



# **TAMIL NADU**

**Judicial Services Exam**

**CIVIL JUDGE  
(Junior Division)**

**Tamil Nadu Public Service Commission**

**Volume - 4**



# TAMIL NADU JUDICIAL SERVICES

## CONTENTS

<b>1.</b>	<b>The Specific Relief Act, 1963</b>	<b>(Pg. 1)</b>
	PART - I : Preliminary	1-4
	PART - II : Specific Relief	5-35
	Ch. I - Recovering Possession of Property	5-8
	Ch. II - Specific Performance of Contracts	9-25
	Ch. III - Rectification of Instruments	26
	Ch. IV - Rescission of Contracts	27-30
	Ch. V - Cancellation of Instruments	31-33
	Ch. VI - Declaratory Decrees	34-35
	PART - III : Preventive relief	36-42
	Ch. VII - Injunctions	36-37
	Ch. VII - Perpetual Injunctions	38-42
<b>2.</b>	<b>Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017</b>	<b>(Pg. 20)</b>
	Ch. I Preliminary	
	Ch. II Tenancy	
	Ch. III Rent	
	Ch. IV Obligations of Landlord and Tenant	
	Ch. V Repossession of the Premises by the Landlord	
	Ch. VI Rent Courts and Rent Tribunals	
	Ch. VII Appointment of Rent Authorities, Their Powers and Functions	
	Ch. VIII Miscellaneous	
<b>3.</b>	<b>The Criminal Law Amendment Act, 1932</b>	<b>(Pg. 45)</b>
<b>4.</b>	<b>The Information Technology Act, 2000</b>	<b>(Pg. 52)</b>
	Ch. I Preliminary	
	Ch. II Digital Signature and Electronic Signature	
	Ch. III Electronic Governance	
	Ch. IV Attribution, Acknowledgment and Dispatch of Electronic Records	
	Ch. V Secure Electronic Records and Secure Electronic Signatures	
	Ch. VI Regulation of Certifying Authorities	
	Ch. VII Electronic Signature Certificates	
	Ch. VIII Duties of Subscribers	
	Ch. IX Penalties, Compensation and Adjudication	
	Ch. X The Cyber Appellate Tribunal	
	Ch. XI Offences	

	Ch. XII	Intermediaries Not to Be Liable In Certain Cases	
	Ch. XII-A	Examiner of Electronic Evidence	
	Ch. XIII	Miscellaneous	
5.		<b>The Negotiable Instruments Act, 1881</b>	<b>(Pg. 109)</b>
6.		<b>The Protection of Children from Sexual Offences Act, 2012</b>	<b>(Pg. 160)</b>
	Ch. I	Preliminary	
	Ch. II	Sexual Offences Against Children	
	Ch. III	Using Child For Pornographic Purposes and Punishment Therefor	
	Ch. IV	Abetment of and Attempt to Commit an Offence	
	Ch. V	Procedure for Reporting of Cases	
	Ch. VI	Procedures for Recording Statement of The Child	
	Ch. VII	Special Courts	
	Ch. VIII	Procedure and Powers of Special Courts and Recording of Evidence	
	Ch. IX	Miscellaneous	
7.		<b>The Tamil Nadu Buildings Act, 1960</b>	<b>(Pg. 84)</b>
8.		<b>Transfer of Property Act, 1882</b>	<b>(Pg. 220)</b>
	Ch. I	Preliminary	1-4
	Ch. II	Transfers of Property by Act of Parties	5-53A
	Ch. III	Sales of Immovable Property	54-57
	Ch. IV	Mortgages of immovable property and charges	58-104
	Ch. V	Leases of Immovable Property	105-117
	Ch. VI	Exchanges	118-121
	Ch. VII	Gifts	122-129
	Ch. VIII	Transfers of actionable claims	130-137

**Tamil Nadu Regulation of Rights and  
Responsibilities of Landlords and  
Tenants Act**

**Tamil Nadu Regulation of Rights and Responsibilities of Landlords  
and Tenants Act, 2017  
(Act No. 42 of 2017)**

**CHAPTER I  
Preliminary**

**1. Short title, extent and commencement**

- (1) This Act may be called the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017.
- (2) It shall extend to all urban areas of the State of Tamil Nadu.
- (3) It shall come into force on such date as the Government may, by notification, appoint and different dates may be appointed for different provisions of this Act: Provided that the Government may, by notification, exclude any area or units or class of buildings from the operation of this Act or any provision thereof.

