

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED 30.06.2017

CORAM

THE HONOURABLE Mr.JUSTICE P.KALAIYARASAN

C.S.No.96 of 2009

Sri Vedantha Besikar Devasthanam
Rep. by its Trustees,
V.N.Srinivasan
R.Mugundan
D.Sundara Varadan

... Plaintiff

Vs

1. T.Subbaraman
2. Venkatramani
3. Rajalakshmi
4. K.Sasidar
5. S.Saylya

... Defendants

Plaint filed under Order IV Rule 1 of Original Side Rules read with Order VII Rule 1 of CPC praying to pass a judgment and decree;

(a) Directing to quit and deliver vacant possession of the property, morefully described in the Schedule hereunder within a time limit to be fixed by this Hon'ble Court;

(b) Directing the defendants to pay a sum of Rs.30,97,068/- being arrears of rent up to July 2008 to the plaintiff;

(c) Directing the Defendants to pay a sum of Rs.14,666.33/- being the past damages for wrongful use and occupation of the property from 1.11.2008 to 10.11.2008.

(d) directing the defendants to pay the plaintiff future damages for wrongful use and occupation of the suit property from the date of plaint till the date of delivery of vacant possession at the rate of Rs.43,999/- per month or at any other rate as may be fixed by this Court.

(e) for permanent injunction restraining the defendants their agents, servants, and men everyone claiming and acting on behalf of them from anyway inducing any third parties or altering the physical features of the suit property morefully described in the schedule hereunder and

(f) directing the defendants to pay the cost of this suit.

For Plaintiff : Mr.S.Sathyanarayanan

J U D G M E N T

This suit has been filed by the plaintiff for a judgment and decree against the defendant to deliver vacant possession of the property and to recover the arrears of rent and past damages.

2. The plaintiff without prejudice to the claim for damages and arrears of rent has taken possession of the property. Recording the same, trial was ordered by this court with respect to arrears of rent and damages for past and future.

3. The plaint averments as to the arrears of rent and damages are as follows:-

The plaintiff is the owner of the suit schedule property. The father of the defendants 1 and 2 became a lessee of the land, pursuant to a registered deed of lease of the year 1932. The period of tenancy was fixed as 50 years. Mr.Thiagarajan has been allowed to put up construction over the said vacant land. It came to an end, even in the year 1982 itself. Thereafter, there is no written extension, it becomes terminable by notice. The rents were revised thereafter. The tenancy has become one from month to month according to English calendar month commencing from the first of every month and ending with the last of the same month.

4. As per G.O.Ms.No.353/99, fair rent was fixed at Rs.33,270/- per month with effect from the year 2001, after following the due procedure as per the directions of HR&CE Department. The same was informed to the defendants by a letter dated 20.12.2006. The defendants are liable to pay the fair rent at the rate of 0.20% of the market value of the land leased out. Since the defendants are using the suit property for commercial purposes, the fair rent is fixed subject to revision also, once in three years at the rate of 15% as per G.O.Ms.No.456/2007 dated 09.11.2007. Now, the defendants are allowing some third parties to be in occupation. The defendants are liable to pay a sum of Rs.43,999/- per

month as future damages as calculated as per G.O.M.S.No.353/99 and G.O.M.S.No.456/2007. The defendants are also liable to pay a sum of Rs.30,97,068/- towards the arrears of rent and to pay a sum of Rs.14,666.33ps towards past damages.

5. The following issues were framed:-

(i) Whether the defendants are liable to pay a sum of Rs.30,97,068/- towards arrears of rent up to July 2008?

(ii) Whether the defendants are liable to pay a sum of Rs.14,666.33/- for past damages for wrongful use and occupation of the property from 01.11.2008 to 10.11.2008?

(iii) Whether this court has jurisdiction to try the suit in view of the specific provisions under the Hindu Religious and Charitable Endowment Act? And

(iv) To what other reliefs, the plaintiff is entitled to?

6. Issue Nos.1 to 3:-

Defendants have been set ex parte. The Assistant Manager of the plaintiff has been examined as PW1 and Ex.P1 to Ex.P10 were marked. The plaintiff also filed the memo of calculation today in the open court. The copy of the G.O.MS.No.353/99 dated 04.06.1999 and the office copy of the legal notice

issued to the defendants were marked as Ex.P2 and Ex.P8. As per the evidence of PW1, the above documents and the memo of calculation, the plaintiff has established that the defendants have been in arrears of rent at Rs.27,87,151/-. The plaintiff has also established past damages at Rs.14,666.33ps for wrongful use and occupation of the property from 01.11.2008 to 10.11.2008. Though the property belongs to the temple, the reliefs sought for in the suit are to deliver vacant possession and to pay arrears of rent and damages by the defendants. Therefore, this court has got jurisdiction to try the suit. Therefore, issue Nos.1 to 3 are answered in favour of the plaintiff.

7. Issue No.4:-

In view of the answers to the issue Nos.1 to 3, the plaintiff is entitled to the arrears of rent of Rs.27,87,151/- and Rs.14,666.33ps towards past damages.

8. In the result, the suit is decreed with costs and the defendants are liable to pay a sum of Rs.27,87,151/- towards arrears of rent and Rs.14,666.33ps towards past damages with subsequent interest at the rate of 6%.

30.06.2017

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P.KALAIYARASAN, J.

gya

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