

**IN THE HIGH COURT OF JUDICATURE AT MADRAS**

Reserved on : 20.11.2019

Pronounced on : 30.11.2020

CORAM:

**THE HON'BLE MR. JUSTICE R.SURESH KUMAR**

**C.R.P.(NPD).No.2590 of 2018  
C.M.P.Nos.15541 and 22685 of 2018**

Life Insurance Corporation of India  
Represented by its Secretary (Estates)  
Southern Zonal Office,  
No.153, Anna Salai,  
Chennai - 600 002.

..... Petitioner

-VS-

1. M.R.Elangovan  
Director  
First Hoome Appliances (P) Ltd.,  
Industrial & Prudential Building,  
No.189, Anna Salai,  
Chennai - 2.

2. P.Srinivasan  
Director  
First Hoome Appliances (P) Ltd.,  
Industrial & Prudential Building,  
No.189, Anna Salai,  
Chennai - 2.

3. S.Pushpalatha

Director

First Hoome Appliances (P) Ltd.,

Industrial & Prudential Building,

No.819, Anna Salai,

Chennai - 2.

..... Respondents

Civil Revision Petition filed under Article 227 of the Constitution of India, to call for the records and set aside the order and decretal order, dated 25.06.2018 made in C.M.A.No.22 of 2018 on the file of the Principal Judge, City Civil Court, Chennai.

For Petitioner : Mr.G.Rajagopalan  
Additional Solicitor General (ASG)  
for Mr.R.S.Anandan

For Respondents : Mr.V.Ayyadurai, Senior Counsel  
for Mr.A.S.Balaji  
and Mr.R.Loganathan

**ORDER**

The Revision Petitioner is Life Insurance Corporation of India, represented by its Secretary (Estates), Southern Zonal Office, No.153, Anna Salai, Chennai – 2, herein after be called as LIC for the sake of brevity. Like that, M.R.Elangovan, P.Srinivasan, S.Pushpalatha, Directors of First Hoome Appliances (P) Ltd., Industrial and Prudential Building, No.819, Anna Salai, Chennai – 2, the three respondents herein shall henceforth be called as the Lessee for the sake of brevity.

2. The case of the LIC, which leads to file this Civil Revision Petition, as projected by them, are as follows :

2.1. that the LIC and MI Group of Company represented by Sri.M.R.Elangovan, the first respondent herein entered into a lease agreement, dated 22.04.2005 in respect of the petition premises, i.e., 8851 sq.ft., building known as Industrial and Prudential Building situated at No.819, Anna Salai, Chennai – 2 in the Registration sub-District of Triplicane and Registration District of Chennai bearing Survey Nos. 10 and 9, for the lease period of three years from 01.04.2005 to 31.03.2008 for a monthly rent of Rs.70,065/- by calculating the same at the rate of Rs.10/- per sq.ft at ground floor and Rs.5/- per sq.ft at first floor, where the lessee was permitted to have furniture trade in the name of A & A Furnitures.

2.2. The said lease since was expired by 31.03.2008 it had to be renewed from 01.04.2008 by mutual agreement of both LIC and the lessee, however for variety of reasons, the lease could not be extended by express terms of further written extension of lease agreement between the parties. However the lessee had been in continuous possession and occupation of

the premises, therefore it was construed as tenancy by holding over on month to month basis. While so on 01.07.2009, according to the LIC, there had been a rental arrears of Rs.2,38,929/- and the same was directed to be paid by the letter issued by the LIC, where, it is to be noted that, there was no mentioning about the extension of lease.

2.3. Subsequently on 21.08.2009, the LIC sent another communication to the lessee to settle the rental arrears of Rs.3,20,651/- and further stated that, it was a final opportunity given to the lessee to pay the arrears, otherwise legal action would be taken against the lessee.

2.4. Subsequently in response to these communications, or to the earlier communication, the lessee, i.e., the first respondent herein, had sent a communication on 08.12.2008, which according to the LIC, was received by them on 31.03.2009, wherein it was stated that, the first respondent had promoted a company called M/s. First Hoome Appliances (P) Ltd., wherein he was one of the Director and the said company will be henceforth operating at the rented premises and hereafter the rent and other payments

would be paid by the company and the rental payments and the tax deduction will be made at the source henceforth only in the name of the new company.

2.5. Subsequently on 02.04.2009, LIC issued a letter to the first respondent requesting them to furnish the Form No.16A to the tune of Rs.5,44,427/-. Thereafter on 23.04.2011, the first respondent had written to the LIC stating that, though in the year 2005, the petition premises was taken possession by him on behalf of MR Group of Companies for carrying on furniture business under the name of A & A Furniture, thereafter since a company was formed in the name and style of First Hoome Appliances (P) Ltd., on 30.10.2008 with two other Directors, namely P.Srinivasan and Pushpalatha Srinivasan (the second and third respondents herein) to carry on business under the name and style of First Hoome Appliances (P) Ltd., instead of erstwhile individual capacity. Therefore it was requested in the said letter by the first respondent that, the tenancy may be regularised in the name of the company so as to enable him to continue the tenancy.

2.6. Subsequently on 16.06.2011, the LIC has written a letter to the first respondent that, the Form No.16A sent by the respondents / lessees was not acceptable to LIC, because it was in the name of First Hoome Appliances (P) Ltd., and the same was not signed by the first respondent, i.e., M.R.Elangovan. It was further informed in the said letter by the LIC that, the request for tenancy in the name of First Hoome Appliances (P) Ltd., shall be examined only on payment of all the rental arrears and accordingly, the rental arrears was quantified till such date was Rs.8,33,611/-. Therefore the first respondent was advised by the LIC to remit the arrears immediately, so that, his request for tenancy in the name of First Hoome Appliances (P) Ltd., shall be examined. If the arrears have not been paid, necessary legal action would be taken to terminate the tenancy.

2.7. Subsequently on 02.12.2011, the LIC issued a termination letter of tenancy addressed to the first respondent, i.e., M.R.Elangovan, whereby the tenancy was terminated on the expiry of 15 days from the date of receipt of the letter and therefore the first respondent was directed to vacate the premises on completion of the 15 days and informed that any payment

subsequently received would be treated only as damages for unauthorised use and occupation.

2.8. However the LIC had issued another order or letter of termination of tenancy on 25.05.2012. This time, this was addressed to all the three respondents herein, namely M.R.Elangovan, P.Srinivasan and S.Pushpalatha in the capacity of the Director of First Hoome Appliances (P) Ltd., In this letter of termination, dated 25.05.2012, the LIC had informed to the Lessee that, the tenancy has been terminated after expiry of 15 days from the date of receipt of the letter, with other usual instructions.

2.9. Subsequently, on receipt of this termination of tenancy letter by the Lessee, they had come forward to pay a sum of Rs.10,68,570/-, this sum was exactly demanded by the LIC vide their letter of termination of tenancy, dated 25.05.2012, by way of Demand Draft drawn from HDFC Bank Ltd., dated 20.06.2012.

