

IN THE HIGH COURT OF JUDICATURE AT MADRAS
DATED :02.01.2020
CORAM
THE HONOURABLE MR.JUSTICE ABDUL QUDDHOSE
W.P.No.30492 of 2015
and
M.P.Nos.1 & 2 of 2015

Loyal Educational and Charitable
Foundation,
Rep.by its Managing Trustee
Mr.A.P.Kumarakannan
No.34B, Kalamman Koil Street,
Virugambakkam, Chennai-600 092

.... Petitioner

Vs

1.The Chairman,
Indian Drugs and Pharmaceutical Limited,
Government of India Undertaking,
Dundahera, Old Delhi Gurgaon Road,
Gurgaon - 122 016.

2.The General Manager,
Indian Drugs and Pharmaceutical
(Tamil Nadu) Limited,
Nandambakkam, Chennai-600 089

.... Respondents

PRAYER: Writ Petition filed under Article 226 of the
Constitution of India to issue a Writ of Certiorarified Mandamus
to call for the records pertaining to the proceedings bearing
No.IDPL(TN)/PER/School Eviction Notice/1415/2015 dated
09.09.2015 of the second respondent and quash the same and allow
the petitioner Educational and Charitable Foundation to carry on
with the administration of the IDPL School situated at IDPL
Colony, Nandambakkam, Chennai - 600 089.

For Petitioner : Mr.K.Elangoo

For Respondents : Mr.S.Haja Mohideen Gisthi

ORDER

This writ petition has been filed challenging the impugned
eviction notice dated 09.09.2015 issued by the second respondent
and also for a direction to permit the petitioner to carry on
with the administration of the IDPL School situated at IDPL
Colony, Nandambakkam, Chennai - 600 089.

2.It is the case of the petitioner that the first respondent
has leased the entire Indian Drugs and Pharmaceuticals Limited

School building situated in IDPL Colony, Nandambakkam, Chennai - 600 089 to the petitioner on 02.06.1997. According to the petitioner, the aforesaid property was given on lease to the petitioner and they have been paying the lease rentals regularly till the month of March, 2015. It is their case that due to the age of the building, there were some damages in the School building, which required repairs and replacements. It is their case that despite several reminders, the respondents failed to carry out the repairs and make replacements as sought for by the petitioner. According to the petitioner, all of a sudden on 09.09.2015, the first respondent issued an eviction notice to the petitioner on the ground that the petitioner has renamed the School as IDPL Global High School Cambridge, IGCSE SYLLABUS" without obtaining the permission of the first respondent. It is the case of the petitioner that due to the change of educational policy by the Government of Tamil Nadu during the year 2010-2011, the Matriculation Syllabus and the State Syllabus have been merged and only due to the said reason, the name of the School was changed to IDPL Global High School Cambridge, IGCSE SYLLABUS". It is their case that they had sent a letter dated 07.05.2015 and sought permission of the respondents to change the name of the School. According to them, the admissions for the academic year 2015 - 2016 were made only in the name of IDPL Global High School. According to the petitioner, without ascertaining the above facts, the respondents have issued the impugned eviction notice on 09.09.2015. They have challenged the impugned eviction notice on the ground that

(a).the respondents have violated the principles of Natural justice.

(b).The first respondent ought to have considered the fact that the representation dated 28.04.2014 was made to the first respondent seeking permission to carry out minor repair works taking into consideration the safety aspect of the children and the School building premises.

(c).The first respondent failed to consider the fact that only in order to publicise and attract admission, a board was put up as IDPL GLOBAL HIGH SCHOOL CAMBRIDGE, IGCSE SYLLABUS".

(d).No opportunity was given to the petitioner to put forth their case before the eviction notice dated 09.09.2015 was issued by the first respondent.

3.A counter affidavit has been filed by the respondents stating that the petitioner is a wilful defaulter in the payment

of lease rentals right from the inception of the lease. According to them, the petitioner has not paid the lease rentals from 01.06.2015 onwards and as on 31.10.2019, a sum of Rs.39,01,496/- is due and payable by the petitioner to the respondents towards arrears of rent as well as for other charges. It is also their case that without permission, the petitioner has carried out repairs and other maintenance works violating the terms and conditions of the lease agreement. It is also their case that the building was leased out to the petitioner by the respondents only to run the School under the name and style of IDPL School. No change of name was ever permitted. It is the case of the respondents that without permission, the petitioner has changed the name of the School to IDPL Global High School Cambridge, IGCSE SYLLABUS". According to the respondents, since the petitioner has violated the terms and conditions of the lease and have also not paid the lease rentals in accordance with the lease agreement, the impugned eviction notice was issued.

4. Heard Mr.K.Elangoo, learned counsel appearing for the petitioner and Mr.S.Haja Mohideen Gisthi, learned counsel appearing for the respondents.

5. Admittedly, the petitioner has committed default in the payment of the lease rentals to the respondents. As seen from the arrears statement filed before this Court, a sum of Rs.39,01,496/- is due and payable by the petitioner to the respondents towards arrears of lease rentals as well as towards other charges up to 31.10.2019. As seen from the statement, right from 01.06.2015 onwards, the petitioner has not paid the lease rentals to the respondents. In the affidavit filed in support of the writ petition also, the petitioner has not pleaded whether he has paid the entire lease rentals to the respondents. However, the petitioner has only pleaded that they have paid the rent upto March, 2015 to the respondents and since the respondents have refused to receive the rents thereafter, they have been unable to make the payment to the respondents. There is no proof submitted before this Court by the petitioner that the rents paid by the petitioner were refused by the respondents. If the respondents had refused to receive the rent, the petitioner ought to have deposited the rent before the Rent Control Court in accordance with Section 8(5) of the Tamil Nadu Lease and Rent Control Act which they have not done so. It can be therefore inferred that the petitioner has deliberately not paid the rent to the respondents in accordance with the lease agreement for the period from 01.06.2015 onwards. Therefore, the submission made by the learned counsel for the respondents that the respondents never refused to receive the rent from the petitioner has to be accepted.

6.The petitioner has been issued with the eviction notice on the ground that the petitioner has violated the terms and conditions of the lease agreement by changing the name of the School without obtaining permission of the respondents and not for paying the lease rentals.

7.As observed earlier, it is clear that the petitioner is a wilful defaulter in the payment of the rent and has also violated the terms and conditions of the lease agreement. In such circumstances, this Court cannot show any further indulgence to the petitioner despite the fact that the petitioner is running a School in the premises let out to them by the first respondent. There is absolutely no merit in this writ petition. Accordingly, the writ petition is dismissed. No costs. Consequently, connected miscellaneous petitions are closed.

Sd/-
Assistant Registrar (CS-III)

// True Copy//

Sub Assistant Registrar

sms

To

1.The Chairman,
Indian Drugs and Pharmaceutical Limited,
Government of India Undertaking,
Dundahera, Old Delhi Gurgaon Road,
Gurgaon - 122 016.

2.The General Manager,
Indian Drugs and Pharmaceutical
(Tamil Nadu) Limited,
Nandambakkam, Chennai-600 089.

+1cc to Mr.K.Elango, Advocate, SR.No.614.

+1cc to Mr.S.Haja Mohideen Gisthi, Advocate, SR.No.188.

W.P.No.30492 of 2015
and
M.P.Nos.1 & 2 of 2015

LN (CO)
CSR: 06.02.2020