**2. Definitions**

In this Act, unless the context otherwise requires,-

- (a) "agreement" or "tenancy agreement" means the written agreement executed by the landlord and the tenant as required under this Act;
  - (b) "Government" means the State Government;
  - (c) "landlord" means a person who, for the time being is receiving, or is entitled to receive, the rent of any premises, whether on his own account, or on account of, or on behalf of, or for the benefit of, any other person or as a trustee, guardian or receiver of any person or who would so receive the rent or be entitled to receive the rent, if the premises were let to a tenant, and shall include his successor-in-interest;
  - (d) "local authority" means,-
    - (i) a town panchayat or municipality constituted under the Tamil Nadu District Municipalities Act, 1920 (Tamil nadu Act V of 1920);
    - (ii) a municipal corporation established under any law for the time being in force;  
and
    - (iii) a cantonment board constituted under the Cantonments Act, 2006 (Central Act 41 of 2006);
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- (e) "person with disability" has the same meaning as assigned to it in clause (s) of section 2 of the Rights of Persons with Disabilities Act, 2016 (Central Act 49 of 2016);
- (f) "premises" means any building or part of a building which is, or is intended to be, let separately for the purpose of residence or for commercial or for educational use, except for industrial use and includes-
- (i) the garden, grounds and out-houses, if any, appertaining to such building or part of the building;
  - (ii) any fitting to such building or part of the building for the more beneficial enjoyment thereof, but does not include hotel, lodging house, dharamshala or inn, or the like;
- (g) "prescribed" means prescribed in the rules made under this Act;
- (h) "property manager" means a person or company who is employed by the landlord to manage the premises and who represents the landlord in his dealings with the tenant;
- (i) "Rent Authority" means an officer appointed under section 38;
- (j) "Rent Court" means a Rent Court constituted under section 31;
- (k) "rent payable" in relation to any premises means the rent as per section 8;
- (l) "Rent Tribunal" means the Rent Tribunal constituted under section 32;
- (m) "Schedule" means the Schedule to this Act;
- (n) "tenant" means a person by whom or on whose account or behalf the rent of any premises is, or, but for a contract express or implied, would be payable for any premises and includes any person occupying the premises as a sub-tenant and also, any person continuing in possession after the termination of his tenancy whether before or after the commencement of this Act; but shall not include any person against whom any order or decree for eviction has been made;
- (o) "Urban Area" means the areas that fall under the jurisdiction of either the Municipal Corporation or the Municipality or the Town Panchayat or the Cantonment Board, as the case may be.

### **3. Act not to apply to certain premises.**

Nothing in this Act shall apply to-

- (a) any premises owned or promoted by the Central or State Government or Local Authority or a Government undertaking or enterprise or a statutory body or cantonment board;
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- (b) premises owned by a company, university or organization given on rent to its employees as part of service contract;
- (c) any premises owned by religious or charitable institutions as may be specified by the Government, by notification;
- (d) any premises owned by Waqf registered under the Waqf Act, 1995 (Central Act 43 of 1995) or to any trust registered under the Indian Trusts Act, 1882 (Central Act 02 of 1982);
- (e) any other building or category of buildings specifically exempted in public interest by the Government, by notification: Provided that any owner of the premises falling under clauses (a) to (d) wishes that the tenancy agreement entered into by them be regulated under the provisions of this Act, they may inform the Rent Authority of their desire to do so at the time of information of the tenancy agreement under section 4 of this Act.