2.10. Thereafter in the year 2013, the LIC, on 08.04.2013 had issued a letter of termination of tenancy to the first respondent, of course in the capacity as Director of First Hoom Appliances (P) Ltd. It is to be noted that, this letter of termination of tenancy is the third one in the series. In response to the same, the lessee, represented by its Managing Director of First Hoom Appliances (P) Ltd., on 04.05.2013, had written to the LIC seeking the renewal of the lease in the name of First Hoom Appliances (P) Ltd. However in response to the same, the LIC addressed a letter to the Managing Director of the First Hoom Appliances (P) Ltd., on 08.07.2013 stating that, the request of the lessee to renew the lease agreement in the name of First Hoom Appliances (P) Ltd., was placed before the appropriate committee and since it was decided that, the petition premises / building was required for re-development, it was decided to take back possession of the premises. Therefore the lessee was offered only three months time to vacate and hand over the possession of the premises, i.e., on or before 10.10.2013.

2.11. However, subsequently in the year 2014, i.e., on 20.01.2014, the LIC has written another letter to the lessee in the name of M/s. First Hoome Appliances (P) Ltd., probably in response to the earlier letter of the lessee, dated 16.11.2013 making the offer made by the lessee to agree for 5% revision of the rent, rejecting the same, the LIC had given its revised rate of rent from the lease period of 01.10.2008 to 2011 at the rate of Rs.20/- per sq.ft., therefore a monthly rent of Rs.1,77,020/- and for the period starting from 01.10.2011 it was fixed at the rate of Rs.30/- per sq.ft by thus the monthly rent was Rs.2,65,530/- and the LIC had also requested the lessee to examine the said offer made by them and revert back before 31.01.2014.

2.12. In response to the said offer made by the LIC dated 20.01.2014, the lessee, i.e., the First Hoome Appliances (P) Ltd., represented by its Managing Director, on 03.02.2014 has given its reply stating that, the renewal has been inordinately delayed only due to the fault of the LIC and not on the fault of the lessee and ever since the expiry of the initial agreement, the lessee had been requesting for the LIC for the renewal of agreement and further reiterated that, the offer made by the lessee for

revision of 5% from the existing rent effecting from January 2014 can be considered.

2.13. Subsequently it seems that, some negotiation went on and ultimately on 01.10.2014, the lessee has written further letter to the LIC to reconsider the issue by considering their offer to make an upward revision of 5% from the existing rent.

2.14. At that stage, probably not accepting the said offer made by the lessee for 5% increase, the LIC had decided to give a letter of termination of tenancy, accordingly, on 31.10.2015, the LIC has issued termination of tenancy letter addressed to all the three respondents who are joint lessees of the petition premises. The said letter of termination of tenancy, dated 31.10.2015 of the LIC sent by registered post having been received by the respondents lessee, they had responded on 19.11.2015, stating that, they would agree for a 10% revision in the existing rent effective from 01.12.2015. Not satisfied with the said reply given by the lessee on 19.11.2015, the LIC decided to invoke the provisions of the Public Premises

(Eviction of unauthorised Occupants) Act 1971, in short “the Act” henceforth to be referred to.

2.15. Accordingly the LIC filed a petition under Section 5 and 7 of the Act before the Estate Officer of the LIC, Southern Zonal Office, Chennai-2. The said petition having been numbered as Petition No.10 of 2016 by the Estate Officer, was proceeded further, where, the Estate Officer issued a notice under Section 4(1) of the Act in Petition No.10 of 2016 on 26.10.2016, directing the lessee to appear on 10.11.2016. On receipt of the notice under Section 4 (1) of the Act from the Estate Officer, the lessee had sent a communication on 08.11.2016 to the Estate Officer stating that, due to some personal reason, the Managing Director of the Lessee could not appear on 10.11.2016, therefore the hearing may be deferred to third week of December 2016 and accordingly a date can be intimated for hearing.

2.16. Subsequently the lessee entered appearance before the Estate Officer and filed their objection statement on 07.12.2016. Thereafter before the Estate Officer the matter was pending for more than a year, where

during the pendency of the petition before the Estate Officer, there was an attempt made by both sides to amicably settle the matter. In this regard, it seems that, the LIC having considered the offer made by the lessee with regard to the enhancement of rent for various lease periods from 2008 onwards by making a periodical increase, had given its offer and also conveyed its consent for renewal of lease in the name of First Hoome Appliances (P) Ltd.,

2.17. However, according to the LIC, the lessee had not come forward to give their counter offer or accept the offer given by the LIC and at one point of time before the Estate Officer, the counsel appearing for the lessee had not chosen to appear, therefore after recording the same, the Estate Officer proceeded to conclude the proceedings and ultimately given his findings by order, dated 18.01.2018, whereby the Estate Officer in exercising the powers conferred on him under Section 5(1) and 7(3) of the Act, directed the lessee to vacate the premises within 15 days of the date of publication of the order and also directed the lessee to pay a sum of Rs.1,45,55,422.35/- only as arrears of rent and damages.

2.18. Aggrieved over the said order passed by the Estate Officer, dated 18.01.2018, the lessee preferred Civil Miscellaneous Appeal in C.M.A.No.22 of 2018 before the Principal Judge at City Civil Court, Chennai in February 2018. During the pendency of the said CMA, it seems that, pursuant to the Estate Officer's order and the certificate issued by him in this regard, the District Collector and Tahsildar concerned seems to have initiated Revenue Recovery Proceedings. Therefore the lessee filed a revision petition before this Court in C.R.P.(PD).No.1672 of 2018, where initially an interim order of stay, was granted, of the demand notice, dated 13.04.2018 issued by the Tahsildar, Egmore Taluk, Chennai and subsequently the very CRP was disposed by this Court, by its order, dated 07.06.2018, whereby a direction was given to the Principal District Judge, to decide the C.M.A.No.22 of 2018 on or before 22.06.2018.

2.19. Accordingly the C.M.A was decided and disposed of by order of the Principal Judge, City Civil Court, Chennai on 25.06.2018, whereby the learned Judge of the first appellate court has allowed the appeal by setting aside the order passed by the Estate Officer, dated 18.01.2018 made in

Petition No.10 of 2016 on the file of the Estate Officer of the LIC. Aggrieved over the said order passed by the Appellate Court / Principal Judge, City Civil Court, Chennai, in C.M.A.No.22 of 2018, dated 25.06.2018, the LIC has filed the present revision petition before this Court.

3. The case of the lessee / respondents, as projected through the pleadings throughout the proceedings before the Estate Officer as well as the first appellate Court, are as follows :

3.1. Insofar as the lease entered into between the LIC and the lessee (MI Group of Company represented by M.R.Elangovan), the lessee has not raised any dispute. The said lease was expired, admittedly, on 31.03.2008. Thereafter it was not extended expressly, however, on 08.12.2008, the first respondent has intimated the LIC that, he is the promoter Director of a new company under the name and style of M/s. First Hoome Appliances (P) Ltd., and that, the said company will be operating the subject property and the rental payments also shall be made by the new company henceforth.

