

IN THE COURT OF THE DISTRICT MUNSIF, THIRUVOTTIYUR

Present: Thiru.R.Revanth., B.A., L.L.B., (Hons.)

Rent controller/District Munsif,

Thiruvottiyur

Monday, this the 6th of July 2026

M.P.No. 02 of 2025

in

RLTOP.No.06/2021

1.T.Rajanarayanan

2. Meera

...Petitioners/Applicants

//Vs//

1. P.Subramanian

2. P.Lakshmanan

3. L.Navinkumar

4. Manogaran

5. L.Rajagopal

... Respondents

This petition came up on 01.07.2026 for final hearing before me in the presence of M/s.J.Joseph Stalin, E.Harini and Pavalan Babu Advocates for Petitioners/Applicants and M/s.M.Selvalingam, M.Swapnasundari and S.Priya Advocates for 1st, 4th, and 5th Respondent and 2nd and 3rd respondent set exparte in the main petition and upon hearing enquiry on both sides and having stood over for consideration till this date, this court made the following:

ORDER

This petition is filed by the Petitioner/Applicant under section 37(1)(j) of The Tamilnadu regulation of rights and responsibilities of Landlords and Tenants act 2017 (hereinafter referred to as TNRRRLT Act) r/w Order 6 Rule 17 and section 151 of CPC to permit the applicant to amend the original petition RLTOP.No.06 of 2021.

2. The averments of the petition/affidavit filed by the Petitioners/Applicants in short are as follows:

(i). The petitioners stated that this petition is filed to amend the petition RLTOP 6 of 2021 to incorporate the provision of law namely Section 21 (2)(a) in the preamble and the relevant grounds in the body of the petition. Further, they are the landlords and the 1st respondent is a tenant with respect to the petition schedule property. The tenancy is for non-residential purpose. The 1st respondent was inducted as tenant in the premises since September 1989. The rent payable by the 1st respondent is Rs.1,300/- since August 2015. The last tenancy agreement with the 1st respondent is dated 26.08.2005. The 1st respondent had failed to pay the rent since April 2020 and committed default in payment of rent.

(ii). On enquiry it came to light that the respondents 2 to 5 were inducted as tenants by the 1st respondent. The respondents 2 to 5 are subtenants having been inducted into tenancy by the 1st respondent without the written consent of the

petitioner. On account of default in payment of rent as well as on the act of unlawful subletting, the respondents were put on notice and the present original petition was filed before this court seeking for eviction. The 1st respondent having been inducted into tenancy and the last tenancy agreement having been entered with the respondent on 26.08.2005, the 1st respondent is estopped from denying the tenancy. The 1st respondent cannot deny the tenancy as well as the entitlement of the landlord to collect rents.

(iii). The present original petition was filed under the new rent control Act, namely, TNRRRLT Act. The present eviction petition is being filed under Section 21(2) (b) and (c) of TNRRRLT act. . The TNRRRLT act emphasizes on Written Agreement. He was advised to state Under Section 4 of the Act it is mandatory that the tenancy shall be only on Written Agreement after the Act came into force and in the absence of agreement as contemplated under Section 4 of the Act, the landlord shall have right to seek for possession as contemplated under Section 21 (2) (a) of the Act. The last rental agreement between the petitioners and the 1st respondent dated 26.08.2005 was for a period of 11 months. Thereafter the no fresh agreement was entered.

(iv). After the New Act came into force neither the 1st respondent nor the respondents 2 to 5 have entered into Written Rental Agreement with the 1st petitioner as contemplated under the Act even after the period prescribed under the Statute. The

petitioners can seek for order of eviction on the grounds specified under Section 21 of the Act. The present original petition is being filed of eviction on the ground of Section 21 2 (b) & (c) of the Act. Whereas in view of the fact that there is no written agreement entered into between the petitioners and the respondents after the Act came into force, the petitioners are entitled to seek for eviction on the Ground of 21 (2) (a) as well. Inadvertently, the said provision of Law was not incorporated in the original petition. As per the Act he can seek for eviction on the ground that the petitioner and respondents have not entered into written rental agreement as contemplated under the Act.

(v). The present original petition is instituted for eviction and recovery of possession and the Act confers right on the petitioners to seek for eviction under Section 21 (2)(a) of the act for non compliance of statutory requirement. Since the proceedings are already pending, it is just and necessary to incorporate Section 21 (2) (a) of the Act in the original petition to meet the ends of justice. The nature of the proceedings does not change on account of inclusion of Section 21 (2)(a) of the Act. Under these circumstances it has become just and necessary to seek for amendment in the original petition to incorporate Section 21 (2) (a) of the Act. The petitioners are seeking for the orders of this court to make necessary amendments in the original petition to incorporate the following.

1.In Paragraph 1). Particulars of violation as against which the

present application is made:-

To incorporate Section 21 (2) (a) prior to Section 21 (2)(b)

II. In Paragraph

3). Facts of the case:-

To incorporate Paragraph 3 (xiii) after 3 (xii)

3. xiii. The applicant respectfully states that the last rental agreement between the applicant and the 1st respondent is dated 26.08.2005 for a period of 11 months. Thereafter no fresh agreement was entered between them. That after the new Act came into force neither the 1st respondent nor the respondents 2 to 5 have entered into Written Rental Agreement with the applicant as contemplated under Section 4 of the Act even after the expiry of the period prescribed under the statute in view of the same, the respondents are liable to be evicted for want of written rental agreement as contemplated under the Statute and as such the applicant is seeking for orders of eviction under Section 21 (2) (a) of the The Tamilnadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017.

