

IN THE HIGH COURT OF JUDICATURE AT MADRAS
DATED: 24.07.2018

CORAM

THE HONOURABLE MR. JUSTICE K.KALYANASUNDARAM

W.P.No.12070 of 2018

and

W.M.P.Nos.14075 and 14076 of 2018

S.Abdul Rahim

... Petitioner

Vs.

1.The Zonal Officer,
Zone -10,
Revenue Department,
Corporation of Chennai,
New No.117, N.S.K.Salai,
Chennai - 600 024.

2.A.J.Pandian

... Respondents

Writ Petition filed under Article 226 of the Constitution of India praying for the issuance of a Writ of Certiorarified Mandamus, to call for the records related to the show cause notice dated 20.04.2018 passed by the 1st respondent and quash the same as illegal arbitrary and capricious and unconstitutional as it offends the right to carry on business and direct the first respondent to lift the lock and seal in the petitioner premises at 'Rahman Biriyan A/C Restaurant' situated at No.9, Ground Floor, Kodambakkam Road, West Mambalam, Chennai - 600 033 and permit the petitioner to run the business without any let.

For Petitioner : Mr.L.Chandra Kumar

For Respondents : Mr.R.Arun Mozhi for R1
Mr.Ma.P.Thangavel for R2

ORDER

Heard Mr.L.Chandra Kumar, learned counsel for the petitioner, Mr.R.Arun Mozhi, learned counsel for the first respondent and Mr.Ma.P.Thangavel, learned counsel for the second respondent and perused the materials available on record.

2. The petitioner has come forward with this writ petition for the issuance of a Writ of Certiorarified Mandamus, to quash the show cause notice dated 20.04.2018, passed by the first respondent and consequently directing the first respondent to lift the lock and seal in the petitioner's

premises situated at No.9, Ground Floor, Kodambakkam Road, West Mambalam, Chennai - 600 033.

3. The case of the petitioner is that he is a statutory tenant under the second respondent as per the rental agreement dated 17.10.2014 and he was carrying on business in the name and style of Rahman Biriyan A/C Restaurant. The second respondent demanded exorbitant rent and hence, he filed a suit in O.S.No.4737 of 2016 before the VI Assistant Judge, City Civil Court, Chennai, for permanent injunction. Thereafter, he filed a R.C.O.P.No.1246 of 2016 before the XV Small Causes Court, Chennai, for fixation of fair rent.

4. The petitioner would further state that the first respondent had issued a trade licence on 13.11.2015, which was valid up to 12.11.2016 and so far, the licence could not be renewed, for the reason that the landlord did not extend the lease agreement nor issued No Objection Certificate. While so, the impugned show cause notice has been issued by the first respondent, directing the petitioner to renew the licence.

5. The learned counsel for the petitioner submitted that as per the impugned show cause notice, the petitioner was given 24 hours time to rectify the defects, however, even before the expiry of time, the premises was put under lock and seal. It is further contended that the renewal application of the trade licence of the petitioner was pending. While so, for the above said grounds, the show cause notice is liable to be quashed. It is further submitted that if the lock and seal is lifted, the petitioner is ready to rectify the defects pointed out by the first respondent.

6. The learned counsel for the first respondent, by referring counter affidavit filed by the first respondent submitted that the trade licence expired in the month of March, 2017 and that the earlier writ petition filed by the petitioner in W.P.No.17070 of 2017, praying for issuance of writ of mandamus, directing the respondents to dispose of his representation dated 30.6.2017, was dismissed on the ground that the representation was rejected by the respondents.

7. The learned counsel for the second respondent submitted that the petitioner has not paid the rent from 01.07.2016. He would further state that the petitioner had deposited Rs.30,00,000/-, towards advance for the shop and the said advance amount has been deducted for the rent arrears from 01.07.2016. However, after deducting the advance amount of Rs.30,00,000/-, for the rent arrears, the balance four months rent is due from the petitioner.

8. The case on hand, perusal of the records reveal that the lease agreement dated 17.10.2014 expired in the year 2015 and the trade licence of the petitioner came to an end on 31.3.2017. It is further evident that the Suit filed by the

petitioner in O.S.No.4737 of 2016 was dismissed on 12.7.2016 and R.C.O.P.No.1246 of 2016, filed for fixing the fair rent was also dismissed. The eviction petition of the landlord in R.C.O.P.No.1436 of 2017 was allowed on 06.04.2018.

9. In the light of the above facts, the contention of the learned counsel for the petitioner is that the petitioner should be given an opportunity before the premises is sealed, does not have any force. Admittedly, the petitioner was found running the business without any licence and the renewal application was rejected, however, the petitioner has not challenged the order of rejection.

10. For the afore stated reasons, I find no merit in this writ petition. Accordingly, the writ petition fails and the same is dismissed. No costs. Consequently, connected miscellaneous petitions are closed.

Sd/-
Assistant Registrar (CS-VII)

// True Copy//

Sub Assistant Registrar

To

+1cc to Mr.Ma.Pa.Thangavel, Advocate SR.No.50052
+1cc to Mr.L.Chandrakumar, Advocate SR.No.49517
+1cc to Mr.R.Arulmozhi, Advocate SR.No.49436

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SMI/10.08.2018

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