## CHAPTER II

### Tenancy

#### 4. Tenancy Agreement

- (1) Notwithstanding anything contained in this Act or any other law for the time being in force, no person shall, after the commencement of this Act, let or take on rent any premises except by an agreement in writing, which shall be informed to the Rent Authority by the landlord and tenant jointly, in the form specified in the First Schedule.
  - (2) Where, in relation to a tenancy created before the commencement of this Act,-
    - (a) an agreement in writing was already entered into, it shall be informed to the Rent Authority;
    - (b) no agreement in writing was entered into, the landlord and the tenant shall enter into an agreement in writing with regard to that tenancy, and inform the Rent Authority, in the form specified in the First Schedule: Provided that where the landlord and the tenant fail to present jointly a copy of tenancy agreement under clause (a) or fail to reach an agreement under clause (b), such landlord and the tenant shall separately file the particulars about such tenancy.
  - (3) Every agreement referred to in sub-section (1) or required to be executed under sub-section (2) shall be in such manner and within such period as may be prescribed.
  - (4) The Rent Authority, after receiving such information about tenancy agreement, shall register the agreement and provide a registration number to the parties.
  - (5) Information provided under sub-section (1) and (2) shall be taken as evidence of facts relating to tenancy and matters connected therewith and in its absence, any statement in the agreement shall not be received as evidence of the facts in any court of law.
  - (6) The Rent Authority shall upload the details of all tenancies along with the registration number provided under sub-section (4), in the form and manner as may be prescribed, on its website within fifteen days of the allotment of the registration number.
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## 5. Period of tenancy

- (1) All tenancies entered into after the commencement of this Act shall be for a period as agreed between the landlord and the tenant and as specified in the tenancy agreement.
- (2) The tenant may approach the landlord for renewal or extension of the tenancy, within the period agreed to in the tenancy agreement, prior to the end of tenancy period and if agreeable to the landlord may enter into a new tenancy agreement with the landlord on mutually agreed terms and conditions.
- (3) If a tenancy for a fixed term ends and has not been renewed or the premises have not been vacated by the tenant at the end of such tenancy, the tenancy shall be deemed to be renewed on a month-to-month basis on the same terms and conditions as were in the expired tenancy agreement, for a maximum period of six months.

## 6. Inheritability of tenancy

- (1) Save as provided in sub-section (2), the tenancy shall cease immediately after the death of the tenant.
- (2) In the event of the death of a tenant, the right of tenancy of residential and non-residential premises shall devolve for the remaining period of tenancy to his successors in the following order:-
  - (a) spouse;
  - (b) sons/unmarried daughters;
  - (c) parents;
  - (d) daughter-in-law being the widow of a predeceased son: Provided that the successor had been ordinarily living or working in the premises with the deceased tenant upto his death.

## 7. Restriction on subletting

- (1) After the commencement of this Act, no tenant shall, without the previous consent in writing of the landlord,-
    - (a) sublet whole or part of the premises held by him as a tenant;
    - (b) transfer or assign his rights in the tenancy agreement or any part thereof.
  - (2) Where the premises are sublet as provided in sub-section (1), the tenant shall inform the landlord the date of commencement or termination of sub-tenancy, as the case may be, within one month of the commencement or termination.
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## CHAPTER III

### Rent

#### 8. Rent payable

The rent payable in relation to a premises shall be,-

- (a) in case of new tenancies entered into after the commencement of this Act, the rent agreed to between the landlord and the tenant at the commencement of the tenancy;
- (b) in case of tenancies entered into before the commencement of this Act, after the expiry of twelve months from the commencement of this Act, rent payable shall be as provided in clause (a), and-
  - (i) the landlord shall intimate the tenant two months prior to the expiry of the said twelve months about the revision in rent, if required;
  - (ii) in the absence of an agreement between the landlord and the tenant on the rent payable as provided in clause (a), the landlord shall have the option to terminate the tenancy as per clause (a) of sub-section (2) of section 21.