III. In Paragraph 4). Grounds of Relief

To incorporate Ground 4 (1) after Ground (e).

4. f). That since the petitioners and respondents does not have written rental agreement after the Act came into force as contemplated under Section 4 of the Act, the applicant is seeking for eviction and is entitled for possession as contemplated

Section 21(2) (a) of The Tamilnadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017. The amendment sought for herein to incorporate the grounds of eviction is just and essential for better appreciation of the issue and to avoid multiplicity of proceedings. The nature of the proceedings are not being changed in view of the amendment. Hence this petition.

3. The averments of the counter filed by the Respondents in short are as follows:

The respondents states that the Applicants has not come forward to this Court with clean hands to institute this Application, eviction and arrears of the rent. The petition filed by the applicants for eviction on the ground of wilful default as well as this petition claiming arrears of rent is not maintainable, since there exists no landlord and tenant relationship between the applicant and himself, the Respondent herein. The petitioner filed this amendment petition seeking to add grounds under Section 21(2)(a) of the TNRRRLT act is an abuse of process, filed with ulterior motive to delay the proceedings, and is not maintainable in law or on facts. The main petition was already posted for cross-examination of PW1 . However, the petitioner deliberately failed to appear before this Court. Instead of attending court and proceeding with the case on merits, the petitioner has now filed this amendment petition as a delaying tactic to obstruct and prolong the trial. The petitioners have not filed a single document to establish (i) ownership of the property, (ii) title deed or patta, or (iii) tax receipts.

Without such documents, their claim of landlordship or entitlement to evict is unsustainable. It is pertinent to note that there is no rental agreement, no privity of contract between the petitioners and 1st respondent. The amendment under Section 21(2)(a) contradicts the original pleadings under Sections 21(2)(b) and (c), and introduces a new and inconsistent cause of action, which is legally impermissible. Hence the respondents pray to dismiss the above petition with costs.

4. Now, the point for consideration is whether the petition filed under section 37(1) (j) of TNRRRLT Act r/w under order 6 rule 17 and section 151 of CPC is to be allowed or not?

5. The petition counter and other materials available on records were carefully perused. Both sides have not examined any witness and have not marked any Exhibits and documents.

6. Heard both sides.

7. Admittedly, the main RLTOP petition is filed for the relief of evicting the respondents from the petition premises. This petition is filed by the petitioners to amend the main RLTOP petition. According to the petitioners, they are the

landlord and the 1st respondent is a tenant with respect to the petition schedule property. The petitioners states that the tenancy is for non-residential purpose and the 1st respondent was inducted as tenant in the petition premises since September 1989. The petitioners states that the rent payable by the 1st respondent is Rs.1,300/- since August 2015. The petitioners further states that the 1st respondent failed to pay the rent since 2020 and committed default in payment of rent. The petitioners states that on enquiry it came to light that the respondents 2 to 5 were inducted as tenants by the 1st respondent and the respondents 2 to 5 are subtenants having been inducted into tenancy by the 1st respondent without the written consent of the petitioner. The petitioner states that on account of default in payment of rent as well as unlawful subletting, the respondents were put on notice and the present original petition was filed before this court for eviction.

8. The petitioner states that the last tenant agreement between the petitioners and the 1st respondent dated 26.08.2005 was for the period of 11 months and thereafter no fresh agreement was entered between them. The petitioners further states that they can seek for order of eviction on the grounds specified under section 21 of the act. The petitioners states that the present petition is filed under section 21(2)(b) and 21(2)(c) of the TNRRRLT act and in view of the fact that there is no written agreement entered into between them and the respondents after the act came into

force, they are entitled to seek for eviction on the ground of section 21 (2) (a) as well. Hence this petition is filed to make amendments in the original RLTOP petition.

9. Per contra, the 1st respondent contended that the main RLTOP petition as well as this petition is not maintainable since there exists no landlord and tenant relationship between him and the petitioners. This respondents contended that this petition is filed to prolong the proceedings and it is an abuse of process. The respondents further contended that this petition contradicts the original pleadings under section 21(2)(b) and 21(2)(c) and this petition introduces a new and inconsistent cause of action . The respondents contended that the petitioners have not come forward to this court with clean hands.

10. On perusal of records it is seen that the main RLTOP petition is filed in the year 2021 for evicting the respondents 1 to 5 on the grounds of arrears of rent and subletting under section 21(2)(b) and 21(2)(c) of TNRRRLT act. This petition is filed at the time when the main RLTOP petition is posted for PW1 cross examination. Both the 2nd and 3rd respondent have been set exparte in the main RLTOP petition and the 1st , 4th and 5th respondent filed their counter in the main RLTOP petition.

11. The main RLTOP petition is filed for the relief of eviction. Now the petitioners wants to incorporate a new ground of eviction in the main RLTOP petition. This court is of the opinion that including a additional ground of eviction which the petitioners are otherwise entitled to neither changes the cause of action nor the basic nature of the petition. No prejudice will be caused to the respondents if this petition is allowed. Hence based on the above observations this court is of the opinion that the petitioner is entitled for the relief as claimed in this petition.

In the result this petition is allowed. No costs.

Dictated directly to the steno-typist, typed by her in the computer, corrected and pronounced by me in open court, this the 6th day of July 2026.

Rent Controller /District Munsif,
Thiruvottiyur.

List of witnesses and exhibits on both side: Nil

Rent Controller /District Munsif,
Thiruvottiyur.