



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 19.01.2015

CORAM

WEB COPY

THE HONOURABLE MS.JUSTICE V.M.VELUMANI

W.P.(MD)No.9228 of 2011

and

M.P(MD)No.1 of 2011

Pala.Ramasamy

... Petitioner

Vs.

1.Post Master-General,
Southern Region,
Bibikulam,
Madurai.

2.Senior Superintendent of Post Office,
Madurai Division,
Tallakulam,
Madurai.

3.Post Master,
Sellur Post Office,
32, Ayyanar Kovil Street,
Sellur, Madurai-625 002.

... Respondents

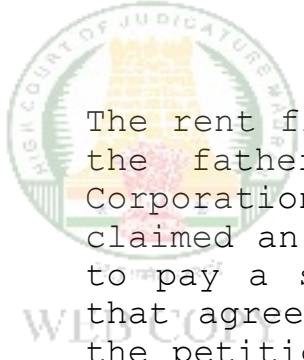
Writ petition filed under Article 226 of the Constitution of India praying for issuance of a Writ of Mandamus directing the respondents to pay the rent amount agreed by them i.e., arrears sum of Rs.79,550/- with accrued interest at 12% and to pass orders on the petitioner's representation dated 30.07.2011 within the time fixed by this Court.

For Petitioner : Mr.L.Praveen Kumar
For Respondents : Mr.C.Ramachandran

ORDER

The petitioner has come up with this writ petition to direct the respondents to pay the rent amount agreed by them i.e., arrears sum of Rs.79,550/- with accrued interest at 12% and to pass order on the petitioner's representation dated 30.07.2011 within the time fixed by this Court.

<https://hcservices.24x7online.in/services> by the property belonged to petitioner's father. The petitioner's father leased out the ground floor of the building bearing Door No.32 in Ayyanar Kovil 5th Street, Sellur, Madurai.



The rent fixed was Rs.1,200/- in the year 1992. After the death of the father, the petitioner acquired the property. Since the Corporation raised the property tax, the petitioner's father claimed an enhanced rent. In the year 2004 the respondents agreed to pay a sum of Rs.1,630/- for the period from 02.11.1998. Even that agreed amount, the respondents have not paid. On 03.09.2008 the petitioner's father died. The petitioner sent a representation on 30.07.2011 claiming a sum of Rs.79,550/- being the arrears of rent. The respondents did not pay the amount, therefore the petitioner has filed the present writ petition for the relief stated supra. In the affidavit, the petitioner stated that he is entitled to enhance the rent from 01.01.1998.

3.The respondents filed a counter affidavit stating that they agreed to pay a enhanced rent from 02.11.1998 to 01.11.2008 at Rs.1,630/- on condition that the petitioner's father execute a lease agreement to avoid the audit objection. Neither the petitioner's father nor the petitioner execute the lease agreement. Subsequently, after filing the writ petition, the respondents have paid arrears of rent and agreed rent up to January 2014.

4.Today, when the matter is taken up, the learned counsel for the respondents has produced the receipt for payment of rent for the month of December 2014 which was paid on 06.01.2015.

5. In view of the subsequent development pending writ petition, by which the respondents have paid the amounts claimed by the petitioner, this writ petition has become infructuous.

6.In view of the above facts, this writ petition is dismissed as infructuous. It is open to the petitioner to claim the enhancement of rent or to vacate the respondents, if he so desires. No Cost. Consequently, connected miscellaneous petition is also closed.

Sd/-

Assistant Registrar(Writs)

/True Copy/

Sub-Assistant Registrar

To

1.The Post Master-General, Southern Region, Bibikulam,Madurai.

2.The Senior Superintendent of Post Office,
Madurai Division, Tallakulam,Madurai.

3.The Post Master,
Sellur Post Office, 32, Ayyanar Kovil Street,
Sellur, Madurai-625 002.

+One cc to Mr.D.Sadiq Raja, Advocate, SR.No.2540

+One cc to Mr.G.Ramachandran, Advocate, SR.No.1942

am