

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 01.3.2017

CORAM

THE HON'BLE MR.HULUVADI G.RAMESH, ACTING CHIEF JUSTICE
AND

THE HON'BLE MR.JUSTICE R.MAHADEVAN

Writ Petition No.43443 of 2016

G.M.Regina

.. Petitioner

Vs.

1. Union Bank of India
rep. by its Bank Manager
Union Loan Point
Union Bank Bhavan, 1st Floor
No.139, Broadway
Chennai 600 108.

2. J.Ramachandran

.. Respondents

Petition under Article 226 of the Constitution of India praying for a writ of Certiorarified Mandamus to call for the records relating to the order dated 07.11.2016 passed in RA(SA)-83/2014 against SA.SR.No.3520/2013 on the file of the Debt Recovery Appellate Tribunal at Chennai, to quash the same and consequenlty, restraining the first respondent from takiing possession of the property being the premises Flat No.F1, First Floor, Plot No.10, Sivakarthikeyan Enclave, Haridoss Naidu Street, Kolathur, Chennai 600 099, without resorting due process of law under the provisions of Tamil Nadu Buildings (Lease and Rent Control) Act, 1960.

For Petitioner : Mr.Syed Zakir Hussain
For Respondent-1 : Mr.S.Parthasarathy

ORDER

(Made by the Hon'ble Acting Chief Justice)

The petitioner has come up with the above writ petition, challenging the order of the file of the Debt Recovery Appellate Tribunal at Chennai, dated 07.11.2016 made in RA(SA)-83/2014 against SA.SR.No.3520/2013.

2. Heard the learned counsel appearing for the petitioner and the learned counsel appearing for the first respondent.

3. It appears that the second respondent, who is the landlord with respect to the property bearing Flat No.F1, First Floor, Plot No.10, Sivakarthikeyan Enclave, Haridoss Naidu Street, Kolatur, Chennai 99, and who had availed financial assistatnce from the first respondent, had committed default in the repayment of loan and therefore, the first respondent obtained an order of attachment against the said respondent and thereafter, obtained an order for taking possession of the said property. When the writ petitioner, who is the lessee under the second respondent landlord, was asked to vacate the property in question, the writ petitioner approached the Debt Recovery Tribunal No.II seeking to prohibit the first respondent from taking possession of the premises without due process of law. However, the Tribunal, holding that the lease agreement was not

renewed and that the appeal was barred by limitation, dismissed the appeal and the same was confirmed by the Debt Recovery Appellate Tribunal.

4. It is contended by the learned counsel for the petitioner that the petitioner having paid a sum of Rs.3,50,000/- towards advance amount, which was paid to the first respondent Bank towards the loan account of the second respondent landlord, he cannot be asked to vacate the house without repayment of the advance amount paid by him to the second respondent landlord and that calling for the petitioner, all of a sudden, to vacate the premises in question would put him to great prejudice and hardship.

5. In view of the submission made by the learned counsel for the petitioner, we are of the considered view that the petitioner must be granted some time to vacate the premises in question. Accordingly, the petitioner is granted three months time to vacate the premises in question and hand over the same to the first respondent Bank on or before 31.5.2017. As regards the advance amount paid by the petitioner, it is for the petitioner to work out his remedies before the appropriate forum.

In the result, the writ petition is disposed of. There shall be no order as to costs. Consequently, WMP No.37306 of 2016 is closed.

(H.G.R., A.C.J.) (R.M.D, J.)

01.3.2017

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THE HON'BLE ACTING CHIEF JUSTICE
and
R.MAHADEVAN,J.

kpl

W.P.No.43443 of 2016.

01.3.2017.

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