#### 9. Revision of rent

- (1) Revision of rent between the landlord and the tenant shall be as per the terms set out in the tenancy agreement.
  - (2) Save as agreed in the agreement, the landlord shall give a notice in writing three months before the revised rent becomes due.
  - (3) If a tenant who has been given notice of an intended increase of rent under sub-section (2), fails to give the landlord notice of termination of tenancy, the tenant shall be deemed to have accepted whatever rent increase has been proposed by the landlord.
  - (4) In case the premises has been let for a fixed term, rent may not be increased during the currency of the tenancy period unless the amount of increase or method of working out the increase is expressly set out in the tenancy agreement.
  - (5) No tenant shall directly or indirectly sublet or assign, whole or part of the premises for a rent that is higher than the rent or the proportionate rent charged by the landlord to the tenant.
  - (6) Where the landlord, after the commencement of tenancy and with agreement with the tenant has incurred expenditure on account of improvement, addition
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or structural alteration in the premises occupied by the tenant, which does not include repairs necessary to be carried out under section 15, the landlord may increase the rent of the premises by an amount as agreed between the landlord and the tenant, prior to the commencement of the work and such increase in rent shall become effective from one month after the completion of work.

- (7) Where after the rent of a premises has been agreed or fixed, there has been a decrease or diminution or deterioration of accommodation or housing services in the premises, the tenant may claim a reduction in the rent and may approach the Rent Authority in case of conflict.
- (8) The landlord may, either restore the premises and the housing services as at the commencement of tenancy or agree for a reduction in rent.

### **10. Rent Authority to fix or revise rent.**

The Rent Authority, on an application made by the landlord or tenant, shall fix or revise, as the case may be, the rent and other charges payable by the tenant and also fix the date from which the revised rent becomes payable.

### **11. Security deposit**

- (1) Save an agreement to the contrary, it shall be unlawful to charge a security deposit in excess of three times the monthly rent.
- (2) The security deposit shall be refunded to the tenant within one month after vacation of the premises, after making due deduction of any liability of the tenant.
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## CHAPTER IV

### ***Obligations of Landlord and Tenant***

#### **12. Agreement to be given to the tenant**

After the tenancy agreement has been signed by both the landlord and tenant, the landlord shall give one original signed and registered agreement to the tenant within fifteen days of the agreement being signed by them in the manner as may be prescribed.

#### **13. Receipt to be given for rent paid**

- (1) Every tenant shall pay rent and other charges payable within the stipulated period as in the tenancy agreement.
- (2) Every tenant who makes payment of rent or other charges payable or advance towards such rent or other charges to his landlord, shall be entitled, against acknowledgement, to obtain forthwith from the landlord or his property manager, a written receipt for the amount paid to him, signed by the landlord or his property manager.

#### **14. Deposit of rent with the Rent Authority.**

- (1) Where the landlord does not accept any rent and other charges payable or refuses to give a receipt, the rent and other charges shall be sent to the landlord by postal money order or any other method as may be prescribed consecutively for two months, and if the landlord does not accept the rent and other charges within the said period, then, the tenant shall deposit the same with the Rent Authority.
  - (2) Whenever there is *bona fide* doubt about the person or persons to whom the rent is payable, the tenant shall deposit such rent and other charges with the Rent Authority.
  - (3) On deposit of the rent and other charges, the Rent Authority shall investigate the case and pass an order based on facts of the case.
  - (4) The withdrawal of rent and other charges deposited under sub-section (1) or sub-section (2), as the case may be, shall not operate as an admission against the person withdrawing it to the correctness of rent or any other fact stated by the tenant.
  - (5) Any rent and charges not withdrawn for five years by any person entitled to withdraw shall be forfeited by the Government.
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## **15. Repair and maintenance of property**

- (1) Notwithstanding any contract in writing to the contrary, the landlord and the tenant shall be bound to keep the premises in as good a condition as at the commencement of the tenancy, except for normal wear and tear, and shall be responsible for the respective repairs and maintenance as specified in the Second Schedule.
- (2) In case of common facilities shared among the tenants or with the landlord, the respective responsibilities of each tenant and landlord shall be specified in the tenancy agreement.
- (3) In the event of tenant's refusal to carry out the scheduled or agreed repairs, the landlord shall get the repairs done and deduct the amount from the security deposit.
- (4) In case the landlord refuses to carry out the scheduled or agreed repairs, the tenant can get the work done and deduct the same from monthly rent: Provided that in no case will the deduction from rent in any one month exceed fifty per cent of the agreed rent for one month.
- (5) In case the premises is uninhabitable without the repairs and the landlord has refused to carry out the required repairs, after being called upon to get the repairs done in writing by the tenant, the tenant shall have the right to abandon the premises after giving landlord fifteen days notice in writing or by approaching the Rent Authority.