3.2. Thereafter the LIC had replied 02.04.2009, calling upon the first respondent lessee to furnish the name, occupation and full address of the other Directors of the company along with other documents. Thereafter all payments due with respect to the petition property had been made only by the First Hoome Appliances (P) Ltd., and the same was received by the LIC without any demur. In this regard, it is the further case of the lessee that, in fact LIC had called upon the company to submit an undertaking-cum-indemnity bond regarding the service tax liability which was also submitted by the lessee company vide communication, dated 07.07.2010.

3.3. Though the first respondent / lessee had repeatedly made request to transfer the tenancy from his individual name to that of the company, however the LIC had informed that, the request can be examined only upon payment of all the arrears, vide communication, dated 16.06.2011 and 19.11.2011. Thereafter though the LIC on 02.12.2011 and 25.05.2012 had issued communication for terminating the tenancy by demanding or quoting the rental arrears at Rs.10,68,570/-, since the entire amount of Rs.10,68,570/- had been settled by the lessee company, the termination of

tenancy communication was not acted upon by the LIC and therefore on 25.06.2012, it was requested by the lessee to renew the tenancy in the name of the company.

3.4. In response, the LIC had issued communications dated 02.07.2012, 11.07.2012 and 12.07.2012. However subsequently on 08.04.2013, once again the LIC had issued termination of lease / tenancy for the alleged non-payment of arrears. This was also responded by the lessee by its reply, dated 04.05.2013, where the amount spent for repair works and maintenance works of the premises to the extent of more than Rs.60 lakhs had been spelt out.

3.5. However the LIC on 08.07.2013, had sent a reply stating that, the building was required for re-development, therefore they decided to take back the possession of the premises. However once again the lessee had sent replies on 24.09.2013 and 07.11.2013 reiterating the aforesaid request to renew the tenancy in the name of the company.

3.6. Pursuant to the aforesaid communications, the lessee had been called upon by the LIC to attend a discussion on 12.11.2013, where, in good faith, the lessee had offered an upward revision of 5% of rent on the rents already being calculated and accordingly, an offer letter, dated 16.11.2013 was issued by the lessee, of course reiterating the demand of renewing the lease in the name of the company.

3.7. However the LIC had issued reply dated 20.01.2014, unilaterally fixing the revised rent at Rs.20/- per sq.ft for the period from 2008 to 2011 and Rs.30/- per sq.ft for the period from 2011 to 2014. This huge increase since was not supported by any materials or documents, the lessee issued a reply on 03.02.2014 reiterating all the above mentioned reasons as to why a large increase in the rental amount was not viable and requested for further discussion.

3.8. Despite these developments, the LIC had issued a letter on 24.09.2014, reiterating its earlier quoted lease amount and even more shockingly quoting Rs.45 per sq.ft for the period commencing from

01.10.2014. Therefore having no other option, the lessee had again issued reply dated 01.10.2014 reiterating all the above mentioned factors and requested that, an upward revision of 5% may be considered in the lease amount to renew the lease and transfer it in the name of First Hoome Appliances (P) Ltd.,

3.9. However, the LIC, 4th time in the row has issued letter of termination of tenancy, dated 31.10.2015 to all the three respondents herein terminating the tenancy. On receipt of the said letter of termination of tenancy issued by the LIC, the lessee, by its quick response on 19.11.2015, had sent a letter to the LIC, where it had agreed upon for only 10% revision in the existing rent effective from 1st December 2015.

3.10. Only at that stage, even without replying to the said offer made by the lessee, even for the 10% upward increment, the LIC had gone to the Estate Officer and filed the petition to seek for the eviction of the lessee and demanded for the arrears of difference in rent as calculated by them from 2008 to 2016 and revised rent from February 2016 to August 2016 to the extent of Rs.1,45,55,422.35/-.

3.11. It is the further case of the lessee that, during the pendency of the petition before the Estate Officer, a further revised offer had come from the LIC dated 14.09.2017 and the said offer made by the LIC insofar as the period commencing from 01.10.2017 for a sum of Rs.1,40,130/- as a monthly rent was acceptable to the lessee and only in respect of the previous lease period, the offer made by the lessee can be accepted by the LIC. Despite these agreement having been communicated or expressed by the lessee to the LIC, unmindful of the same, the LIC proceeded the matter before the Estate Officer, who also, without considering all these aspects, has proceeded to accept the case of the LIC and ultimately confirmed what has been sought for by the LIC before the Estate Officer thereby allowing the petition of the LIC by directing the lessee to vacate the premises and to pay the amount of Rupees One Crore Fifty five lakhs and more as demanded by the LIC to be paid as rental arrears and damages.

3.12. Felt aggrieved over the order of the Estate Officer, when appeal was filed in C.M.A.No.22 of 2018 before the Appellate Court, where these factual matrix as well as the legal issue pointed out by the lessee were

considered in proper perspective and ultimately the Appellate Court in C.M.A.No.22 of 2018, by its order, dated 25.06.2018, allowed the appeal filed by the lessee. Therefore the said order passed by the appellate court is a well reasoned order both on facts as well as on law and therefore the same has to be upheld or sustained.

4. Based on the aforesaid factual matrix, arguments were advanced by the respective learned Senior counsel appearing for the parties.

5. I have heard Mr.V.Ayyadurai, learned Senior counsel appearing for the lessee who raised the following grounds :

(i) Though initially the lease was entered in the name of MI Group of Company represented by M.R.Elangovan, the first respondent herein, subsequently, in October 2008 formulated a company in the name and style of First Hoome Appliances (P) Ltd., where all the three respondents are Directors. The LIC also had recognised these respondents with the said company as the lessee on monthly basis since the lease agreement was not renewed or extended expressly beyond 2008, therefore, notice under Section

4(1) of the Act should have been issued or given to all those who are in occupation. In this context, no notice had been served on the company, i.e., the First Hoome Appliances (P) Ltd., which is a legal entity and therefore non-issuance of the notice under Section 4(1) on the company, which is the main lessee and occupant, would vitiate the entire proceedings initiated by the Estate Officer by invoking the provisions of the Act.

(ii) When notice under Section 4(1) of the Act is a mandatory, in view of the defective 4(1) notice, as mandatory requirements were not followed, the entire proceedings is vitiated.

(iii) While fixing the market value, to fix the damages, rule 8 of the Public Premises (Eviction of Unauthorised Occupants) Rules 1971 (In short "the Rules") made under the Act should have been followed, which they have not followed.

(iv) At the time of final hearing, no opportunity was given to the lessee before the Estate Officer and this has been recorded and therefore

without affording the opportunity of bearing heard, since the Estate Officer passed the order of eviction, the same is bad in law for want of compliance of principles of natural justice.

(v) In view of the Estate Officer's order, there has been a civil consequence. When there is a civil consequence, what shall be the procedure to be followed as has been envisaged in Taylor v. Taylor principle should have been followed by the Estate Officer which they have not followed, therefore that was promptly intervened by the first appellate court, therefore the order impugned herein is to be sustained.

(vi) Even before filing the statutory appeal before the first appellate court by the lessee, the petition premises was locked and sealed on 17.02.2018 unilaterally without following the procedure established under law, therefore it was bad in law.

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(vii) Without exhausting Section 6 of the Act, if the premises is sealed under the provisions of Section 5(2) of the Act then it would also

amount to an action bad in law and therefore on that ground also, the order of the first appellate court can be sustained.

