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CRP No. 2788 of 2026

IN THE HIGH COURT OF JUDICATURE AT MADRAS

**DATED: 18-08-2026**

CORAM

**THE HONOURABLE MR.JUSTICE P.B. BALAJI**

**CRP No. 2788 of 2026  
and CMP No.11503 of 2026**

1. J.Stella Mary  
D/o Antony, Flat No S1, Second Floor,  
Door No 21, M.C Sai Home, II Cross  
Street, Jayaram Nagar, Kolathur, Chennai  
600 099

Petitioner(s)

Vs

1. S.Kamalakaran  
S/o R.Selvarangan, No 117, Kavi Kalidoss  
Street, Jayaram Nagar, Kolathur, Chennai  
600 099

Respondent(s)

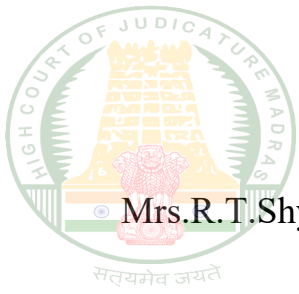
Revision Petition filed under Article 227 of Constitution of India against the fair and decreetal order made in MP No.2 of 2025 in RLTOP No.221 of 2024 dated 16.03.2026 on the file of X Judge, Court of Small Causes, Chennai.

For Petitioner(s): Mr.K.Premkumar

For Respondent(s): Mrs.R.T.Shyamala

**ORDER**

Heard Mr.K.Premkumar, learned counsel for the petitioner and



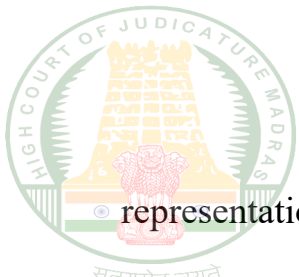
Mrs.R.T.Shyamala, learned counsel for the respondent.

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2. The matter arises under TNRRRLT Act, 2017 (Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017). as amended by Act 39 of 2018. A petition for recovery of possession was filed by the respondent invoking Section 21(2)(a) of the Act. The petitioner was set exparte and eviction order came to be passed. The petitioner attempted to set aside the exparte order for recovery of possession. However, the Rent Court has dismissed the application, as against which, the present revision is filed.

3. After hearing the counsel for the petitioner, on the last hearing, I have indicated that the substantial defence that has been taken in the grounds of revision will not in any manner assist the petitioner/tenant in defending the petition filed under Section 21(2)(a) as admittedly there is a failure to enter into a tenancy agreement as contemplated under Section 4(2) of the Act read with Section 21(2)(a) of the Act.

4. On instructions, Mr.K.Premkumar, learned counsel for the petitioner sought for reasonable time to vacate the tenanted premises and today, in pursuance of the said



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representation, an affidavit of undertaking has been filed undertaking to vacate the tenanted premises on or before 31.01.2027. The copy of the said undertaking affidavit has been served on the counsel for the respondent Mrs.R.T.Shyamala.

5. Learned counsel for the respondent states that the petitioner is in huge arrears of rent from November 2017 onwards and unilaterally and arbitrarily, the petitioner claims that he is due and payable rents only from November 2023 onwards which is not true and admitted by the petitioner. In this regard, she takes me through the averments in the RLTOP No.221 of 2024 where there is a clear reference to the default committed by the petitioner from November 2017 onwards.

6. I have carefully considered the submissions advanced by the learned counsel on either side.

7. Admittedly, the petitioner was not the original tenant inducted in the tenanted premises. According to the petitioner, her father was inducted as tenant and he died on 02.07.2022 and till such time, he was paying the rents. However, the said contention is strongly opposed by the learned counsel for the respondent/landlord



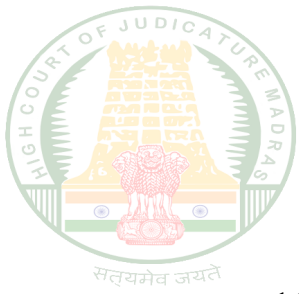
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contending that both the father and daughter are signatories to the agreement, originally entered into at the time of inception of the lease in favour of the petitioner and her father.

8. Be that as it may, today, the petitioner having lost his attempt to set aside the exparte order for recovery of possession, has now come forward to peacefully vacate and hand over vacant possession.

9. In the light of the above, considering that the father was servicing the rents even though the petitioner may have been a party to the agreement, I am inclined to direct the petitioner to pay arrears of rent from 01.07.2023 onwards till date of handing over vacant possession.

10. The arrears of rent payable from 01.07.2023 upto 31.08.2026 shall be paid in two equal instalments, the first instalment shall be paid on or before 30.09.2026 and the second instalment shall be paid on or before 31.10.2026. If there is any default committed in payment of any instalments, it is open to the respondent to approach this Court seeking for recalling the time granted upto 31.01.2027.



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11. The petitioner shall pay the future rent of Rs.12,000/-(Rupees Twelve Thousand Only) per month on or before 10<sup>th</sup> of the same month in advance.

12. With the above direction, the civil revision petition is disposed of. No costs. Consequently, connected miscellaneous petition is closed.

18.08.2026

sr  
Index:yes/no  
Website:yes/no  
Speaking Order/Non-speaking Order

To

X Court of Small Causes, Chennai.



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