

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.

Thursday, the 04th day of June 2026.

MISCELLANEOUS PETITION NO.1 OF 2026
IN
RESPONSIBILITIES OF LANDLORDS AND TENANTS
ORIGINAL PETITION NO. 28 OF 2025
CNR.No.TNTR22 – 000537 – 2025

M/s.Arunodaya Gears, Represented by its Proprietor,

Mrs.A.Sangeetha

.....Petitioner/Respondent

Versus

Mr.A.Singaravelu

.....Respondent/Applicant

This petition having come on before me for final hearing in the presence of Shri.R.Dhanasekar, G.Kalaivani, S.Sumitha, S.Varalakshmi, M.Mohanapriya, learned counsels for the Petitioner/Respondent, Shri.E.Murugesan and S.Janarthanan, learned counsels for the Respondent/Applicant, upon hearing the arguments made by the learned counsels for the petitioner and the 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. Petition is filed under Section 9(2) of Tamilnadu Regulation of Rights and

Responsibilities of Landlords and Tenants Act, 2017 to pass an order to permit the Petitioner to cross examine the respondent/petitioner.

The brief averments contained in the petition as follows : -

2. The Petitioner state that the respondent/applicant herein filed the above RLTOP under Section 21(2)(a) of Tamilnadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 against me to deliver the vacant possession of the subject premises.

3. That the applicant with malafide intention has omitted and suppressed many facts and gave false information regarding institution of Lease Agreement and the transactions between him and my husband Mr.Anandan borrowed on assurance to extend the lease for further period and had mislead this Hon'ble Court. Further the respondent/petitioner suppressed several facts are very crucial facts regarding the right of this petitioner. I submit that those facts can be elicited only by cross examination of the respondent/petitioner.

4. Therefore to bring out the truth and in the interest of justice it is essential and necessary to cross examine the respondent. Thus I am filing this application for the leave of this Hon'ble Rent Authority to permit me to cross examine the respondent/petitioner. I submit that if this application is not allowed, I will be put irreparable loss and hardship. Further there will not be any hardship to the respondent in allowing this application. Hence prayed to pass an order to permit me

to cross examine the respondent/petitioner.

**CONCISE STATEMENT OF THE COUNTER FILED BY THE
RESPONDENT/APPLICANT:**

5. This Respondent denies all the allegations in the affidavit filed in support of the Petition for permission to cross examine PW1 and puts the petitioner to the strict proof of the same. The contentions of the Petitioner is false and hence the same cannot be considered and a false affidavit cannot be given any consideration by this Hon'ble Court. This respondent craves leave of this Hon'ble Court to treat the contents made by this respondent in the other pleadings as part and parcel of this counter statement.

6. That averments now made in the affidavit are absolutely false without any merit. The petitioner had not paid monthly rent to the premises occupied by him at Rs.60,000/- per month for the period from May 2023 till October 2025 for more than 30 months amounting to more than 18,00,000/- and to evade payment of the lawful rental arrears, the Petitioner is making all kinds of false allegations. The petitioner may be directed to produce rental receipts atleast from that period which she cannot do as rent is not being paid by the petitioner and without paying rent, the petitioner is making all false and frivolous claims.

7. This respondent has not made any claim for the arrears of rent in this case as this is not the forum to claim the same and similarly the Petitioner cannot make any

claim now before this Hon'ble Court and she is always entitled to file a separate suit to make her claims. This respondent did not promise anything as alleged by the petitioner at the time of handing over the premises for rent and to delay the proceedings only this petition is filed. The premises is in a sound condition. The proceedings under this act is a summary procedure.

8. That it is settled law that the petitioner/tenant has no right to cross examine the landlord and on this basis alone this petition is liable to be dismissed and there is no merit in this petition. Hence prayed to dismiss the above petitions to re-open and recall PW1 in limine with exemplary costs.

9. No one is examined and no documents were marked on both sides.

10. The point for determination is to whether allow this petition or not.

Discussion and Findings-

11. Heard both sides, perused records. This application is filed under Section 9(2) of TNRRRLT Act, 2017 for Cross-examination of PW1 evidence in RLTOP 28 of 2025. Section 9(2) of the act reads as follows that, "save as agreed in the agreement, the landlord shall give notice in writing three months before the revised rent becomes due". Thus Section 9(2) of TNRRRLT Act has no relation to the relief sought for in this petition. Yet in the interest of Justice, this Court overlooks the mentioning of wrong provision, and finds the point for determination. It is observed that the main petition was filed on 09.10.2025 for eviction of tenant, and is pending in the stage of

Respondent side evidence. On perusal of records it is seen that the PW1 Chief evidence was closed on 04.02.2026. It is settled law that the Eviction proceeding is a summary proceeding, which should be conducted in compliance with the rules and principles of natural justice by providing equal opportunities for the landlord and tenant. In the present case on hand, the Petitioner/Respondent had admitted the tenancy relationship between the parties in his counter filed in RLTOP No.28 of 2025, that the Petitioner/Respondent is a lawful tenant. Further dispute is raised with regard to the payment of rent and monetary transactions between the Petitioner and Respondent.

12. As the main application is filed under Section 21(2)(a) of TNRRRLT Act, this Court entertains evidence with respect to presence of registered rental agreement as prescribed under the act. Hence, this Court refers to Judgment of **Hon'ble High Court of Madras in C.R.P. Nos.662 and 664 of 2023 and C.M.P. Nos.5201 and 5203 of 2023 dated 27.03.2023, in Jata Shankar Mishra Versus Mrs.Champa Devi**, wherein it was held that in a case filed under Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Ac, 2017, Section 21(2)(a), 21(2)(b) and 21(2)(g), it was held that

“24. When the tenant or the landlord is unable to establish that there is a written agreement of tenancy between them and if the Rent Court finds that there is no such document has been filed, then there is no necessity to call a witness for examination or for cross-examination. ”

13. On application of the above ruling to the present case, it is observed that the

tenancy between Petitioner and Respondent till 31.12.2025 is admitted by the Petitioner, and no document is filed on the side of the Respondent with respect to extension of tenancy. Hence it is clear that as on date of filing of the main RLTOP petition there was no tenancy agreement alive between the Petitioner and Respondent. As there is no establishment of written tenancy agreement on the side of this Petitioner/Respondent this Court deems it fit in the interest of Justice that there is no necessity for Recall of PW1 for cross examination in the present case.

RESULT :-

14. In the result, this petition is dismissed. No 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 04th day of June 2026.

**District Munsif,
Ambattur.**

Petitioners Side and Respondents Side Witnesses and Exhibits: Nil

**District Munsif,
Ambattur.**