

Comp.A.436 of 2019
in
CP.No.54 of 2015

P.T.ASHA, J.

The above application is filed by the landlord of the premises in which the company in liquidation was a tenant. The property in question is a building situated at No.9- Idumban Kovil Road, II -Floor Thenpura Kattidam, Palani- 624 604 admeasuring 110 Sq.ft.

2. The property had been leased out on a monthly rent of Rs.11,550/- and it is the case of the applicant that a rental agreement was entered into on 01.07.2014 and an amount of Rs.1,05,000/- was given by way of advance. The rent, with effect from 01.07.2014, was increased by 10 per cent, and from January 2015, the first respondent has stopped paying the rent. All of a sudden in May 2015, the Official Liquidator, who was appointed as provisional liquidator had come with officials and locked and sealed the premises, by citing the order of this Court, dated 21.04.2015. From the said date, the property has been under lock and key. The applicant would submit that for the past four years, he has not been able to earn a single penny from out of the property and further, he has not got possession of the property. He would therefore seek orders of the Court to direct the Official Liquidator to remove the lock and key of the premises in which the company in liquidation had been put in possession.

3. The Official Liquidator has filed a report stating that advance amount of Rs.1,05,000/- has to be returned and that the Official Liquidator should be permitted to appoint an auctioneer to value and sell the movables in the premises and thereafter, they would handover the vacant possession of the property to the applicant.

4. Heard the counsel for the applicant and the Deputy Official Liquidator.

5. Admittedly, the premises in question has been under lock and seal over a period of four years, pursuant to the order of this Court. The applicant has not been getting monthly rents since the possession has not been handed over back to him. Even on the date when possession was taken by the Official Liquidator, a sum of Rs.3,46,500/- was due and owing from the Company in liquidation towards rental arrears.

6. Considering the fact that the property has been kept under lock and seal by the Official Liquidator for over four years, the advance of Rs.1,05,000/- could be adjusted towards rental dues.

7. The learned counsel for the applicant is also agreeable to keep the movables in the premises in safe custody till the Official Liquidator gets the necessary parties for purchasing the same. Therefore, the following order is being passed.

(i) On 19.12.2019, the Official Liquidator shall depute his officials to the premises in question and they shall take an inventory of the movables and handover the equipments to the applicant herein, who shall counter sign the said inventory and take possession of the same and shall handover to the Official Liquidator on his written request. The keys of the premises will be handed over by the Official Liquidator or by authorised staff to the applicant on the very same date after the inventory is taken.

(ii) With reference to the arrears of rent, it is open to the applicant to move the Official Liquidator with necessary claim petitions.

8. The application is disposed of with the above lines.

13.12.2019

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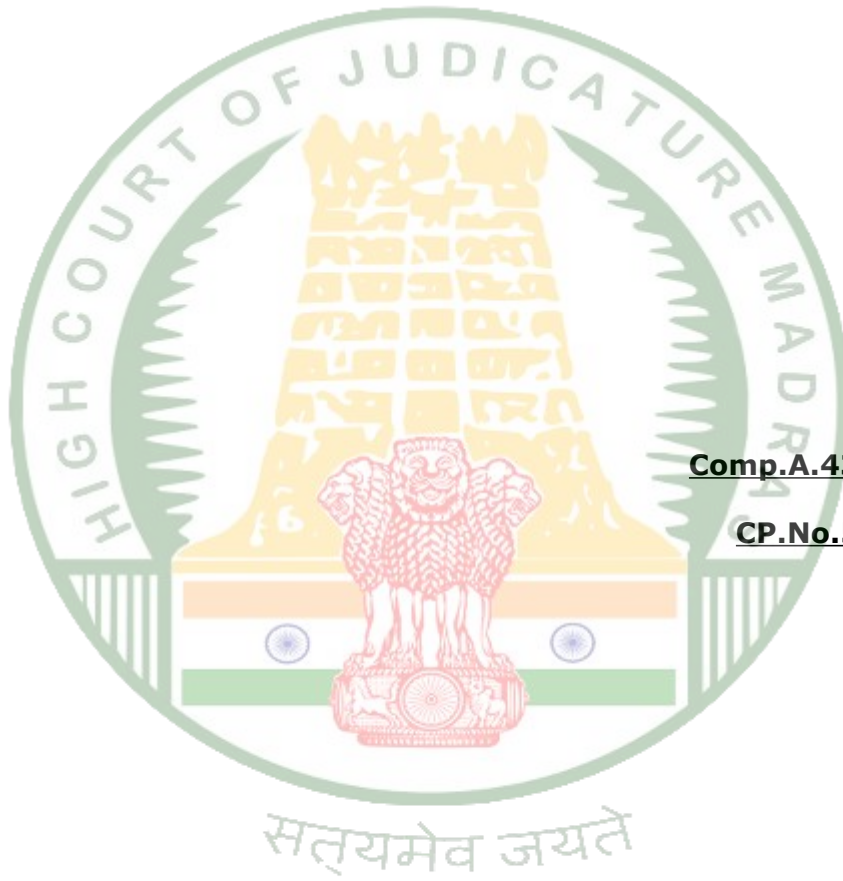
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