6. Raising these grounds, the learned Senior counsel for the lessee has relied upon the following decisions :

- (i) Parmanand Singh v. Union of India, (2018) 11 SCC 801
- (ii) Banatwala & Co., v. LIC, (2011) 13 SCC 446
- (iii) The District Collector, Tirunelveli District v. Government of India, 2011 (3) CTC 190
- (iv) Govindan, N. v. Chief Personal Officer, I.C.F, 1999 (III) CTC 588
- (v) Shangrila Food Products Ltd., v. LIC, (1996) 5 SCC 54
- (vi) New Delhi Municipal Committee v. Kalu Ram, (1976) 3 SCC 407
- (vii) M/s. Wire-Netting Stores v. Delhi D.A, 1969 (3) SCC 415

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7. I have heard Mr.G.Rajagopalan, learned Additional Solicitor General who appeared on behalf of the LIC. He would submit that, insofar

as the allegation that 4(1) notice was not served on the company is concerned, the termination of tenancy notice, dated 31.10.2015 was served to all the three respondents who are the Directors of the company, namely First Hoome Appliances (P) Ltd. Since there is no privity of contract between the company and the LIC, as per the procedure as contemplated under the Act, notice under Section 4(1) was served by the Estate Officer to all these respondents who are either in individual capacity or as a Director of the company or otherwise had been in occupation of the petition premises.

8. He would further submit that, on receipt of termination notices issued by the LIC to all these respondents as Director of First Hoome Appliances (P) Ltd., as well as the occupants of the petition premises, they have not raised any objection as has been raised herein that, a separate notice should have been to M/s. First Hoome Appliance (P) Ltd., represented by Managing Director. Moreover in the objection filed by these respondents / lessee in Petition No.10 of 2016 before the Estate Officer which runs about 8 pages, nowhere this ground had been raised that, the

notice under Section 4(1) should have been served also in the name of the First Hoome Appliances (P) Ltd.,

9. He would also submit that, as against the order passed by the Estate Officer, dated 18.01.2018, these three respondents in the same capacity as Director of First Hoome Appliances (P) Ltd., had filed appeal in C.M.A.No.22 of 2018 before the Appellate Court, i.e., Principal City Civil Court at Chennai. Had these respondents have any grievance that, neither termination of tenancy notice nor the notice under Section 4(1) issued by the Estate Officer had been issued in the name of the First Hoome Appliances (P) Ltd., i.e., the company which was also in the occupation of the premises, only the company should have filed an appeal before the First Appellate Court, instead these three respondents in the capacity of Directors of the company had chosen to file appeal before the Appellate Court and throughout they have maintained the same.

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10. In Ground (b) of C.M.A.No.22 of 2018, the respondents / lessee had stated that, the impugned order therein did not indicate anywhere the

issuance of a notice under Section 4 of the Act, as contemplated, to the appellants therein, i.e., only the respondents. The respondents / lessee had not chosen to even point out that, the notice under Section 4(1) was not issued in the name of the company. Therefore according to the learned Additional Solicitor General appearing for the LIC, throughout, both before the Estate Officer and before the First Appellate Court, where the appeal was filed only by these lessee / respondents, they have not raised the ground that, 4(1) notice was not issued by the Estate Officer in the name of the company.

11. However, without prejudice to the said contention, the learned ASG would further add that, as contemplated under the provisions of Section 4(1), the words "the persons concerned", employed by the Legislature in the said section 4(1) means, the persons who have been in occupation.

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12. In this context, it is to be noted that, according to him, the First Hoome Appliances (P) Ltd., being a limited company floated subsequently

by these respondents was not a lessee with the LIC and no lease agreement had been entered upon, however only these three persons in the individual capacity as well as in the capacity as Directors of the company had been in occupation, therefore these three people who are the respondents herein in both the capacities would be construed as "persons concerned", within the meaning of Section 4(1) of the Act and accordingly, the notices for termination of tenancy was given by the LIC only in respect of these three respondents / lessee and following the same, the Estate Officer also sent 4(1) notice only to all these three respondents, where their capacity has been specifically mentioned also as Director of the company.

13. Therefore in dual capacity, both individually as well as Director of the company, all the three had received notices, hence the question of giving one more notice in the name of the company who is no way connected with the property directly, does not arise. Therefore such non-issuance is not a fatal to the proceedings as projected by the lessee side, the learned ASG contended.

14. He would also submit that, nevertheless, such a plea has never been raised at any point of time and even in their appeal, they had been acting upon only in the capacity as Director of the company and accordingly, they filed the appeal before the Lower Court and the company in the capacity as a separate juristic person has never come forward to act upon and it was not at all a party in the appeal filed and the company has not also filed any separate appeal as against the order of the Estate Officer and therefore, the entire plea raised in this regard on the side of the lessee as projected by the learned Senior counsel, according to the learned ASG, would be untenable.

15. Insofar as the aforesaid submissions, the learned ASG has relied upon the following citations :

- (i) Murray & Co., v. Appellate Authority, (2008) 4 MLJ 639
- (ii) Syndicate Bank v. Ramachandran Pillai and others, (2014) 2 SCC (Civ) 596
- (iii) A.Thayal Nayagi v. Union of India (UOI) owning Southern Railway, 2005 Writ LR 112

(iv) Nandram and others v. Union of India and others, 87 (2000) DLT

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(v) Commissioner, Jalandhar Division v. Mohan Krishan Abrol, 2004

(4) CTC 35

16. I have considered the said rival submissions made by the learned Senior counsel appearing for the lessee and the learned ASG appearing for the LIC and have perused carefully the entire materials placed before this Court.

**17. *Discussion on factual matrix :***

17.1. Insofar as the factual matrix of the case is concerned, after having gone through the entire documents filed before this Court for its perusal, I am of the view that, a non-issue has been fought for by both the parties for several years. The reason being that, no doubt originally the lease was entered into between the LIC as the lessor and MI Group of Company represented by M.R.Elangovan as lessee on 22.04.2005, w.e.f., 01.04.2005 to 31.03.2008, i.e., for three years. The rent has been fixed and as per clause

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3(d), it is renewable by mutual consent. Though the lease was expired by 31.03.2008, subsequently, though no express renewal of lease entered into between the LIC and the lessee, the lessee had been continuously enjoying the property as tenancy by holding over, therefore the tenancy was to be construed as a tenancy by holding over from month to month basis and this factor is not in much dispute.

17.2. While so, since there had been arrears of rent, the LIC had issued notices demanding the payment of arrears of rent on various dates in the year 2009. At that point of time, by letter, dated 08.12.2008, the first respondent who was the original lessee with the LIC had written to the LIC stating that, he had floated a company with other two Directors in the name and style of First Hoome Appliances (P) Ltd., which would do the same furniture business hitherto done by him and therefore the lease can be extended or renewed in the name of the company. Thereafter also there have been number of communications between the LIC and the first respondent and at one point of time, on 02.12.2011, the LIC issued a letter for termination of tenancy, addressed to the first respondent in his individual capacity.

