



C.R.P.(MD)No.1293 of 2025

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: **10.03.2026**

CORAM

THE HONOURABLE **MR.JUSTICE V.LAKSHMINARAYANAN**

C.R.P.(MD)No.1293 of 2025

and

C.M.P.(MD)Nos.6744 and 20262 of 2025

N.S.Varalakshmi

... Petitioner

vs.

P.A.Punithavathi

... Respondent

PRAYER: Civil Revision Petition filed under Article 227 of the Constitution of India to set aside the decree and judgment dated 28.02.2025 in R.T.A.No.15 of 2023 on the file of 1st Additional District Judge, Madurai, confirming the decree and judgment in R.L.T.O.P.No. 1 of 2020, dated 25.07.2022 on the file of District Munsif, Madurai Taluk, by allowing this Civil Revision Petition.

For Petitioner : Mr.N.Mariappan

For Respondents : Mr.K.Sudalayandi

ORDER

The Civil Revision Petitioner is the tenant. The respondent is the landlord.



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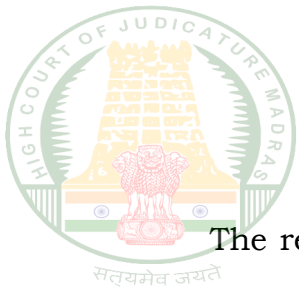
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2. For the sake of convenience, the parties shall be referred to as landlord and tenant.

3. The landlord filed R.L.T.O.P.No.1 of 2020 invoking Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act of 2017, (hereinafter referred to as TNRRRLT Act) before the District Munsif cum Rent Court, Madurai Taluk. She invoked Section 21(2)(a) of the Act.

4. It is the case of the landlord that the tenant has to pay a monthly rent of Rs.4,000/-. The tenancy was for residential purposes. She alleged that the tenant had paid rents till November 2019 and defaulted in payment of rents thereafter. She sent a notice to the tenant on 16.12.2019. The tenant received the notice but did not respond to the same. The tenant, instead, filed a suit in O.S.No.68 of 2019 seeking relief of permanent injunction restraining the landlord from dispossessing her except by due process of law. Urging that no agreement had been entered into between the landlord and tenant, as required under Section 4(1) of the TNRRRLT Act, the landlord sought eviction.

5. The tenant was served with summons. She filed a counter.



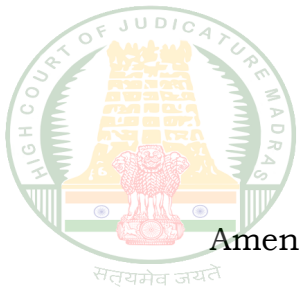
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The relationship between the landlord and tenant was admitted. The tenant had pleaded that there was no default and that, the tenant had been paying rents as and when they were due without any default.

6. The learned Rent Court, took up the application for disposal, finding that there was no agreement between the landlord and tenant as required under Section 4(2) it ordered eviction on 25.07.2022. Aggrieved by the same, the tenant preferred an appeal in R.L.T.A.No. 15 of 2023. That proceeding too met with the same fate. Pending the RLTA, the tenant filed an application in I.A.No.2 of 2023 to receive additional documents. That application too was dismissed while dismissing the main R.L.T.A on 28.02.2025. Aggrieved by the order of eviction, the present revision.

7. I heard Mr.N.Mariappan for the Civil Revision Petitioner/tenant and Mr.K.Sudalayandi for the Respondent/landlord.

8. Mr.N.Mariappan urged that the R.L.T.O.P itself is not maintainable, since under Section 4(2) of TNRRRLT Act, a period of 575 days from the date of commencement of the Act, is given to the landlord and tenant to enter into a tenancy agreement in respect of an existing tenancy, when an agreement was not entered into earlier. He points out that Section 4(2) was amended vide Tamil Nadu



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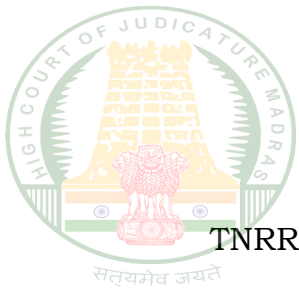
Amendment Act 3 of 2020 with effect from 20.09.2019 granting time to the landlord and tenant till May, 2021 to enter into an agreement.

However, the R.L.T.O.P itself was filed in January 2020. In fine, the plea of Mr.N.Mariappan is that, on the date on which the petition was presented, the R.L.T.O.P was premature. Hence, eviction ought not to have been granted. He states that this aspect had not been properly construed by the Courts below and hence their findings are perverse and require interference in the exercise of revisional jurisdiction under Article 227 of the Constitution of India.

