

**INTERNATIONAL JOURNAL OF LAW
MANAGEMENT & HUMANITIES**
[ISSN 2581-5369]

Volume 9 | Issue 4

2026

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Locked Out of Fast-Track Justice: The Registration Trap Under Section 4 of the TNRRRLT Act, 2017

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ABSTRACT

The Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 promised a substantial improvement on the rent control regime of 1960 by creating specialised Rent Courts and Rent Tribunals bound to a ninety-day timeline for disposal. Section 4, however, requires every tenancy to be reduced to writing and registered before an application can be entertained, and that single requirement has become a serious source of delay. Where the landlord's agreement is oral, unregistered or expired, tenants routinely contend that the Rent Court lacks jurisdiction, and the forum spends a year or more on a threshold question before reaching the merits. If the objection succeeds, the landlord must begin again in the ordinary civil courts, where a suit for possession following termination under the Transfer of Property Act, 1882 can take years more. This paper argues that Section 4, as it is presently enforced, defeats the purpose of the fast-track system it was meant to serve. It proposes that non-registration be treated as a defect curable by a monetary penalty rather than as a ground for outright dismissal, so that applications may proceed promptly while the disincentive to non-registration is preserved and the growing backlog is eased.

Keywords: *TNRRRLT Act 2017, Section 4, Rent Court Jurisdiction, Unregistered Rent Agreement, Procedural Delay, Summary Procedure*

I. INTRODUCTION

A. From a tenant-protective statute to a contract-driven one

For fifty-nine years the relationship between landlords and tenants of buildings in Tamil Nadu was governed by the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960.¹ The statute belonged to an emergency lineage. Rent control in the erstwhile Madras Presidency began with the Rent Control Order of 1941, promulgated as a temporary wartime measure to curb arbitrary eviction and to regulate rents at a time of acute housing scarcity; the Order was given statutory form in 1946, extended repeatedly, and finally replaced by the more comprehensive

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¹ The Tamil Nadu Buildings (Lease and Rent Control) Act, 1960, Tamil Nadu Act No. 18 of 1960 (repealed).

code of 1960.² The design of that code was accordingly protective. It shielded tenants against unfair landlords, sudden increases in rent and abrupt eviction.

Two devices carried the protection. The first was fair rent, a figure fixed by the Rent Controller by reference to the cost of construction of the building rather than to its market value.³ The second was the security of a tenant who continued in occupation after the contractual term had run out; such a tenant could be evicted only on one of the grounds enumerated in the statute, and only after a full trial.⁴

As Tamil Nadu became one of the most urbanised and commercially active states in the country, the protective design began to work against the market it regulated.

Withdrawal of stock. Landlords became reluctant to let at all. Many preferred to keep buildings vacant rather than accept a tenant who could not realistically be removed.

Deterioration of the building stock. With rents fixed by reference to historical construction cost, landlords had little financial incentive to maintain or repair let premises.

Accumulation of litigation. Disputes went before Rent Controllers who, in practice, followed procedures as elaborate as those of the ordinary civil courts. Although the 1960 Act was designed for summary adjudication, the Madras High Court has since observed that it became procedurally cumbersome, that the evidentiary burden it placed on landlords in eviction proceedings often approached the rigour of a criminal trial, and that the result was protracted litigation in which landlords spent much of their lives trying to recover possession.⁵

Against that background the State enacted the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, which was brought into force on 22 February 2019.⁶ Tamil Nadu was the first State to legislate on the lines of the Model Tenancy Act circulated by the Union Government, the repeal of existing rent control legislation having been recommended as a condition of the Housing for All mission.⁷ The 2017 Act did not amend the earlier regime. It repealed the 1960 Act outright, saving only proceedings already pending

² *Hemalatha v. Jeevanantham*, C.R.P. (MD) Nos. 2451 and 2439 of 2025, paras. 3-5 (Mad. H.C., Madurai Bench, June 1, 2026) (Jayachandran and Ramakrishnan, JJ., order of the Court delivered by Ramakrishnan, J.) (unreported), certified copy available on the Madras High Court judgment portal at <https://mhc.tn.gov.in/judis/index.php/casestatus/viewpdf/2081752>.

³ The Tamil Nadu Buildings (Lease and Rent Control) Act, 1960, s. 4 (fixation of fair rent).

⁴ *Id.* s. 10 (grounds on which a tenant may be evicted).

⁵ *Hemalatha* (n 2), para. 6.

