

C.R.P.(MD)Nos.3446 and 3447 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)Nos.3446 and 3447 of 2025

and

C.M.P.(MD)No.18637 of 2025

C.R.P.(MD)No.3446 of 2025:

1.Venklataraj Traders,  
a partnership firm Represented  
through one of its partner Sridhar,  
Venkatraj traders,  
Door No.71, West Masi Street,  
Madurai – 625 001.

2.Sridhar

3.Rajamurali

4.Ravi

5.Pradeep Sakthi

6.Harish Kumar

... Petitioners

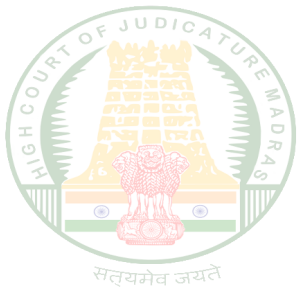
vs.

1.Shanmugasundaram

2.Palaniandhavar

... Respondents

**PRAYER:** Civil Revision Petition filed under Article 227 of the Constitution of India to set aside the fair and decreetal order dated 02.08.2025 in I.A.No.2 of 2025 in R.L.T.O.P.No.21 of 2024 on the file of the Principal District Munsif, Madurai Town, by allowing this Civil Revision Petition.



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C.R.P.(MD)Nos.3446 and 3447 of 2025

For Petitioner : Mr.N.Mariappan

For Respondents : Mr.V.N.Arjun for  
Mr.Vallinayagam

C.R.P.(MD)No.3447 of 2025:

1.Venklataraj Traders,  
a partnership firm Represented  
through one of its partner Sridhar,  
Venkatraj traders,  
Door No.71, West Masi Street,  
Madurai – 625 001.

2.Sridhar

3.Rajamurali

4.Ravi

5.Pradeep Sakthi

6.Harish Kumar

... Petitioners

vs.

1.Shanmugasundaram

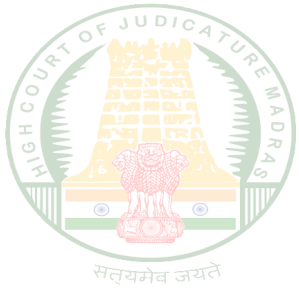
2.Palaniandhavar

... Respondents

**PRAYER:** Civil Revision Petition filed under Article 227 of the Constitution of India to set aside the fair and decreetal order dated 02.08.2025 in I.A.No.3 of 2025 in R.L.T.O.P.No.21 of 2024 on the file of the Principal District Munsif, Madurai Town, by allowing this Civil Revision Petition.

For Petitioner : Mr.N.Mariappan

For Respondents : Mr.V.N.Arjun for  
Mr.Vallinayagam



C.R.P.(MD)Nos.3446 and 3447 of 2025

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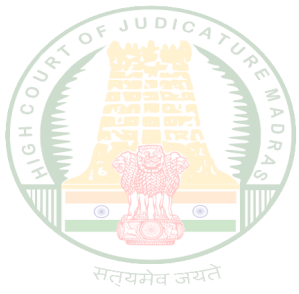
**COMMON O R D E R**

Heard Mr.N.Mariyappan for the petitioner and Mr.V.N.Arjun, for Mr.N.Vallinayagam for the respondent.

2. These Civil Revision Petitions challenge the order passed by the learned Principal District Munsif, Madurai in I.A.No.2 and I.A.No.3 of 2025 in R.L.T.O.P.No.21 of 2024, dated 02.08.2025.

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

4. The landlord approached the Rent Court under the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, seeking eviction. He sought eviction on multiple grounds. The first ground being that the landlord and tenant had failed to enter into an agreement, as required, under Section 4(2) of TNRRRLT Act. The second ground being that the premises is required for rebuilding, as addition or alteration cannot be carried out without the premises being vacated. The last ground being that the tenant sublet the property to a third party.



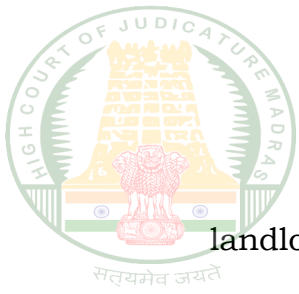
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5. The tenant had filed a detailed counter denying the said allegations.