## **16. Tenant to look after the premises**

During the tenancy, the tenant shall. -

- (a) not intentionally or negligently damage the premises or permit such damage;
- (b) notify the landlord of any damage as soon as possible;
- (c) take reasonable care of the premises and its contents and keep it reasonably habitable having regard to its condition at the commencement of tenancy and the normal incidence of living.

## **17. Entry with notice**

- (1) A landlord or the property manager may enter a premises in accordance with written notice given to the tenant at least twenty-four hours before the time of entry under the following circumstances, namely:-
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- (a) to carry out repairs or replacement or do or get work done in the premises;
  - (b) to carry out an inspection of the premises for the purpose of determining whether the premises is in a habitable state;
  - (c) for any other reasonable reason for entry specified in the tenancy agreement.
- (2) The written notice shall specify the reason for entry, the day and time of entry between 7.00 A.M. to 8.00 P.M.

### **18. Information about the property manager**

In case the landlord has hired a property manager, the landlord shall provide the tenant, the following information, namely:-

- (a) property manager's name;
- (b) the proof that he is agent of the landlord and employed by the landlord;
- (c) if the property manager is a company, name of the company, employee who can be contacted in relation to the tenancy agreement.

### **19. Role and responsibilities of property manager.**

The functions of the property manager may include the following, namely:-

- (a) collection of rent against receipt;
- (b) getting essential repairs done on behalf of the landlord;
- (c) inspection of the premises, from time to time;
- (d) giving notices to tenant for-
  - (i) proper maintenance of the premises;
  - (ii) delay in payment of rent;
  - (iii) revision of rent;
  - (iv) vacation of premises; and
  - (v) renewal of tenancy;
- (e) help in resolution of disputes among tenants and between landlord and tenant;
- (f) any other matters relating to tenancy.

### **20. Cutting off withholding essential supply or service.**

- (1) No landlord or tenant either by himself or through any person shall cutoff or withhold any essential supply or service in the premises occupied by the tenant or the landlord.
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- (2) In case of contravention of sub-section (1) and on complaint from the tenant or the landlord, as the case may be, the Rent Authority, after examining the matter, may pass an interim order directing the restoration of supply of essential services immediately pending the inquiry referred to in sub-section (3).
- (3) The Rent Authority shall conduct an inquiry against the complaint made by the landlord or the tenant, as the case may be, and complete the inquiry within one month of filing of such complaint.
- (4) The Rent Authority may also levy a penalty on the person responsible for cutting off or withholding the essential supply, which may extend to an amount of loss or damage as may be prescribed.
- (5) The Rent Authority may direct that compensation be paid to the landlord or tenant if it finds that the complaint was made frivolously or vexaciously.

**Explanation.** - For the purpose of this section, essential services includes supply of water, electricity, lights in passages, lifts and on staircases, conservancy, parking, communication links, sanitary services and the like.

## CHAPTER V

### ***Repossession of the Premises by the Landlord***

#### **21. Repossession of the Premises by the Landlord.**

- (1) A tenant shall not be evicted during the continuance of tenancy agreement except in accordance with the provisions of sub-section (2).
- (2) The Rent Court may, on an application made to it in the manner as may be prescribed, make an order for the recovery of possession of the premises on one or more of the following grounds, namely:-
  - (a) that the landlord and tenant have failed to agree to the rent payable under section 8;
  - (b) that the tenant has not paid the arrears in full of rent payable and other charges payable as specified in sub-section (1) of section 13 for two months, including interest for delayed payment as may be specified for in the tenancy agreement or as prescribed, as the case may be, within one month of notice of demand for the arrears of such rent 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 (Central Act 4 of 1982): Provided that no order for eviction of the tenant on account of default of payment of rent shall be passed, if the tenant makes payment to the landlord or deposits with the Rent Court all arrears of rent including interest within one month of notice being served on him: Provided further that this relief shall not be available again, if the tenant defaults in payments of rent consecutively for two months in any one year subsequent to getting relief once;
  - (c) that the tenant has, after the commencement of this Act, parted with the possession of whole or any part of the premises without obtaining the written consent of the landlord;
  - (d) that the tenant has continued misuse of the premises even after receipt of notice from the landlord to stop such misuse.