17.3. However by quickly realising the same, the LIC had come forward to issue the further termination of tenancy letter on 25.05.2012. This time, this was addressed by the LIC to all the three respondents styled as Director, First Hoome Appliances (P) Ltd. Thereafter the entire rental due as demanded in the termination of tenancy letter, dated 25.05.2012 to the extent of Rs.10,68,570/- was paid in one lumpsum by way of Demand Draft dated 20.06.2012. That seems to have been accepted by the LIC as the said amount was paid only in the name of First Hoome Appliances (P) Ltd., i.e., the company and that was sent only by the second respondent who was also acted as the Managing Director of the company.

17.4. Subsequently, after a year, i.e., in 2013, once again the LIC has come forward to issue a letter of termination of tenancy, this time addressed only to the first respondent, ofcourse in the capacity as a Director of First Hoome Appliances (P) Ltd. Thereafter also, there had been lot of letter correspondences between the lessee and the LIC. On 08.07.2013, the LIC addressed a letter to the Managing Director, First Hoome Appliances (P) Ltd., stating that, the premises in question was required for re-development,

therefore they want to take back the possession of the premises, hence three months time was given by the LIC to the company to vacate the premises.

17.5. Not stopping with that, subsequently, the LIC in response to the offer letter given by the company on 16.11.2013, agreeing for 5% upward increment of the rent, has given its offer on 20.01.2014, stating that, for the period from 2008 to 2011, monthly rent of Rs.20/- per sq.ft and for the period from 2011 to 2014, Rs.30/- per sq.ft., would be agreeable for the LIC, therefore the said offer was made to the lessee to examine and respond. However, by reply dated 03.02.2014, the lessee / company has responded, reiterating their earlier stand to offer only 5% increase from 2014. Subsequently also, it seems that, there had been discussions and deliberations between the parties, sometime in September 2014. Only thereafter on 31.10.2015, the LIC had come forward to issue letter of termination of tenancy. This could be construed as a fourth in row of issuance of termination of tenancy. That means, earlier three letter issued by the LIC for termination of tenancy were not acted upon and every time, when that was issued, subsequently, the LIC has accepted the rental arrears

paid by the lessee and thereafter continuous deliberation and discussion went on, negotiation had taken place, ofcourse only in respect of increment of the rent and not on the principle as to whether the lessee, i.e., the company can continue as a lessee, in the petition premises.

17.6. Therefore the last and fourth termination of tenancy letter, dated 31.10.2015 issued by the LIC has been addressed to all the three respondents in the capacity as Director of the company and on receipt of the same, by reply, dated 19.11.2015, the lessee had come forward, i.e., on behalf of the company, the Managing Director has written to the LIC stating that, they would be agreeing for 10% revision in the existing rent effective from 1<sup>st</sup> December 2015.

17.7. Stopping for a moment, the lessee atleast insofar as for the period from 1<sup>st</sup> December 2015 agreed upon to give upward revision of 10% of the existing rent. However not satisfied with the said offer made by the lessee, the LIC have gone for appropriate action under the provisions of the Act, thereby filed a petition before the Estate Officer in Petition No.10 of

2016, where the prayer sought for was that, the Estate Officer may pass an order of eviction of the respondents from the petition premises, remove the respondents from the premises, hand over the vacant possession of the petition premises to the LIC and also for recovering the arrears of the enhanced rent from 01.10.2008, till vacant possession is handed over to the LIC.

17.8. Subsequently 4(1) notice was issued by the Estate Officer and on receipt of the same, lessee entered appearance and filed their objections, where what has been narrated above in the facts of the case on the side of the lessee, had been stated.

17.9. It is very pertinent to be noted that, during the pendency of the proceedings before the Estate Officer, the LIC has made a very important communication to the lessee addressed to the first respondent and copy marked to the second and third respondents. In order to appreciate the said letter which is important to be noted herein, for the purpose of deciding the issue, the relevant portion of the letter is extracted hereunder :

"Ref:Estate

Sri. M.R.Elangovan,  
Director, First Hoome Appliances (P) Ltd.,  
Industrial & Prudential Building  
No.819, Anna Salai,  
Chennai - 600 002.

Dear Sir,

Re: Re: Rent Revision Proposal for approval - Petition No.10 of  
2016 under Sec 5 & 7 of PP Act 1971 - Premises occupied by  
M/s.First Hoome Appliances (MR.Elangovan) at Industrial  
Prudential Building, 819, Anna Salai, Chennai - 2.

This has reference to the several meetings held between  
Sri.P.Srinivasan, Director, First Hoome Appliances (P) Ltd, and  
our Zonal Rent Committee on various dates in the financial years  
2014, 2015, 2016 & 2017 in LIC Zonal Office Building, Anna  
Salai, Chennai - 2 regarding renewal of leases pending from  
2008 for the above premises. In response, we wish to inform you  
that the Competent Authority has approved the renewal of lease  
and revision of rent. without prejudice to our rights and  
contentions in the matter pending before Estate Officer, as  
detailed below:

| <i>Lease Period From</i> | <i>To</i>  | <i>Years</i> | <i>Present Basic rent (Rs.)</i> | <i>Present Rate Per Sq.ft. (Rs.)</i> | <i>Revised Basic rent (Rs)</i> | <i>Revised Rate per sq.ft. (Rs)</i> |
|--------------------------|------------|--------------|---------------------------------|--------------------------------------|--------------------------------|-------------------------------------|
| 01.10.2008               | 30.09.2011 | 3            | 70065                           | Rs.10/- GF,<br>Rs.5/- FF             | 77072                          | Rs.11.00/- GF,<br>Rs.5.50/- FF      |
| 01.10.2011               | 30.09.2014 | 3            | 77072                           | Rs.11.00/- GF,<br>Rs.5.50/- FF       | 84778                          | Rs.12.10/GF<br>Rs.6.05/- FF         |
| 01.10.2014               | 30.09.2017 | 3            | 84778                           | Rs.12.10 GF.<br>Rs.6.05/- FF         | 93256                          | Rs.13.31 GF<br>Rs.6.65/- FF         |
| 01.10.2017               | 30.09.2020 | 3            | 93256                           | Rs.13.31 GF.<br>Rs.6.65/- FF         | 140130                         | Rs.20 - GF<br>Rs.10/- FF            |

In view of the above renewal of lease and revision of rent the actual arrears of rent and difference in rent for the various renewal periods are given below:

...

...

...

Total of I, II, III & IV -----Rs.29,71,783/-

Kindly arrange to remit the amount of Rs.29,71,783/- at the earliest.

Yours faithfully,

Secretary (Estates)"

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17.10. In the said letter, dated 14.09.2017, the LIC has communicated that, with reference to several meetings held between the lessee / company

(the second respondent P.Srinivasan, Director of the Company) and the Zonal Rent Committee of the LIC on various dates in the financial years, 2014, 2015, 2016 and 2017, they wished to inform that, the competent authority has approved the renewal of lease and revision of rent (ofcourse without prejudice to the rights and contention of the LIC before the Estate Officer). After stating this, the revised rent also has been mentioned in the table quoted above.

