in writing was entered into, the landlord and the tenant shall enter into an agreement in writing with regard to that tenancy, and inform the Rent Authority, in the form specified in the First Schedule:

Provided that where the landlord and the tenant fail to present jointly a copy of tenancy agreement under clause (a) or fail to reach an agreement under clause (b), such landlord and the tenant shall separately file the particulars about such tenancy. (3) Every agreement referred to in sub-section (1) or required to be executed under sub-section (2) shall be in such manner and within such period as may be prescribed.”

26. Hence as the last tenancy has been continued after commencement of the Tamil Nadu Regulation of Rights and Responsibilities of Landlord and Tenants Act, 2017, it is duty bound upon the parties to register the tenancy before the Rent authority. The concept of oral tenancy or lease is done away with. It is now mandatory for a written lease agreement as required under the Act being capable of enforcing under the various provisions of this Act. The Respondent has not filed any document of rental agreement. On perusal of records, it is inferred that there is no existing rental agreement as per new act on date of filing of the application, and the tenancy has not been registered under Section 4 of the Act.

27. 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. At this juncture, this court had perused 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 Act 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 rental agreement is not in compliance with the Section 4 registration, which was entered after the Act and the Applicant have to be provided with the benefit under this Act for ground under Section 21(2)(a) of the Act, as per

the dictum on **Andal Case (Supra)**.

28. Further this Court refers to Judgment of Hon'ble High Court of Madras in **Udayakumar Vs 1. Lawrence Swami Doss and others**, in CRP. No.2763 of 2022 dated 11.03.2024, in para 17 that "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 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.**" It is observed from Ex.P2 legal notice sent by the Applicant dated 02.06.2023 for asking to vacate the premises, and it is found that the respondent received the notice and replied via Ex.P3 Reply notice dated 19.06.2023. Having knowledge of the eviction notice, the Respondent still continues in possession and had not vacated the premises on receiving the legal notice.

29. The Applicant has acknowledged the part sale consideration amount of Rs.62,00,000/- and Rs.65,00,000/- spent upon the maintenance of the schedule premises, and has admitted to return the same in evidence before Court.

PW1 Cross examination

"மேற்சொன்ன பிரச்சனைகளை சரிசெய்து தர நான் தயாராக உள்ளேனா என்றால் அவர்களிடம் வாங்கிய தொகையை திருப்பிகொடுக்க தயாராக உள்ளேன்."

It is clear from the evidence submitted before Court that the Applicant is not

willing to continue the tenancy with the Respondent by entering into rental agreement. The evidence of PW1 remains cogent and unchallenged by clearly showing the landlord and tenant relationship between the Petitioner and the Respondent and also lack of the written rental agreement and registration of the same as contemplated under the Act.

30. There has been no contra evidence produced on record to the effect that there is rental agreement between the Applicant and Respondent on the side of Respondent. The Respondent irrespective of the termination has continued to be in possession. This court is of the considered view that the new Rent Control Act does not contemplate a situation of oral tenancy or holding over after lapse of rental period at all. There should be an agreement under Section 4 and in case there is no written and registered agreement as contemplated under Section 4(2) and 4(3) of the Act. On bare perusal of Section 21(2)(a) of the New Act, it is seen that landlord and tenant can invoke Section 21(2)(a) on failure to enter into agreement as per Section 4(3) of the Act. Admittedly the tenancy between the Petitioner and the Respondent was entered prior to the commencement of the Act, it is established that there is no rental agreement between the Petitioner and the Respondent after the commencement of the Act.

31. However, in respect of the Willful default, and requirement for carrying out repairs, under Section 21(2)(b), (e), (g) of the Act, as no agreement has been registered under Section 4(3) of the Act, this court considers that this petition is not

maintainable under Section 21(2)(b), (e), (g) of the Act for default in registration of the rental agreement and the Applicant has to seek the said remedy under the general laws. Considering the remedy is available before another forum under this provision/grounds of eviction, this court is of the considered view that no observations or findings are made by this rent court, in respect of the wilful default in payment of rent . Hence, this court concludes that this application has to be dismissed as not maintainable under Section 21(2)(b), (e) and (g) of the Act.

32. In light of the above discussion, this Court concludes that the Petitioner is entitled to the relief against the Respondent and the Respondent shall be liable to vacate the Application Premises and hand over the possession to the Petitioner on the grounds under Section 21(2)(a) of the Act as the Respondent had failed to enter into agreement as per Section 4(2) of the Act, and the grounds under Section 21(2) (b), (e) and (g) of the Act are not maintainable before this Rent Court.

RESULT

33. In the result, this application is allowed and

i)the respondent is hereby directed to quit and deliver the vacant possession of the application premises to the applicant within a period of two months from the date of this order on the ground of lack of written rental agreement under Section 21(2)(a) of the Act.

ii)This application is dismissed in respect of the relief under Section 21(2)

(b), 21(2)(e) and 21(2)(g) of the Act as not maintainable.

iii) There is 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 the 06th day of June 2026.

**DISTRICT MUNSIF,
AMBATTUR.**

APPLICANT SIDE WITNESSES :

PW1 Mohamed Mubarak

APPLICANT SIDE EXHIBITS:

Exhibit P1	15.06.2017	Rental Agreement - Original
Exhibit P2	02.06.2023	Legal Notice – Office Copy
Exhibit P3	19.06.2023	Reply Notice – Office Copy

RESPONDENTS SIDE WITNESSES :

RW1 Vimal

RESPONDENTS SIDE EXHIBITS :

Exhibit R1	30.11.2021	Sale Agreement - Original
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**DISTRICT MUNSIF,
AMBATTUR.**