

W.P.(MD)No.21369 of 2025

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 05.08.2025

CORAM:

THE HONOURABLE MR.JUSTICE C.SARAVANAN

W.P.(MD)No.21369 of 2025

Mohan

... Petitioner

-VS-

1.The Regional Manager,
The Tamil Nadu State Marketing Corporation (TASMAC),
Madurai.

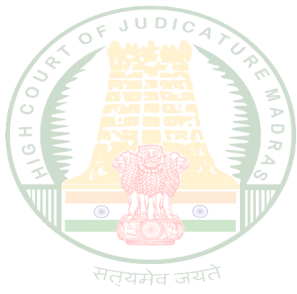
2.The District Manager,
The Tamil Nadu State Marketing Corporation (TASMAC),
Tirunelveli District.

... Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India, to issue a Writ of Mandamus, directing the second respondent to vacate the Shop No.10686 from the building bearing Door No.272, Puliyankudi Municipality, situated in Re.Sy.Nos.156/1 and 156/2 of Puthukkudi Village, Thirumalai Nayakkan Taluk, Tenkasi District and consider the representation dated 20.11.2025 and hand over the possession to the petitioner forthwith.

For Petitioner : Mr.A.Balakrishnan

For Respondents : Mr.Sivanesan
Standing Counsel



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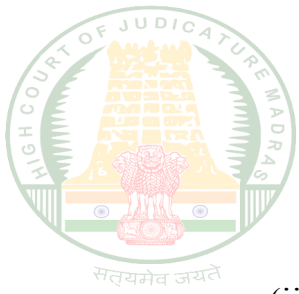
ORDER

The petitioner has filed this Writ Petition for a Mandamus, to direct the second respondent to vacate the premises.

2. The specific case of the petitioner is that the petitioner had leased out the property for a period of one year by a rental agreement dated 28.05.2019. The agreement, which would have come to an end on 27.05.2020. Despite the same, the second respondent is continuing to retain the shop of the petitioner even though the petitioner has not renewed the lease agreement for the subsequent period.

3. The learned Standing Counsel for the respondents, on the other hand, placed reliance on few decisions of this Court, wherein it has been stated that the petitioners therein should work out the remedy before the Civil Court. In this connection, the following decisions of this Court were referred to.

(i) **N.Sindhal vs. The Senior Regional Manager, TASMAL, Madurai and two others** [W.P.(MD)No.6356 of 2023, dated 24.03.2023]



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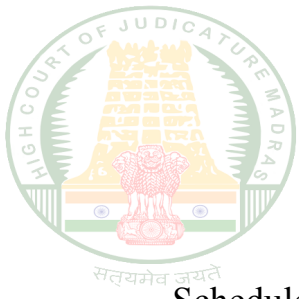
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(ii) J.R.Sivaperumal vs. The Regional Manager, TASMAL, Madurai and two others [W.P.(MD)No.16459 of 2023, dated 07.08.2023]

(iii) K.B.Durairaj vs. The District Manager, TASMAL, Pudukottai and two others [W.P.(MD)No.24544 of 2023, dated 27.11.2023]

4. In other words, the submission of the learned Standing Counsel for the respondents is that the petitioner ought to have worked out the remedy under the provisions of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, read with the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Rules, 2019. The said Act came into force on 22.02.2019.

5. The rental agreement between the petitioner and the second respondent, dated 28.05.2019, was for a period of one year. Sub-section (3) of Section 4 of the above Act mandates that every agreement referred to in sub-sections (1) and (2), as well as any written tenancy agreement entered into before the commencement of the Act, shall be registered with the Rent Authority by either the landlord or the tenant by submitting an application in the prescribed Form specified in the First



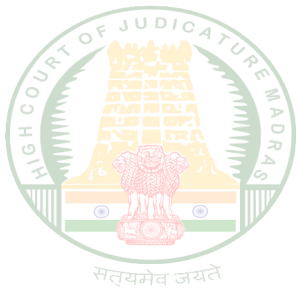
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Schedule, within such time as may be prescribed. Furthermore, Section 4-A of the Act provides that no document required to be registered under sub-section (3) of Section 4 shall unless it has been duly registered,-

- (a) affect any immovable property comprised therein; or
- (b) confer any power to adopt; or
- (c) be received as evidence of any transaction affecting such property or conferring any right.

6. This Court, in the case of **S.Muruganandam vs. J.Joseph** reported in **2022 SCC OnLine Mad 375** [C.R.P. (NPD)No.3056 of 2021 etc. batch, dated 25.01.2022], held that tenancy agreements falling outside the purview of the Act must be enforced through remedies available before the Civil Court and not under the provisions of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017. The relevant portion of the said decision reads as under:-

"38. Sub Section 3 of Section 5 also creates a situation where the provisions of the Act cannot be invoked by the landlord, despite the fact that the tenant is in possession of the property. If we are to conclude that in respect of situations enumerated as Nos.5 and 6 above, the landlord



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cannot invoke the New Act, then the remedy of the landlord has to be essentially before a Civil Court under the general Law namely the Transfer of Property Act. As could be seen from the object of the enactment, the Fast Track eviction proceedings will not be available to such landlords."

39. Insofar as CRP NPD Nos.3056, 3062 and 3094 of 2021 are concerned in all these cases, the tenancy has admittedly commenced or has been renewed after coming into force of an Act by way of an unregistered instrument and the tenancy had also expired now. In such cases, it is clear to my mind that in the absence of a written agreement and the tenancy having expired, the landlords cannot invoke the provisions of the New Act, but they will have to resort to the general law."

7. The respondents, being a State monopoly in the liquor business, had admittedly taken the premises on rent for the purpose of vending alcoholic beverages under the provisions of the Tamil Nadu Prohibition Act, 1937 and the Rules made thereunder. However, this statutory position does not entitle the respondents to continue occupying the premises beyond the agreed lease period.



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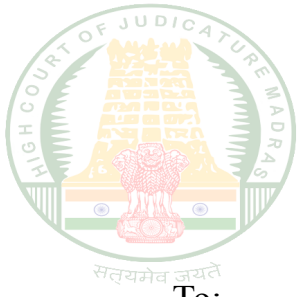
8. Once the lease period has expired, the respondents have no legal right to retain possession of the petitioner's property. Even in the event of a civil suit, the respondents would be required to vacate the premises, as there are no exceptional circumstances justifying its continued occupation. It is not disputed that the property stands in the name of the petitioner. At best, the petitioner may be required to initiate proceedings for recovery of possession before the competent Civil Court. However, in the facts and circumstances of the present case, I see no justification in relegating the petitioner to the remedy of filing a civil suit, which would only result in unnecessary delay in the recovery of the property.

9. Accordingly, this Writ Petition is disposed of with a direction to the first respondent to take appropriate steps to vacate the premises and to hand over and deliver possession of the property back to the petitioner, within a period of three months from the date of receipt of a copy of this order.

10. This Writ Petition stands disposed of with the above observations. No costs.

NCC : Yes / No
Index : Yes / No
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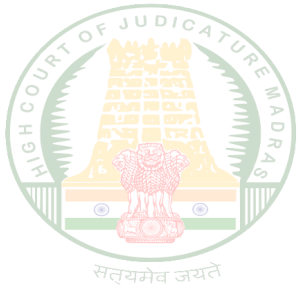


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To:-

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Madurai.
- 2.The District Manager,
The Tamil Nadu State Marketing Corporation (TASMAC),
Tirunelveli District.



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C.SARAVANAN, J.

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