17.11. If we look at the table for the period from 2008 to 2011 and from 2011 to 2014 as well as from 2014 to 2017, uniformly there has been an upward increase of 10% rent, thereafter from the year 2017, it was increased more than 10%, i.e., Rs.20/- per sq.ft., for ground floor and Rs.10/- for first floor, that comes about Rs.1,40,130/- as monthly rent. In response to this offer made by LIC, though it was the case of the LIC that, the lessee had not responded as reflected in para 8 of the order passed by the Estate Officer, the fact remains something different. In para 8 of the order, the Estate Officer has recorded the following :

"The respondent 2 appeared in person representing

on behalf of other respondents also only in the 4th hearing. Thereafter the matter was adjourned to various dates. The respondents filed their objection dated 7.12.2016. Thereafter the matter was posted for production of evidence. Then the respondents sought time for negotiation with the petitioner for settlement of the matter. In spite of time granted the respondents failed to settle the matter and therefore directed to produce evidence. In spite of sufficient time the respondents failed to produce any evidence in support of their objections. Therefore the evidence of respondents was closed on 24.2.2017 and posted for arguments. After that the respondents informed that he negotiated with the Estate department and requested further time. On 25.9.2017, the petitioner counsel informed that the offer made by the respondents for settlement of the matter was considered by the higher officials and approved for settlement, but though the said proposal was also communicated to the respondents in spite of that the respondents have not come forward to settle the amount. The respondents were given sufficient time to settle the matter, but the respondents have not settled the

matter and also failed to argue the matter. Even in the hearings the respondents informed there is nothing to argue but wants to settle the matter and in spite of settlement offer was accepted by the petitioner, the respondents have not settled the matter though they have undertaken to settle in short period. Several opportunities was given to the respondents for reporting compliance of the settlement offer. On 5.12.2017 the petitioner counsel was heard and there was no representation from the respondents and therefore the order was reserved for passing orders."

17.12. It was recorded by the Estate Officer that, despite chance was given to settle the matter between the parties and that was requested for in fact by the lessee, no such settlement was reached and in this regard, the counsel for LIC on 25.09.2017 seems to have informed before the Estate Officer that, the offer made by the Lessee for settlement of the matter was considered by the higher officials of the LIC and approved the same for settlement but though the said proposal also was communicated to the lessee, they have not come forward to settle the issue.

17.13. However in the grounds of appeal filed by the lessee before the First Appellate Court in C.M.A.No.22 of 2018 in Ground No. (d), the lessee has stated the following :

"d) The Estate Officer erred in rendering a finding by issuing notice under Section 5(1) of the Act, defining the appellant as unauthorized occupant as per Section 2(g) of the Act which is unsustainable in law and the Estate Officer has not given any sufficient reason for terming the appellants as unauthorized occupants. The appellants have been paying the rent regularly without any default up to October 2017. Thereafter, with the issue regarding fixation of fair rent was afoot, with particular reference to notice dated 14.9.2017 issued by the respondent fixing fair rent at exorbitant amount, from the year 2008, the appellant offered to pay the revised rent of Rs.1,40,130/- per month effective October 2017 and not from 2008 as demanded by the respondent vide its letter dated 14.9.2017. The impugned order has been passed without considering the request of the appellants to pay the increased fair rent from October 2017 and the impugned order, which has been passing

without considering the genuine request made by the appellants, thereby violating principles of natural justice, is liable to be set aside."

17.14. In Ground No. (d), as quoted above in the appeal, the lessee have categorically stated that, they have paid the rent without default up to October 2017, thereafter with regard to the issue of fixation of fair rent with particular reference to notice dated 14.09.2017 issued by the LIC fixing fair rent at exorbitant amount from the year 2008, the appellants offered to pay the revised rent of Rs.1,40,130/- per month effective from October 2017 and not from 2008 as demanded by the respondents vide its letter, dated 14.09.2017.

17.15. By stating this, the lessee have further stated that, without considering the said request of the lessee, to pay the increased fair rent from October 2017, the impugned order has been passed.

17.16. Therefore stopping for a moment, the lessee also agreed to pay the revised rent from 2017 onwards at the rate of Rs.1,40,130/- per month.

In this context, it is relevant to be pointed out here that, by letter, dated 19.11.2015, the lessee had already agreed for 10% revision in the existing rate from 1st December 2015 and now in Ground (d) of the CMA, they have stated that, in response to the offer made by the LIC, which is reflected in their letter, dated 14.09.2017, the lessee had agreed to pay the enhanced rent of Rs.1,40,130/- per month from 01.10.2017 onwards.

17.17. Considering all these aspects, now the grey area is only between 2008 and 2011 and 2011 and 2014. Insofar as 2008 and 2011 is concerned, the offer made by the LIC, through their letter dated 14.09.2017 is only a marginal increase of 10% from the existing rent under the lease agreement between the first respondent and the LIC of the year 2005 which was Rs.70,065/-, that was increased to Rs.77,072/-. Like that, for the period between 2011 and 2014, it was increased further 10%, i.e., from Rs.77,072/- to Rs.84,778/-.

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17.18. The only grey area is whether the lessee would be aggrieved if the 10% increase is made by the LIC for the period between 2008 and 2011

as well as 2011 and 2014 is concerned, in this regard, this Court feels that, the increase offered by the LIC was marginal and cannot be considered to be exorbitant one. Earlier the LIC wanted it for Rs.20/- per sq.ft and subsequently, Rs.30/- per sq.ft and Rs.45/- per sq.ft. for the period covering from 2008 to 2017, but now it is only an average of 8 to 9 Rupees per sq.ft, 9 to 10 Rupees per sq.ft., and 10 to 11 Rupees per sq.ft., for the period covering from 2008 to 2017. When the lessee had come forward to accept the increase for the period from 2017 onwards to the extent of Rs.20 per sq.ft., for ground floor and Rs.10/- per sq.ft for first floor, altogether a sum of Rs.1,40,130/-, this Court also feels that, the increase made in the previous years, i.e., period from 2008 to 2017 is only a 10% increase, therefore it is minimal and in this regard, no prudent man would doubt or can quarrel with LIC for such increase.

17.19. Moreover, when the lessee themselves had come forward to accept 10% increase from 2014 or 2015 onwards and also has accepted the increased rent of Rs.1,40,130/- per month from 2017 onwards, there could be no quarrel for the period covering from 2014 onwards. However the only

grey area, as stated above, is the period from 2008 to 2014, i.e., six years, for which, the increase was first three years 10% and the second three years also 10% and therefore this Court feel that, the said increase can be an acceptable one.

17.20. Also the LIC, in their letter dated 14.09.2017, has conveyed its approval of competent authority for the renewal of the lease as desired by the lessee in the name of the company. Therefore as far as the lessee is concerned, their first demand of renewing the lease in the name of the company has been agreed and approved by the competent authority of the LIC and insofar as the revision of rent is also concerned, after having deliberation and negotiation for several years from 2014 to 2017 with the lessee, the LIC has come forward with the offer in their letter dated 14.09.2017 as quoted above, which, in the considered opinion of this Court, is a genuine approach and the increase also appears to be either minimal or marginal, hence, it would be acceptable to any prudent lessee.