⁶ The Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, Tamil Nadu Act No. 42 of 2017 [hereinafter TNRRRLT Act], brought into force on February 22, 2019. See *Hemalatha* (n 2), para. 7.2 (recording that the date of effect was notified as February 22, 2019); the date of July 26, 2019 appearing at para. 67.2 of the same judgment is inconsistent with that recital and with the notified date.

⁷ *Hemalatha* (n 2), paras. 7, 7.1 (setting out the Statement of Objects and Reasons of the 2017 Act).

at commencement,⁸ and it extends to the urban areas of the State.⁹ The shift was one of principle: from a statute that protected the sitting tenant to one in which the written agreement between the parties is the primary source of their rights.

B. The fast-track forums

The principal achievement of the 2017 Act was institutional. It created three bodies intended to keep tenancy disputes away from the ordinary civil courts. The Rent Authority is an officer not below the rank of Deputy Collector, appointed by the Collector, who registers tenancy agreements and exercises a limited adjudicatory jurisdiction of his own. The Rent Court is headed by a Presiding Officer drawn from the State Judicial Service. The Rent Tribunal hears appeals through benches headed by Appellate Members drawn from the State Higher Judicial Service.¹⁰ In practice the Government has largely designated existing courts as Rent Courts, as the statute permits it to do.¹¹ Registration of agreements, the issue of a registration number and the publication of tenancy particulars on the Authority's website are functions of the Rent Authority.¹²

To prevent the new forums from reproducing the delays of the old, the Act equipped them with a distinct procedure. The Rent Court and the Rent Tribunal are not bound by the Code of Civil Procedure, 1908. They are guided by the principles of natural justice, may regulate their own procedure, and proceed upon an application supported by affidavits, followed by a reply, a rejoinder and such summary inquiry as the Court considers necessary, with the evidence of witnesses given by affidavit unless the interests of justice require oral examination.¹³ The Rent Court is not ordinarily to allow more than three adjournments at the instance of a party, and must record reasons and order costs if it does.¹⁴ Above all, applications on most of the statutory grounds of eviction are to be decided within ninety days of filing, and applications on two of those grounds within thirty days.¹⁵ An appeal to the Rent Tribunal is to be disposed of within one hundred and twenty days of service of notice on the respondent.¹⁶

⁸ TNRRRLT Act, s. 47 (repeal of the 1960 Act, with a saving for proceedings pending at commencement).

⁹ *Id.* s. 1(2) (the Act extends to all urban areas of the State of Tamil Nadu).

¹⁰ *Id.* ss. 30, 32 and 35, as substituted by the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants (Amendment) Act, 2018, Tamil Nadu Act No. 39 of 2018, s. 18. The Amendment Act substituted Chapters VI and VII of the principal Act and renumbered the provisions relating to the Rent Authority, the Rent Court and the Rent Tribunal; qualifications are prescribed by ss. 32(4) and 35(3).

¹¹ TNRRRLT Act (n 6), s. 32, first and second provisos.

¹² *Id.* s. 4(3) to (6).

¹³ *Id.* s. 36(1) and (2).

¹⁴ *Id.* s. 36(5).

¹⁵ *Id.* s. 36(6)(a) (ninety days from the filing of an application under clauses (a), (b), (c), (e), (f) and (h) of s. 21(2)); s. 36(6)(b) (thirty days for applications under clauses (d) and (g)).

¹⁶ *Id.* s. 38(2).

It is the ninety-day promise that made the 2017 Act attractive to owners and investors, who could expect a dispute over possession or arrears to be resolved within a single quarter.

C. The gatekeeper at the entrance

The Act also placed a checkpoint at the entrance to the machinery it had built. Section 4(1), as substituted in 2018, provides that notwithstanding anything contained in the Act or in any other law for the time being in force, no person shall, after the commencement of the Act, let or take on rent any premises except by an agreement in writing.¹⁷

Sub-section (2) applies the requirement to tenancies created before commencement. Where no written agreement exists, the landlord and the tenant are to enter into one within a window that the legislature extended twice, from ninety days to two hundred and ten days and finally to five hundred and seventy five days from commencement.¹⁸ Sub-section (3) then requires every agreement under sub-section (1) or sub-section (2), and every written tenancy agreement already in existence at commencement, to be registered with the Rent Authority. The Authority is to register it within thirty days, provide a registration number and publish the particulars on its website.¹⁹

The reasoning behind the requirement is intelligible. If every tenancy is written down and carries a registration number, the Rent Court need not spend time establishing whether a tenancy exists, what rent was agreed or when the term ends. The registered document answers those questions at once and leaves the Court free to pass an order for eviction or recovery within the ninety-day window.

