

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 13.08.2018

CORAM :

THE HONOURABLE MR. JUSTICE S.M.SUBRAMANIAM

W.P.No.33107 of 2017

P.Murugesan

... Petitioner

Vs.

Tamilnadu Khadi and Village Industries Board
Rep by its Chief Executive Officer

"Kuralagam Building, Chennai - 600 108. ... Respondent

Petition filed under Article 226 of the Constitution of India, to issue a Writ of Mandamus, to direct the Respondent to consider the representation dated 10.11.2017 made by the Petitioner and to renew his tenancy in respect of shop No.5, Kuralagam Buildings (Near Aavin Milk Bar).

For Petitioner : Mr.M.Devendran
For Respondent : Mr.S.K.Bala

O R D E R

The relief sought for in this Writ Petition is for a direction to direct the Respondent to consider the representation dated 10.11.2017 made by the Petitioner and to renew his tenancy in respect of shop No.5, Kuralagam Buildings (Near Aavin Milk Bar).

2.The learned counsel appearing on behalf of the Writ Petitioner strenuously contended that the father of the Writ Petitioner was a tenant under the Respondent from 1982 in respect of Shop No.5, Kuralagam building, Chennai at the instance of "Guild of Service Seva Samajam", Egmore, Chennai - 600 008, which is a service oriented organization. The father of the Writ Petitioner was doing business in Newspapers, Magazines, etc., in several languages in the said shop. During the year 1995, when the Respondent was trying to dispossess the father of the Writ Petitioner from the said shop, the father of the Writ Petitioner had filed a suit in O.S.No.1294 of 1995 on the file of the City Civil Court, Chennai for injunction against the respondent, in which, injunction was granted on 20.11.1997, pursuant to the direction passed by Hon'ble High Court, Madras on 02.03.1995 in W.P.No.3179 of 1995.

3.Subsequently, as the Respondent indulged in refusing to receive the rent in respect of the said shop, the father of the Writ Petitioner had filed rent control proceedings in R.C.O.P. No.976/1995 on the file of the Small Causes Court, Chennai, for depositing the rents into the Court and the same was ordered on 01.11.1996. Pursuant to the said order, the father of the Writ Petitioner was depositing the rents into Court till his death, who died on 09.01.2010 and after the demise of the father of the Writ Petitioner, mother of the Writ Petitioner and the Writ Petitioner was running the business in the said shop. While so, on account of the fact that the Chennai Metro Rail Limited work was being carried on near the shops at Kuralagam building, at the instructions of the Respondents all the shops in that locality were vacated by the respective tenants.

4.The learned counsel appearing for the Writ Petitioner states that all the tenants had vacated the premises only on security reasons and therefore, the Petitioner must be given tenancy once again after the completion of the Chennai Metro Rail Project limited.

5.This Court is of an opinion that the tenancy period expired long back in respect of the lease agreement entered between the father of the Writ Petitioner and the Respondent. The Writ Petitioner has received a letter from the Chennai Metro Rail Project Limited stating that the work is completed and they are at liberty to continue their business in the said area. The Respondent refused to accommodate the Writ Petitioner on the ground that the tenancy period expired and the Writ Petitioner is not entitled for any further occupation.

6.Admittedly, the lease period expired long back and a mere continuance of the lease will not confer any legal right on the Writ Petitioner to claim tenancy, which is the discretion of the Respondent to grant lease or not in accordance with rules in force. A tenant cannot insist a land lord to renew the lease period by filing the Writ Petition. There cannot be any automatic renewal of lease in respect of the tenancy. It is the discretion of the Respondent to grant lease or not in accordance with the terms and conditions of the rules in force. Thus, the Petitioner can never claim renewal of lease as a matter of legal right. Since the period of lease had already been expired, the Petitioner has no legal right to seek any extension of renewal of lease.

7.Further, the father of the Writ Petitioner continued the litigation against the Respondent for number of years by filing Civil Suit, Writ Petition and Rent Control Proceedings before various courts. Such a litigative occupation of the leased out premises can never be encouraged by the High Court. Thus, the

intention of the people in this regard are to be considered by this Court. The normal tendency of such tenant is that to develop litigation before various courts and complicate the issue and continue to be in the premises for many years. The Court can never tolerate and encourage such an attitude of the tenants and the people who are in possession of the Government premises and the private premises also. Such litigations are to be dealt with iron hand and the persons indulging in the same are to be dealt with in accordance with law without any leniency.

8. In this view of the matter, the writ petitioner has not established even a semblance of legal right so as to consider the grounds raised in this writ petition. Accordingly, the writ petition stands dismissed. However, there shall be no order as to costs.

Sd/-
Assistant Registrar(CS-IX)

//True Copy//

Sub Assistant Registrar

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To

Tamilnadu Khadi and Village Industries Board
Rep by its Chief Executive Officer
"Kuralagam Building, Chennai - 600 108.

+ 1 cc to Mr.M.Devendran, Advocate Sr.55867 (17/09/2018)
+ 1 cc to Mr.S.K. Bose, Advocate Sr.55797 (17/09/2018)

(CS-IX)
EU (07/09/2018)

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W.P.No.33107 of 2017

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