17.21. When that being the position, for what issue both the lessee as well as the LIC have been fighting for, for all these years, before various forum, is not understandable.

17.22. If at all any unresolvable factual or legal matrix are involved in a case or litigation, then only the lis can be put forth before the adjudicating authority or judicial forum.

17.23. Here in the case in hand, no much grey area still is available for the parties to agitate and the grey area or difference between the parties could be easily ironed out, which infact sincerely attempted to by the LIC, as has been reflected in the offer letter, dated 14.09.2017.

17.24. Despite this offer letter has been given by the LIC and this has also been brought to the notice of the Estate Officer during the pendency of the proceeding before him, assuming that, the lessee could not come forward to accept the offer or to make their reasons for not accepting the offer, the Estate Officer could have proceeded the case on the basis of the

offer made by the LIC and accordingly the revised rent could have been calculated and based on such calculation whatever be the arrears could have been arrived at.

17.25. However, the Estate Officer has accepted the entire claim made by the LIC for seeking rental arrears as well as damages to the extent of Rs.1,45,55,422.35/-. However as on 14.09.2017 itself, the arrears amount recoverable from the lessee, even according to the LIC was only Rs.29,71,783/-. If that being so, what is the source or calculation, based on which, the LIC has arrived at to seek a tall claim of Rs.1,45,55,422.35/- and this was also not considered properly by the Estate Officer and he has mechanically allowed the said plea made on behalf of the LIC and passed the order directing the lessee to pay the said amount.

17.26. If we look at the order of the Estate Officer, in the context or in the background of the aforesaid facts and circumstances, this Court feel that, the Estate Officer was misdirected and thereby having accepted the plea, as raised by the LIC, has passed the order, dated 18.01.2018. Therefore the

said order cannot be sustained in the eye of law even on the basis of the accepted factual matrix.

**18. Discussion on law :**

18.1. Mr.V.Ayyadurai, learned Senior counsel appearing for the lessee has mainly urged the ground that, there was no 4(1) notice issued properly as has been contemplated under the Act and in this context, his main contention was that, the notice should have been issued in the name of the company also, therefore the non-issuance of 4(1) notice in the name of the company would be a fatal to the entire proceedings, therefore on that ground, the order of the Estate Officer has to be set aside, which has been rightly accepted and set aside by the First Appellate Court. Therefore the order impugned passed by the First Appellate Court has to be sustained, he contended.

18.2. In order to analyse this, let me take Section 4 of the Act which reads thus :

"4. Issue of notice to show cause against order of

eviction - (1) If the estate officer has information that any person is in unauthorised occupation of any public premises and that he should be evicted, the estate officer shall issue in the manner hereinafter provided a notice in writing within seven working days from the date of receipt of the information regarding the unauthorised occupation calling upon the person concerned to show cause why an order of eviction should not be made.

(1-A) If the estate officer knows or has reasons to believe that any person is in unauthorised occupation of the public premises, then, without prejudice to the provisions of sub-section (1), he shall forthwith issue a notice in writing calling upon the person concerned to show cause why an order of eviction should not be made.

(1-B) Any delay in issuing a notice referred in sub-sections (1) and (1-A) shall not vitiate the proceedings under this Act.

(2) The notice shall -

(a) specify the grounds on which the order of eviction is proposed to be made; and

(b) require all persons concerned, that is to say, all persons who are, or may be, in occupation

of, or claim interest in, the public premises -

(i) to show cause, if any, against the proposed order on or before such date as is specified in the notice, being a date not [later than] seven days from the date of issue thereof, and

(ii) to appear before the estate officer on the date specified in the notice alongwith the evidence which they intend to produce in support of the cause shown, and also for personal hearing, if such hearing is desired.]

3. The estate officer shall cause the notice to be served by having it affixed on the outer door or some other conspicuous part of the public premises, and in such other manner as may be prescribed whereupon the notice shall be deemed to have been duly given to all persons concerned."

18.3. By relying upon this provision, the learned Senior counsel would contend that, the words "person concerned", means, all those persons who have been in occupation in the premises in question should have been issued with notice. In this context, he would further add that, the company

was floated in October 2008 and which was duly intimated to the LIC and thereafter the money, i.e., the rental arrears was paid all along only by the company and these factors having been known to the LIC, when they invoked the provisions of the Act, should have acted upon only strictly in accordance with the said provisions and accordingly notice should have been given to the company also, therefore non-issuance of the notice to the company would be a fatal.

18.4. The said argument appears to be an acceptable one on the prima facie case, we noted. Because, the company was floated in the year 2008, that was duly intimated by the lessee to the LIC. The LIC also at one point of time started sending communications to these lessee quoting that, they are Directors of the First Hoome Appliances (P) Ltd., At some point of time, the correspondences had been between the LIC and the Managing Director of the First Hoome Appliances (P) Ltd. Therefore the LIC has recognised the First Hoome Appliances (P) Ltd., also as a lessee and accordingly, atleast the communications, dated 08.07.2013 and 20.01.2014 issued by the LIC were addressed only to the company alone and not even to the Director in their capacity as a Director or individual capacity.

18.5. Moreover, it was not the stand of the LIC throughout that, the LIC would never want this company to be the lessee of the premises concerned, all that they communicated was, if the rental arrears are cleared, certainly, the plea of the lessee to renew the lease in the name of the company would be considered, accordingly, the documents in this respect seems to have been sought for by the LIC, which also has been supplied by the lessee.

18.6. Also by communication, dated 14.09.2017, the LIC has expressed its decision that, the competent authority has approved the renewal of the lease, by thus, the LIC has accepted the company as a lessee. Though the said letter, dated 14.09.2017 was subsequent to the notice under Section 4(1) issued by the Estate Officer, all earlier communications, which were pointed out above, were issued between the LIC and the company, ofcourse sometime with these three respondents / lessee in their capacity as Directors of the company.

18.7. When that being so, the Estate Officer could have cautiously issued a notice under Section 4(1) to the company also, since in the eye of law, a Registered company is a juristic person with whom since the LIC has been corresponding or dealing with for several years, ofcourse without recognising it as a lessee by any express written contract, certainly the company would be the person concerned or person interested to the premises and hence it would be entitled to get notice from the LIC within the meaning of Section 4(1) of the Act. To that limited extent, the ground raised by the lessee side can be accepted by this Court.

18.8. Mr.G.Rajagopalan, learned ASG appearing for the LIC however has submitted that, under the Act, if the tenancy has been terminated by the owner of the public premises, then the continuous occupation of the lessee shall only be construed as unauthorised one and in this context, when notice under Section 4(1) is issued, the reason for issuance of such notice for eviction of the lessee, being an unauthorised occupant, cannot be questioned. In support of his contention, the learned ASG relied upon **Murray and Co., v. Appellate Authority** reported in **(2008) 4 MLJ 639**

and would contend that, if the Estate Officer is satisfied that a person is in unauthorised occupation after the expiry of lease period, there is absolutely no reason to presume that, the notice issued by the Estate Officer under Section 4(1) of the Act is either arbitrary or malafide in nature.