D. The argument

The argument of this paper is that the requirement has become a trap. Rather than accelerating adjudication, it has produced a standoff that adds to the very backlog the Act was meant to reduce.

The pattern is familiar. Where the landlord seeks eviction and the tenancy is oral, or rests on an unregistered writing, or on a registered agreement that has expired without renewal, the tenant raises a threshold objection. The objection, framed on the reasoning of Order VII Rule 11 of the

¹⁷ *Id.* s. 4(1), as substituted by Tamil Nadu Act No. 39 of 2018, s. 3.

¹⁸ *Id.* s. 4(2), as amended by the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants (Amendment) Act, 2019, Tamil Nadu Act No. 22 of 2019, s. 3 (substituting two hundred and ten days for ninety days), and by the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants (Amendment) Act, 2020, Tamil Nadu Act No. 3 of 2020, s. 2 (substituting five hundred and seventy five days).

¹⁹ *Id.* s. 4(3), (4) and (6).

Code of Civil Procedure, 1908 even though the Code does not bind the Rent Court, is that in the absence of a registered agreement under Section 4 the forum has no jurisdiction at all.

The preliminary contest. Instead of deciding the substantive dispute, most often arrears of rent, within ninety days, the Rent Court is drawn into a jurisdictional argument that can occupy the file for a year or more before the merits are reached.

Rejection. Where the objection succeeds, the application is rejected as not maintainable. In *S. Muruganandam v. J. Joseph* a learned Single Judge classified tenancies into six categories and held that the requirement of a registered instrument could not be said to be universal in its application; but he also held that where a tenancy created or renewed after commencement rests on an unregistered instrument and has since expired, and where there is no written agreement at all, the landlord cannot invoke the Act and must resort to the general law, the fast-track process being unavailable to him.²⁰ That qualified position has since been overtaken. In *Hemalatha v. Jeevanantham* a Division Bench, to which the question had been referred in order to resolve a conflict between Single Bench decisions of the same Court, held that a registered tenancy agreement is a gate pass to the provisions of the Act, that in its absence no application is maintainable before the Rent Authority, the Rent Court or the Rent Tribunal, and that all precedents taking a contrary view by invoking equitable principles to confer jurisdiction are liable to be declared per incuriam and stand overruled.²¹ The Bench directed that matters already pending should not be dismissed solely for want of registration, but that no application be entertained thereafter unless a duly registered agreement accompanies it.²²

Relegation. Once shut out of the Rent Court, the landlord's only course is a fresh suit for possession in an ordinary civil court that is already congested.

The outcome inverts the purpose of the reform. Under the 1960 Act a landlord holding an oral tenancy could still approach the Rent Controller and obtain an order for eviction on proof of wilful default in payment of rent. Under the 2017 Act, which was intended to be faster, the absence of a registered document excludes him from the specialised forum altogether.

The incentive that this creates is perverse. A tenant who declines to execute or renew a registered agreement, and then stops paying rent, knows that the landlord has no summary remedy against

²⁰ *S. Muruganandam v. J. Joseph*, C.R.P. (NPD) Nos. 3056, 3061, 3062, 3063, 3067 and 3094 of 2021, paras. 20-23.d, 27-29 (Mad. H.C. Feb. 4, 2022) (Subramanian, J.), 2022 LiveLaw (Mad) 63.

²¹ *Hemalatha* (n 2), paras. 1-2 (the reference having been made to resolve a divergence between Single Bench decisions on the necessity of a registered tenancy agreement), 66, 67.1-67.6. Para. 67.6 reads: "All precedents taking a contrary view, by invoking equitable principle to confer jurisdiction, are liable to be declared per incuriam and stand overruled."

²² *Hemalatha* (n 2), para. 68(ii), (iii) and (v).

him. A statute written to deliver relief in ninety days has, in this class of case, become a source of delay.