6. Considering the pleas of the respective parties, the learned Rent Controller felt that recording of evidence, in a summary manner, was essential. Consequently, the landlord entered the witness box and deposed as PW1 on 05.06.2025. On his side, the landlord marked Ex.P.1 to Ex.P.4. The matter was listed for cross examination on 10.06.2025.

7. On that day, the Counsel for tenant requested the Court that the matter be adjourned to another day, so as to enable him to cross examine PW1. It is averred that the Court had called upon the Counsel for tenant to bring the counsel for the landlord, before granting, adjournment. Post lunch session, the Counsel for the tenant was held up before this Court. Hence, he was not in a position to cross examine P.W.1. When he rushed to the rent Court at about 3.45 PM., he came to know that the evidence of P.W.1 had been closed and the matter was listed for evidence on the side of the tenant.

8. Immediately on 23.06.2025, he filed two petitions in I.A.No.2 and I.A.No.3 of 2025 seeking orders of the Court to re-open the side of landlord and to recall P.W.1. The learned trial Judge called upon the



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landlord to file a counter. The landlord filed a counter stating that even when the proof affidavit was served on the Counsel for the tenant, it was informed that landlord is proceeding to Netherlands and hence, it would not be possible for him to be present before the Court after the first week of June. It was further averred that the tenant had been keeping away from the Court, only in order to drag on the matter and to delay the proceedings.

9. The learned Rent Court cum Principal District Munsif, Madurai considered the affidavit petition and the judgment of this Court in ***Thennarasu vs Anita Nalliah (CRP(PD).No.2532 of 2021, dated 05.08.2022)***. He held that the cross examination of P.W.1 cannot be held to be an inherent right, in cases of non-existence of a registered agreement and consequently dismissed the applications. Aggrieved by the same, the present revisions.

10. Mr.N.Mariappan relying upon the very same judgment, referred to by the learned trial Judge, invites my attention to the tabular column setforth by the learned Judge in Paragraph No.8 and urges that the learned Trial Judge had referred only to that corresponding portion of the judgment which relates to Section 21(2) (a) and not with respect to scope of cross examination under 21(2)(e). Hence, he pleads that the order is vitiated. He further states that he



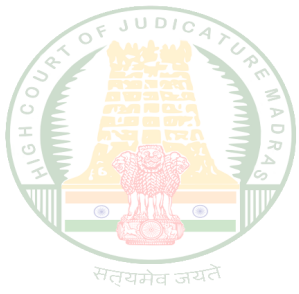
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could not be present on that day to cross examine P.W.1., on account of pressing work he had before the High Court.

11. *Per Contra*, Mr.V.N.Arjun urges that the intention of the tenant is to only to indefinitely squat on the property. He states that, admittedly, there is no written agreement between the landlord and tenant after the notified date. He relies upon a judgment of this Court in ***V.S.Mohan vs Sarath Naseera and others [C.R.P(PD).No.782 of 2023, dated 30.07.2024]***, to urge that in case of Section 21(2)(a), no question of cross examination arises. Hence, he pleads the dismissal of the revision.

12. I have carefully considered the submissions on both sides and gone through the records.

13. I agree with Mr.V.N.Arjun that if an eviction petition is filed only under Section 21(2)(a) of the Act, no question of cross examination arises. The axe falls the minute the landlord shows to the Court that no agreement as required under Section 4(1) exists between the landlord and tenant. Fortunately for Mr.N.Mariappan, the petition is not confined to Section 21(2)(a) alone. In addition to Section 21(2)(a), the landlord has sought eviction on the grounds of Section 7 and Section 21(2)(e).



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14. Section 7 is a provision which prohibits sub-letting of the demised premises by the tenant to a third party. Section 21(2)(e) more or less corresponds to Section 14(1)(b) of the erstwhile Tamil Nadu Buildings (Lease and Rent Control) Act, 1960. The relaxation granted under Section 21(2)(e) is that the landlord need not prove his bona fides or his financial capacity as required under the old provision. Nonetheless, he still has to prove to the satisfaction of the Court that the building is in such a condition that it cannot be repaired or rebuilt unless and until the premises is vacated.