**Explanation.** - For the purpose of this clause, "*misuse of premises*" means encroachment of additional space by the tenant or use of premises which causes public nuisance or causes damage to the property or is detrimental to the interest of the landlord or for an immoral or illegal purposes;

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- (e) that the premises or any part thereof are required by the landlord for carrying out any repairs or building or rebuilding or additions or alterations or demolition, which cannot be carried out without the premises being vacated: Provided that the re-entry of the tenant after such repairs, building, rebuilding, addition, alteration or demolition shall be allowed only when it has been mutually agreed to between the landlord and the tenant and the new tenancy agreement has been submitted with the Rent Authority: Provided further that re-entry of the tenant shall not be allowed in the absence of such mutual agreement submitted with the Rent Authority and also in cases where the tenant has been evicted under the orders of the Rent Court;
  - (f) that the premises or any part thereof are required by the landlord for carrying out any repairs, building, rebuilding, additions, alterations or demolition, for change of its use as a consequence of change of land use by the competent authority;
  - (g) that the premises let for residential or non-residential purpose are required by the landlord for occupation for residential or non-residential purposes for himself or for any member of his family or for any person for whose benefit the premises were held and the landlord or such person is not in possession of any suitable accommodation within the same urban area;
  - (h) that the tenant has given written notice to quit and in consequence of that notice, the landlord has contracted to sell the accommodation or has taken any other step, as a result of which his interests would seriously suffer if he is not put in possession of that accommodation.
- (3) In any proceedings for eviction under clause (e) of sub-section (2), the Rent Court may allow eviction from only a part of the premises, if the landlord is agreeable to the same.

## **22. Recovery of possession for occupation.**

- (1) Where an order for recovery of possession of any premises is made on the ground specified in clause (g) of sub-section (2) of section 21, the landlord shall be entitled to obtain possession thereof within a period of one month in the case of residential premises and two months in the case of non-residential premises from the date of passing of eviction order: Provided that in case of
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premises let by category of landlords specified in the Third Schedule or by their spouse or dependent children (including dependents of pre-deceased personnel in armed forces), the landlord shall be entitled to obtain possession immediately after passing of the eviction order.

- (2) Where a landlord recovers possession of any premises from the tenant under clause (g) of sub-section (2) of section 21, the landlord shall not, except with the permission of the Rent Court obtained in the manner as may be prescribed, re-let whole or part of the premises within three years from the date of obtaining such possession, and if the landlord re-lets his premises without permission of the Rent Court, the Rent Court may levy a penalty on the landlord which may extend to ten thousand rupees.

### **23. Compensation in case of non vacancy**

A landlord is entitled to compensation of double the monthly rent for the use and occupation of a premises by a tenant who does not vacate the unit after his tenancy has been terminated by order, notice or agreement, as the case may be.

### **24. Refund of advance rent by the landlord.**

- (1) Where a landlord exercises the right of recovery of possession under sub-section (2) of section 21, and he had received any rent or any other payment in advance from the tenant, he shall, before recovery of possession, refund to the tenant such an amount after deducting the rent and other charges due to him.
- (2) If any default is made in making any refund, the landlord shall be liable to pay simple interest at such rate as may be prescribed from time to time on the amount which he has omitted or failed to refund.

### **25. Payment of rent during eviction proceedings.**

In any proceedings for recovery of possession on any ground other than that referred to in clause (a) or clause (b) of sub-section (2) of section 21, the tenant contests the claim for eviction, the landlord may, at any stage of proceedings, apply to the Rent Court to direct the tenant to pay to the landlord rent payable as under section 8 and the Rent Court may order the tenant to make such payment as agreed regularly to the landlord by the tenth of the month and all other charges due from the tenant along with penal charges, if any, due to delay in the same manner as provided in sub-section (1) of section 13.

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