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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 10-07-2026

CORAM

THE HON'BLE MR JUSTICE S. M. SUBRAMANIAM

A No. 6163 of 2025

AND

A NO. 6165 OF 2025, A NO. 6164 OF 2025

M/s. SPR Constructions Pvt. Ltd
Represented by N.S.Chandrasekar, No.57,
Narayana Mudali Street, Sowcarpet, Chennai 600
001.

..Applicant(s)

Vs

Administrator General and Official Trustee of
Tamil Nadu
First Floor, City Civil Court Buildings, High Court,
Chennai 600 104.

..Respondent(s)

A No. 6165 of 2025

M/s. SPR Construtions Pvt Ltd
Represented by N.S.Chandrasekar, No.57,
Narayana Mudali Street, Sowcarpet, Chennai 600
001.

..Applicant(s)

Vs

Administrator General and Official Trustee of
Tamil Nadu
First Floor, City Civil Court Buildings, High Court,
Chennai 600 104.

..Respondent(s)

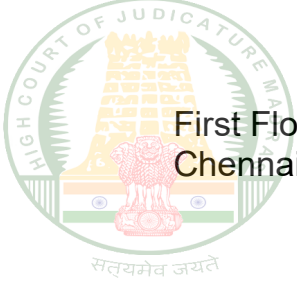
A No. 6164 of 2025

M/s. SPR Construtions Pvt Ltd
Represented by N.S.Chandrasekar, No.57,
Narayana Mudali Street, Sowcarpet, Chennai 600
001.

..Applicant(s)

Vs

Administrator General and Official Trustee of
Tamil Nadu



First Floor, City Civil Court Buildings, High Court,
Chennai 600 104.



..Respondent(s)

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A No. 6163 of 2025

To direct the Respondent to immediately provide the correct measurements of the leased property and make corresponding corrections in the Lease Deed and other records, and Execute Fresh Deed and charge rent from the date of Execution of Fresh Lead Deed after vacating the existing occupant.

A No. 6165 of 2025

To direct the Respondent not to demand or collect monthly lease rent from the Applicant until such corrections and possession are completed.

A No. 6164 of 2025

To direct the Respondent to evict the shop occupant occupying the leased premises and hand over vacant possession to the Applicant

In all Applications

For Applicant(s): Mr.D.Saikumarran

For Respondent(s): Ms.D.Varsha
Deputy AG & OT

Common Order

The present applications have been instituted to direct the respondents to immediately provide the correct measurements of the leased property and make corresponding corrections in the Lease Deed and other records, and Execute Fresh Deed and charge rent from the date of Execution of Fresh Lead Deed after vacating the existing occupant and to direct the Respondent not to demand or collect monthly lease rent from the Applicant until such corrections and possession are completed and to direct the Respondent to evict the shop occupant occupying the leased premises and hand over vacant



possession to the Applicant.

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2. Learned Deputy Administrator General and Official Trustee would submit that the lease was granted for a period of thirty years.

3. This Court is of the considered view that such a long period of lease is not desirable and would cause prejudice to the interest of the Trust property. It appears that some initiatives have been taken by the lessee to develop the property, and as of now, no permission has been granted by the AG&OT. The applicant has sent some letters to AG&OT. But AG & OT has not granted any permission to develop the property.

4. AG&OT is directed not to grant any such permission, which would cause prejudice to the interest of the trust properties. Such long term leases are raising concern for the protection of the trust properties and to achieve the objectives set out in the trust deed.

5. Pertinently, the subject property situated at No.59, EVK Sampath Road, Vepery, Chennai – 7, which is a vacant land measuring an extent of 1.24 acres belongs to the Trust estate of Nurses Association, and was purchased by the Official Trustee of Tamil Nadu on 25.07.1934. Therefore, the property purchased for a noble cause must be used for the purpose for which it was purchased, and in accordance with the terms



stipulated in the trust deed.

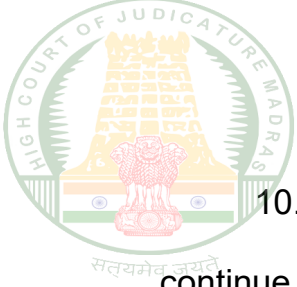
WEB COPY

6. Public auction of the vacant land was conducted on 12.05.2025. The applicant became the highest bidder, quoted Rs. 62,10,000 per month as bid amount. Lease deed was executed in favour of the applicant on 24.06.2025. The applicant has taken complete possession of the property, except the tea shop located in the corner portion.

7. The Deputy AG&OT would submit that the tea shop was also vacated on 01.06.2026. Therefore, the entire subject property, which is a vacant land, is under the possession of the applicant/lessee.

8. Shockingly, the Deputy AG&OT brought to the notice of this Court that the applicant/lessee is a defaulter and not paid the monthly lease amount for a period of about eleven months. Lease deed itself was executed on 24.06.2025. Out of twelve months of lease period, for about eleven months rent has not been paid. Therefore, the applicant has willfully committed default by not paying the rent. He has not shown any interest to pay the monthly rent.

9. Under the circumstances, the AG&OT has already issued several notices to the applicant to pay the monthly lease rent punctually. Despite notices, the applicant failed to pay the monthly rent, continued to commit default.



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10. This being the factum established, the AG&OT is directed to continue the eviction proceedings initiated pursuant to the issuance of notice and since it is a vacant plot, evict the applicant/lessee immediately, if necessary with the assistance of the police. Arrears of rent are to be recovered by following the procedures as contemplated.

11. Accordingly, Applications are disposed of. No costs.

10-07-2026

Index: Yes/No

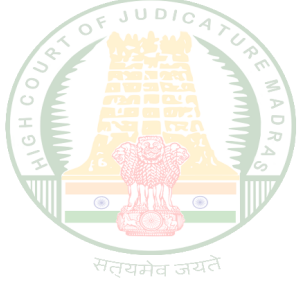
Speaking/Non-speaking order

Neutral Citation: Yes/No

GD

To

Administrative General and Official Trustee of
Tamil NaduFirst Floor, City Civil Court Buildings, High Court,
Chennai 600 104.



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S.M.SUBRAMANIAM J.

GD

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