15. On the aspect of Section 7 and Section 21(2)(e), the tenant, under certain circumstances, would be entitled to cross examine the landlord to demonstrate that there is no subletting or that the building is not in such a condition that the tenant has to be vacated in order to carry out the repairs or re-building.

16. An additional factor which goes in favour of the tenant is that, the landlord, having entered the witness box and marking documents, though it is a summary procedure and there is no inherent right for cross examination, in case the tenant does not cross examine the landlord, despite an opportunity having been granted by the Court, the evidence given by the landlord would go uncontroverted



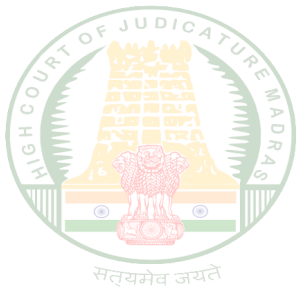
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and would have the result of being deemed to have been admitted.

That will put the tenant in an extremely unenviable position.

17. It is not as if the tenant had not taken steps to engage a Counsel to cross examine P.W.1. The affidavit reads that the Counsel had made the request for adjournment on two occasions on the same day to the Court. It was not granted, since P.W.1 was ready to depart for Netherlands. The Counsel giving priority to the High Court, had rushed here to conduct the matter. By the time he went back, the evidence had been closed. The absence of the Counsel at the time when it was called for the third time can be considered as a substantial ground for re-opening the evidence. In this part of the country, cross examination is carried on through the assistance of a lawyer. The parties do not conduct the said exercise.

18. When this aspect is pointed out, Mr.V.N.Arjun states the proceedings is of the year 2024 and the landlord is suffering on account of pendency. He prays that, in the event of this Court setting aside the order, some direction may be given to the Rent Court to dispose of the RLTOP at an early date. I find this request reasonable. Mr.N.Mariappan too states that he will cooperate with the Rent Court for early disposal.



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19. In the light of the above discussion, the Civil Revision Petitions are **allowed**, with the following directions:

(i) The order passed in I.A.No.2 and I.A.No.3 of 2025 in R.L.T.O.P.21 of 2024 dated 02.08.2025 is set aside.

(ii) Both the Counsel agree that P.W.1 will be present in Court on **18.03.2026**. P.W.1 will be cross examined in full on **18.03.2026**. The cross examination will be confined to Section 7 and Section 21(2)(e) alone. In other words, the tenant cannot question the landlord on Section 21(2)(a).

(iii) Once the evidence of P.W.1 is over, the Respondent evidence must be concluded by **17.04.2026**.

(iv) After hearing the arguments of both sides, the Rent Court shall pronounce the judgment in R.L.T.O.P.No.21 of 2024 itself by **30.04.2026**.

The learned District Munsif cum Rent Court, Madurai shall act on a web copy of this order and shall not wait for a certified copy to be received by the said Court. No costs. Consequently, the connected miscellaneous petition is closed.

Index :Yes / No

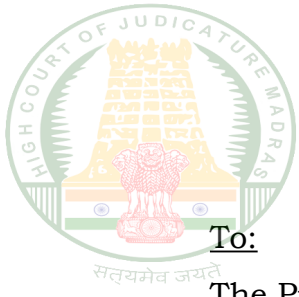
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NCC :Yes / No

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Note: Upload order copy by 12.03.2026.

**10.03.2026**

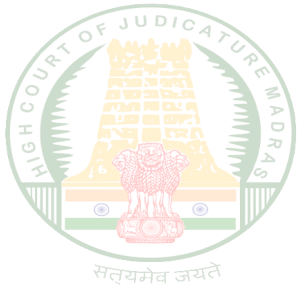


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To:

The Principal District Munsif, Madurai

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**V.LAKSHMINARAYANAN, J.**

Nsr

Order made in  
C.R.P(MD)Nos.3446 and 3447 of 2025

10.03.2026