

IN THE COURT OF DISTRICT MUNSIF, SHENCOTTAI.

Present : **Thiru.K.N.Guru, B.A.B.L.,**

District Munsif, Shencottai.

Tuesday, the 30th day of June 2026

RLTOP. No.2/2026

(CNR.No.TNTS11-000821-2026)

Guhan

.. Petitioner / Landlord

/Vs/

Selvaraj

.. Respondent / Tenant

This petition came before me for final hearing on 23.06.2026 in the presence of Thiru. S. Subasekar, Advocate for the Petitioner. Notice was duly served to the Respondent, but there being no appearance or representation on their behalf, and after hearing petitioner side and on perusal of records, the matter was stood over for consideration till this date, and this court delivers the following:

JUDGMENT

The present petition has been filed by the petitioner seeking to evict the Respondent from the petition schedule property and recover vacant possession thereof, on the ground that the Respondent's tenancy was formally terminated with effect from 31.10.2025, and further seeking recovery of accumulated rental arrears amounting to Rs. 72,000/- from the Respondent, together with costs of the petition.

2. Petitioners Case in a Nutshell:-

The case of the Petitioner is that he is the absolute owner of the petition schedule commercial property by virtue of a registered Will executed by his mother, late Palammal. After her demise, the Respondent attorned the tenancy in favour of the Petitioner in January 2007 and has been occupying the premises for running a watch service shop on a monthly rent of Rs.2,000/-. According to the Petitioner, the Respondent committed willful default in payment of rent from January 2022 onwards, resulting in legally recoverable arrears of Rs.72,000/-. It is further contended that the building, being more than 50 years old, has become dilapidated and requires immediate demolition and reconstruction for the Petitioner's bona fide use. Despite the issuance of a legal notice terminating the tenancy and calling upon the Respondent to pay the arrears and vacate the premises, the Respondent neither complied with the demand nor handed over possession. Hence, the petition has been filed seeking eviction of the Respondent, recovery of vacant possession, arrears of rent of Rs.72,000/-, and costs.

3. Point for Consideration:**Whether this Petition is maintainable?**

i) This Court has carefully considered the pleadings, oral and documentary evidence, and the submissions made on side of the Petitioner. The primary question that arises for consideration is whether the present petition is maintainable under the provisions of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017.

ii) In the present case, the Petitioner seeks eviction of the Respondent on the grounds of willful default in payment of rent and bona fide requirement for demolition and reconstruction. It is the specific case of the Petitioner that the Respondent attained the tenancy in his favour in January 2007 after the demise of the Petitioner's mother and has been continuing as a tenant on a monthly rent of Rs.2,000/-. However, the Petitioner has not produced any duly executed and registered tenancy agreement entered into between the parties as contemplated under the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017. On the contrary, the materials on record reveal that the tenancy is admittedly not evidenced by any registered tenancy agreement.

iii) The Hon'ble Madras High Court in **Hemalatha v. Jeevanantham, C.R.P. (MD) Nos.2451 & 2439 of 2025, dated 01.06.2026**, has authoritatively held that a duly executed and registered tenancy agreement is a condition precedent for invoking the jurisdiction of the Rent Authority, Rent Court and Rent Tribunal under the Act, and that in the absence of such a registered tenancy agreement, no petition for eviction or any other relief under the Act is maintainable. The Hon'ble High Court has further held that failure to register the tenancy agreement does not extinguish the substantive rights of the parties, but relegates them to their common law remedy before the competent Civil Court.

iv) The ratio laid down in the above decision squarely applies to the facts of the present case. Since the Petitioner has failed to establish the existence of a duly

executed and registered tenancy agreement between the parties, this Court has no jurisdiction to entertain the present petition under the provisions of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017. Consequently, this petition is not maintainable before this Court. However, it is made clear that the dismissal of this petition shall not preclude the Petitioner from working out his remedies before the competent Civil Court, if so advised, in accordance with law

In the result, the Petition is dismissed as it is not maintainable. No order as to costs. However the petitioner is at liberty to file a suit for ejectment based on the same cause of action.

Dictated to the Steno-typist directly and typed by him in computer, corrected and pronounced by me in open court, this the **30th day of June 2026.**

**District Munsif,
Shencottai.**

Both sides Witnesses & Documents:

Nil.

**District Munsif,
Shencottai.**

DM Court, Shencottai,
RLTOP. No.2/2026
Draft/Fair Order
Dated. 30.06.2026