II. HOW THE DEADLOCK WORKS

A. Registration and the effect of non-registration

Two registration regimes have to be kept apart. Under Section 17(1)(d) of the Registration Act, 1908 only leases of immovable property from year to year, for a term exceeding one year, or reserving a yearly rent require compulsory registration.²³ The eleven-month lease, renewed as often as necessary, was the standard device for staying outside that requirement and outside the stamp duty and registration fee that attend it. Section 4 of the 2017 Act removes the distinction. Registration before the Rent Authority is mandatory irrespective of whether the tenancy runs for more than a year.²⁴

The consequence of failing to register is spelt out not in the Registration Act but in the 2017 Act itself. Section 4-A, inserted by the Amendment Act of 2018, provides that no document required to be registered under Section 4(3) shall, unless it has been registered, affect any immovable property comprised in it, confer any power to adopt, or be received in evidence of any transaction affecting such property or conferring any right.²⁵ The wording tracks Section 49 of the Registration Act almost exactly, with one omission that matters. Section 49 carries a proviso permitting an unregistered document to be received as evidence of a collateral transaction; Section 4-A carries no proviso at all.²⁶ Whatever room the general law leaves for an unregistered writing to prove the character of possession, the special Act leaves none on its own terms, and proof of the jural relationship between landlord and tenant is in any event the foundation of the claim rather than a collateral question.

It is equally important to record what Section 4 does not require. The Division Bench in *Hemalatha* held that there is no independent obligation to register a tenancy agreement under the general law, on payment of stamp duty and before the registering officer under the Registration Act, so far as the enforceability of rights under the special Act is concerned.²⁷ The gate is therefore entirely of the 2017 Act's own construction, which is what makes it a matter for the legislature rather than for the courts.

²³ The Registration Act, 1908, Act No. 16 of 1908, s. 17(1)(d).

²⁴ *Hemalatha* (n 2), para. 66 (registration before the authority constituted under the Act is mandatory irrespective of whether the tenancy is for a period exceeding one year).

²⁵ TNRRRLT Act (n 6), s. 4-A, inserted by Tamil Nadu Act No. 39 of 2018, s. 3.

²⁶ The Registration Act, 1908 (n 23), s. 49 and the proviso thereto.

²⁷ *Hemalatha* (n 2), para. 66 (there is no independent requirement to register such agreements under the general law by payment of stamp duty and before the registering authority under the Registration Act, so far as the enforceability of rights under the special Act is concerned).

B. Threshold objections and the cost of delay

Section 36(1) declares that the Rent Court is not bound by the Code of Civil Procedure. Tenants nonetheless invoke the reasoning of Order VII Rule 11, under which a plaint barred by law is to be rejected,²⁸ and argue that an application unsupported by a registered agreement is barred by Section 4. The argument was resisted early. In *Shanmugam Balakumar v. S. Balajee* a learned Single Judge held that where the parties are in dispute on a ground specified in Section 21 the Rent Court must decide the matter on its merits and cannot reject the application by invoking Order VII Rule 11.²⁹ After *Hemalatha* that answer is no longer available where the objection is one of non-registration.

Whatever its ultimate fate, the objection has to be disposed of before the substantive dispute can be taken up, and it is here that the promise of summary justice breaks down. Notice must issue, a reply and a rejoinder must be filed, arguments on statutory interpretation must be heard and a reasoned order must be written, all before the arrears of rent that provoked the application are examined.

The order on the objection is itself appealable to the Rent Tribunal,³⁰ and an order of the Rent Court or the Rent Tribunal may be carried to the Madras High Court in the exercise of its power of superintendence under Article 227 of the Constitution.³¹ Both of the decisions discussed above reached the High Court by civil revision petitions filed years after the applications were first presented. Each tier freezes the principal proceeding. In place of the statutory ninety days the parties may spend several years on a question that has nothing to do with the rent.

C. Relegation to the ordinary civil courts

If the Rent Court holds that it cannot entertain the application, the landlord does not lose his rights in the property; he loses his forum. He must determine the tenancy by notice under Section 106 of the Transfer of Property Act, 1882 and sue for possession before an ordinary civil court.³²

That places him in precisely the position the 2017 Act was designed to spare him.

Full procedural formality. The civil court applies the Code of Civil Procedure in its entirety, with none of the relaxations of Section 36.

²⁸ The Code of Civil Procedure, 1908, Act No. 5 of 1908, Ord. VII, r. 11(d).

²⁹ *Shanmugam Balakumar v. S. Balajee*, C.R.P. (PD) Nos. 976 and 977 of 2020 (Mad. H.C. July 14, 2020) (Govindaraj, J.), discussed in *S. Muruganandam* (n 20), para. 19.