9. Mr.K.Sudalayandi points out that admittedly between the landlord and tenant, there is no agreement either in 2019 or as of today. He states that the building is losing its utility value day by day as the tenant is not maintaining the same in a proper manner. He further states that the landlord is a near senior citizen and would like to see the end of the litigation at least during her lifetime. He pleads that the revision is based on false grounds and hence, the same may be dismissed and the eviction order be confirmed.

10. I have carefully considered the submissions of both sides and gone through the records.

11. Mr.N.Mariappan is right that in terms of Section 4(2) of the

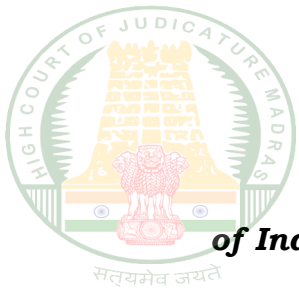


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TNRRRLT Act, the landlord and tenant had been given 575 days to enter into an agreement in terms of Section 4(1). The proviso to Section 4(2) makes it clear that, in case, the landlord or tenant do not enter into an agreement as contemplated under Section 4(1), then either the landlord or the tenant is entitled to file an application before the Rent Court seeking termination of the tenancy. In other words, both the landlord and tenant are entitled to invoke Section 21(2)(a) of the Act.

12. The purpose of Section 4(2) was to give a breathing time to the landlord and tenant to enter into a written agreement as contemplated under Section 4(1). This was because under the erstwhile Tamil Nadu Buildings (Lease and Rent Control) Act, 1960, the tenancy did not require a written agreement. Since there was a positive change in the substantive law of tenancy and as all substantive laws are prospective in operation, time was granted to the parties to put their affairs in order.

13. Had the tenant challenged the maintainability of the R.L.T.O.P at the earliest point of time, the point raised by Mr.N.Mariappan could have been considered. More than 6 years have lapsed and till date, no agreement has been entered into. It has been settled by the Supreme Court in **Vithalbai (p) Ltd . v. Union Bank**

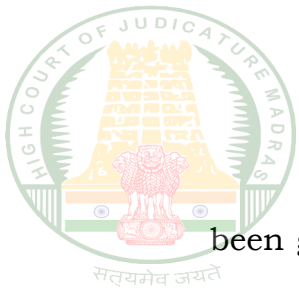


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of India, (2005) 4 SCC 315 that where on the date of presentation of a suit, there is no cause of action, but during the pendency of the proceeding, if cause of action accrues, the benefit of such cause of action should be given to the plaintiff. In coming to this conclusion, the Supreme Court had confirmed the order of this Court in **(Vaddadi) Butchiraju & Others v. Doddi Seetharamayya & Others, 1925 SCC Online Mad 425**, which had held to the very same effect.

14. As no tenancy agreement has been entered into between the landlord and tenant even as on today, though as regards to the date of presentation of the R.L.T.O.P, Mr.N.Mariappan would have some point to urge, I am not willing to accede to the said request as on today.

15. There is another difficulty which MrN.Mariappan faces. No plea had been raised as regards the maintainability of the eviction petition when it was originally presented. Sitting in revision, this Court cannot permit a party to raise an entirely new plea without a pleading. The landlord cannot be taken by surprise. The manner of proceedings under the Rent Appellate Court are not informed by the Code of Civil Procedure, but by adherence to the principles of natural justice. It is one of the fundamental principles of natural justice that a point cannot be put against another person, unless and until, he had



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been given an opportunity to meet the point. If the maintainability of the petition had been raised in 2020, perhaps, the landlord would have withdrawn the petition and waited for a period of 575 days to expire and would have filed a fresh petition thereafter. Having participated in the proceedings whole heartedly from 2020 till date, I am not in a position to accede to Mr.N.Mariappan's claim that the landlord did not have cause of action on the date in which the petition was presented.

16. In the light of the above discussion, I do not find any merits in the revision. The same is **dismissed**. No costs.

17. At this stage, Mr.N.Mariappan states that the tenant has been residing in the property for decades and requires some time to move to an alternate accommodation. Being a residential property, I am inclined to grant four months time to the tenant to vacate and handover peaceful possession of the property, subject to the tenant filing an affidavit of undertaking before this Court by **17.03.2026**.

18. The affidavit of undertaking must state that tenant will clear the arrears of rent, if any and will pay the entire amount for a period of 4 months in advance. She shall also states that she will not put in any third party in possession of the property and will handover the



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possession of the demised premises to the landlord, without forcing the landlord to move an application for execution.

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19. Call on for filing of undertaking affidavit on 17.03.2026.

Index :Yes / No
Internet :Yes / No
NCC :Yes / No
Nsr

10.03.2026

To:

1. The 1st Additional District Judge, Madurai.
2. The District Munsif, Madurai Taluk.



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V.LAKSHMINARAYANAN, J.

Nsr

Order made in
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