



CRP(MD). No.3427 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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Dated : 06.01.2026

CORAM

THE HONOURABLE MR. JUSTICE N.SENTHILKUMAR

CRP(MD). No.3427 of 2025

and

CMP(MD) No.18573 of 2025

A.Chokkareeswari

... Petitioner

Vs

M.Rajesh

... Respondent

PRAYER :-Civil Revision Petition filed under Article 227 of the Constitution of India, to set aside the fair and decreetal order dated 02.09.2025 passed in I.A.No.2 of 2024 in RLTOP.No.1 of 2023 on the file of the learned District Munsif, Melur.

For Petitioner : Mr.S.Sugumaran

For Respondent : Mr.R.Suriya Narayanan

ORDER

This Civil Revision Petition has been filed challenging the order dated 02.09.2025 made in I.A.No.2 of 2024 in RLTOP.No.1 of 2023 on the file of the learned District Munsif, Melur.



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2.The petitioner is the tenant and the respondent is the landlord.

The respondent/landlord has filed RLTOP.No.1 of 2023 before the District Munsif Court, Melur, seeking eviction against the petitioner/tenant on the ground of wilful default in payment of rent. Pending RLTOP., the petitioner/tenant filed an application in I.A.No.2 of 2024 seeking rejection of such RLTOP. The Court below, by order dated 02.09.2025, dismissed the said petition. Challenging the same, the present Civil Revision Petition has been filed.

3.The learned counsel for the petitioner would submit that the petitioner's grandfather, namely, Vellakaruppan Ambalam had executed a sale deed in favour of the petitioner and his brother on 18.05.2001 and on the basis of the same, the petitioner is having right over the property and is residing in the premises. He would further submit that already a suit in O.S.No.168 of 2011 was filed by the petitioner's uncle against the respondent for the relief of partition before the Sub Court, Melur.

4.It is the further submission of the learned counsel for the petitioner that the petitioner has filed the present Civil Revision Petition



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only on the legal premise under Section 4(2) r/w 21(2)(b) of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, which mandates that tenancies created before the commencement of the Act without prior written agreement, must have a written agreement signed within a specified period (455 days from the date of commencement of Act) and failure to do so by either party, gives the right to other party to seek termination of the tenancy. However, the respondent initiated the proceedings as against the petitioner only on the ground of wilful default.

5.He further submits that the reason for not seeking the relief under that provision is that under Section 4(2) of the Act, a period of 575 days had been granted to enter into the tenancy agreement in the absence of any prior agreement. Since the tenancy agreement was not made between the parties, the proceedings initiated by the respondent without any agreement for tenancy between the petitioner and the respondent is not at all maintainable. The said issue raised before the trial Court was not properly adjudicated. Accordingly, he prays for appropriate orders.

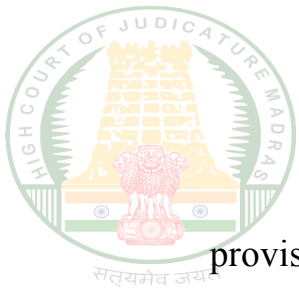


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6.Per contra, the learned counsel for the respondent submits that the present eviction petition has been filed on the ground of non payment of rent in terms of Section 21(2)(b) of the Act, wherein the provision makes it clear that if the tenant has not paid the arrears in full of rent and other charges payable, within a period of one month of notice of demand for the arrears and all charges payable being served on him by the landlord in the manner provided in sub-section (4) of section 106 of the Transfer of Property Act, 1882, the landlord is entitled to seek for eviction. In the present case, since the petitioner has not paid the rent regularly, the respondent/landlord has initiated the eviction proceedings.

7.He further submits that since the petitioner is a tenant, she has to seek for entering into agreement under the provisions of Section 4(2) of the Act within a period of 575 days. However, she has neither filed any petition nor issued any notice to the respondent/landlord for entering into tenancy agreement. He would further submit that as per Section 21(2)(a) of the Act also, where, the tenant fails to execute or renew a temporary agreement within the time stipulated as per Section 4 of the Act, the landlord is entitled to seek eviction against the tenant. Therefore, the said



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provision is not available to the petitioner to seek any relief, in fact, it is in favour of the respondent and the said issue was elaborately considered by the trial Court and the same needs no interference.

8. Heard the learned counsel on either side and perused the records.

9. The facts in the present case are not in dispute and the relationship of the petitioner/tenant and the respondent/landlord is also not in dispute. The main issue now raised by the learned counsel for the petitioner is that without entering into any written agreement, the respondent has initiated eviction proceedings, which is in violation of section 4(2) of the Act. However, when there are two provisions available, the landlord has established one provision for eviction before the trial Court and therefore, the petitioner cannot plead for tenancy agreement under Section 4(2) of the Act.

10. On a perusal of Section 4(2) of the Act, it is clear that the landlord and the tenant shall enter into an agreement with regard to the tenancy within a period of 575 days from the date of commencement of



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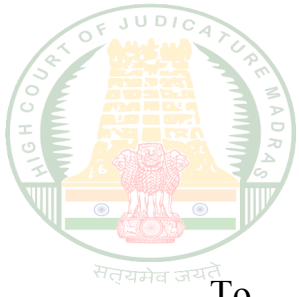
the Act. Admittedly, the Act came into force on 20.02.2019 and the limitation period of 575 days expired on 19.09.2020. Before that, if the landlord or the tenant fails to enter into an agreement under Section 4(2) of the Act, the landlord or tenant shall have the right to apply for termination of the tenancy under Section 21(2)(b) of the Act.

11.In the present case, the rent control proceedings was initiated in the year 2023. The petitioner was having sufficient time to have the tenancy agreement executed. However, the petitioner has not taken any steps to execute the agreement. Having failed to have the tenancy agreement executed within the time prescribed under the Act, the plea now raised by the petitioner, is not sustainable. In such view of the matter, the order impugned herein cannot be interfered with.

12.In fine, this Civil Revision Petition is dismissed. No costs. Consequently, connected miscellaneous petition is closed.

Speaking : Yes / No
NCC : Yes / No
Internet : Yes / No
Index : Yes / No

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N.SENTHILKUMAR, J.

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