³⁰ TNRRRLT Act (n 6), s. 38(1).

³¹ INDIA CONST. art. 227.

³² The Transfer of Property Act, 1882, Act No. 4 of 1882, s. 106.

A full trial. Issues must be framed, witnesses examined and cross-examined, documents proved and final arguments heard.

Delay at both stages. A contested suit for possession is commonly measured in years rather than months, and a decree for possession must then be executed under Order XXI of the Code.³³ The contrast with the special Act is stark: an execution application before the Rent Court is to be disposed of within thirty days of service of notice on the opposite party,³⁴ a discipline that Order XXI does not impose.

The distribution of burdens is difficult to defend. A landlord whose agreement is unregistered or has lapsed is consigned to years of ordinary litigation, while the tenant who declined to register remains in occupation, frequently without paying rent, for the duration.

III. REFORMATIVE PROPOSALS

A. A penalty in place of outright dismissal

The remedy lies in amendment. Non-registration should be treated as a defect capable of being cured on payment, not as a defect that destroys the proceeding.

The model already exists in the law of stamps. An instrument that is not duly stamped is inadmissible, but it is not irretrievably so. On impounding, it may be received in evidence on payment of the deficient duty together with a penalty which, where it exceeds the statutory minimum, is a sum equal to ten times that duty.³⁵ Section 4-A of the 2017 Act could be qualified in the same way. Where an application is presented without a registered agreement, the Rent Court would not reject it, but would receive the agreement on condition that the defaulting party pay a penalty fixed by reference to the registration fee that ought to have been paid, for example ten times that fee.

Payment would regularise the agreement for the purposes of the proceeding. Jurisdiction would be preserved, the application would proceed on its merits without a preliminary contest, the fiscal disincentive to non-registration would be sharpened rather than blunted, and the State would recover revenue it does not presently collect.

B. What remains open in the meantime

Until Section 4-A is amended, the room for judicial accommodation is narrow, and *Hemalatha* has narrowed it deliberately. Two things nevertheless remain.

³³ The Code of Civil Procedure, 1908 (n 28), Ord. XXI.

³⁴ TNRRRLT Act (n 6), s. 39(3).

³⁵ The Indian Stamp Act, 1899, Act No. 2 of 1899, ss. 33 and 35, proviso (a).

Pending matters. The Division Bench expressly directed that concluded cases should not be reopened on the question of registration, and that matters pending before the Rent Authority, the Rent Court, the Rent Tribunal or in revision be decided on their merits and not dismissed solely for want of registration.³⁶ The forums should give that direction its full effect rather than read it narrowly.

Tenancies that have run out. Where a registered agreement has expired and the tenant remains in occupation, Section 5(3) already deems the tenancy renewed from month to month on the same terms for a maximum of six months.³⁷ Within that window the landlord may still invoke the Act on the grounds available under Section 21(2), other than the ground of failure to execute an agreement.³⁸ The window is short, and once it closes the occupant ceases to be a tenant under the Act and the landlord is back before the civil court. Lengthening that period, or empowering the Rent Court to evict an occupant who holds over after a registered tenancy has expired, would remove a large part of the present difficulty without disturbing the registration requirement itself. That too is a matter for the legislature.

IV. CONCLUSION

The 2017 Act was a sound idea. It set out to modernise the rental market in Tamil Nadu and to deliver quick and even-handed outcomes, and in its institutional design it largely succeeded. But by making a registered agreement an absolute condition of access under Section 4, and by omitting from Section 4-A the saving that the general law of registration has always carried, it created an exit for the party least interested in a prompt hearing.

The Division Bench in *Hemalatha* has now settled the construction of the provision, and has settled it against the landlord who has not registered.³⁹ The consequence is that the difficulty can no longer be softened by interpretation. If the Act is to keep its promise of summary relief, the legislature must convert non-registration from a jurisdictional bar into a monetary default, so that a defect of form is answered by a penalty rather than by the loss of a forum. A statute drafted to close the door on delay should not leave it open to the party who profits from it.

³⁶ *Hemalatha* (n 2), para. 68(ii).

³⁷ TNRRRLT Act (n 6), s. 5(3), as substituted by Tamil Nadu Act No. 39 of 2018, s. 4.

³⁸ *S. Muruganandam* (n 20), paras. 23.a-23.c.

³⁹ *Hemalatha* (n 2), para. 69.