18.9. The learned ASG has also relied upon number of decisions, in order to establish the principle that, the guidelines issued cannot curtail the limit of the applicability of the Statute or Law. Moreover the guidelines are not binding in nature, as the tenancy is nothing but a contract and a tenant has no right to continue in the occupation of the premises after the expiry of the period, for which the premises were let out. In support of these principle, the learned ASG has relied upon the orders of the Delhi High Court in LIC v. Dammyanti Verma, dated 23.03.2012.

18.10. He would also submit that, once the period of lease expired, it is the duty of any descent person to vacate the premises, if not, he has to be forcibly thrown out. In support of this, he relied upon **A.Thayal Nayagi v. Union of India and others** reported in **(2005) 1 MLJ 453**.

18.11. He would also submit that, when the Act empowers the authority to act in public interest and determine the tenancy, it cannot be said that, the tenant should be put in higher pedestal. Therefore the contention that, the termination amounts to violation of Article 14 was to be turned out. In support of this contention, the learned ASG relied upon **Jiwan Das v. LIC** reported in **1994 Supp (3) SCC 694**.

18.12. Insofar as the determination of the tenancy or occupation of the tenants as an unauthorised one or not, the Estate Officer need not go for a detailed procedure to be adopted and in this regard, once the lease period is expired and the same is not renewed, then the occupation of the premises would be deemed to be an unauthorised occupation. In support of this contention, the learned ASG relied upon **Commissioner, Jalandhar Division v. Mohan Krishan Abrol** reported in **2004 (4) CTC 35**.

18.13. However, in response to these contentions by citing the aforesaid decisions of the learned ASG, Mr.V.Ayyadurai, learned Senior

counsel had relied upon number of decisions as referred to in the earlier paras.

18.14. In order to analyse these decisions quickly, let me take first the main grounds raised by the learned Senior counsel appearing for the lessee that, 4(1) notice issued by the Estate Officer was not proper and since no notice was issued to the company, which was in occupation, then within the meaning of Section 4(1) of the Act that non-issuance would be fatal to the proceedings and therefore the entire proceedings is vitiated, he contended. In support of the said contention, the learned Senior counsel relied upon, **M/s. Wire-netting stores v. Delhi D.A.**, reported in 1969 (3) SCC 415, where he relied upon the following passage :

"8... It is only after the procedure in this section is complied with that the eviction of unauthorised occupants under Section 5 can take place. It appears that the Estate Officer did not follow the procedure of Section 4, nor did he give a notice which would comply with its terms and that is the reason why the notice has not been produced before us for our perusal. The petitioners said that

they had mislaid the notice and could not produce a copy which probably is also not true. In any case, both sides seem to have suppressed the notice from the Court. In this view of the matter we can hold that the procedure laid down by Section 4 was not followed, for it was the burden of the authority to establish to our satisfaction that they were acting in accordance with the law. In any case, no opportunity appears to have been given to the petitioners for showing cause against the proposed eviction. This is contrary not only to the law laid down but also to the principles of natural justice. In these circumstances, we have no option but to allow the petition. The action of the Authority appears to have been most high-handed on the facts of the case as brought out before us. If the Authority wished to evict the petitioners from the occupation of these premises it behaved them to follow strictly the procedure laid down for their action. It is a matter of great regret that authorities constituted to take such drastic steps without recourse to civil court should be so oblivious to their own duties as laid down in the Act. We accordingly allow the petition and order the

restoration of the premises to the petitioners and return of all the machinery and other goods and parts of their factory which have been seized from them."

18.15. He also relied upon a decision of this Court in the matter of **Govindan, N. v. Chief Personnel Officer, I.C.F**, reported in **1999 (III) CTC 588**, for the aforesaid principle of non-issuance of proper notice under Section 4(1) of the Act, where he relied upon the following passage :

"24. A glance at the notice dated 24.11.1994 issued to the petitioner, excepting to contend that the petitioner is in unauthorised occupation of the partners from 1.11.1994 beyond the permitted period of four months from the date of his retirement on 26.6.1994 and, therefore, in exercise of his powers as Estate office, under Section 4(1) of the Act, he has issued the notice thereby calling upon the petitioner to show cause on or before 3.12.1994 as to why such an order of eviction should not be passed? Section 4(2)(a) of the Act warrants to specify the grounds of which the order of eviction is proposed to be made. Section 4(2)(b)

contemplates that the notice should require all persons concerned, that is to say, all persons who are, or may be, in occupation of, or claim interest, in the public premises and Section 4(2)(b)(ii) requires that the notice shall specify such occupant or occupants to appear before the estate officer on the date specified in the notice along with the evidence which they intend to produce in support of the cause shown, and also for personal hearing, if such hearing is desired- The mandatory procedures laid down by Section 4 of the Act have not at all been followed by the respondents, nor any opportunity appears to have been given either to the petitioner or the other occupants of the quarters, which is mandatory and the show cause notice since having been issued contrary to law and the principles of natural justice as rightly held in the Judgment reported in M/s. Wire-Netting Stores v. Delhi D.A. The show cause notice issued in this case is hereby held a nullity based on which no order of eviction should have been passed."

18.16. The learned Senior counsel for the lessee has also vehemently contended that, the direction to pay damages by the order of the Estate Officer without adopting the procedure contemplated in this regard either under the Act or under the Rule is also bad in law. In order to appreciate the said contention, the relevant provision, namely Section 7 of the Act is extracted hereunder :

"7. Power to require payment of rent or damages in respect of public premises.—(1) Where any person is in arrears of rent payable in respect of any public premises, the estate officer may, by order, require that person to pay the same within such time and in such instalments as may be specified in the order.

(2) Where any person is, or has at any time been, in unauthorised occupation of any public premises, the estate officer may, having regard to such principles of assessment of damages as may be prescribed, assess the damages on account of the use and occupation of such premises and may, by order, require that person to pay the damages within such time and in such instalments as may be specified in the order.

[(2-A) While making an order under sub-section (1) or sub-section (2), the estate officer may direct that the arrears of rent or, as the case may be, damages shall be payable together with [compound interest] at such rate as may be prescribed, not being a rate exceeding the current rate of interest within the meaning of the Interest Act, 1978 (14 of 1978).]

(3) No order under sub-section (1) or sub-section (2) shall be made against any person until after the issue of a notice in writing to the person calling upon him to show cause [within seven days from the date of issue thereof], why such order should not be made, and until his objections, if any, and any evidence he may produce in support of the same, have been considered by the estate officer.

(4) Every order under this section shall be made by the estate officer as expeditiously as possible and all endeavour shall be made by him to issue the order within fifteen days of the date specified in the notice."

18.17. The learned Senior counsel also relied upon Rule 8 of the Rules under the heading "Assessment of damages", which reads thus :

"8.Assessment of damages - In assessing damages for unauthorised use and occupation of any public premises the estate officer shall taken into consideration the following matters, namely : -

- (a) the purpose and the period for which the public premises were in the unauthorised occupation;
- (b) the nature, size and standard of the accommodation available in such premises;
- (c) the rent that would have been realised if the premises had been let on rent for the period of unauthorised occupation to a private person;
- (d) any damage done to the premises during the period of unauthorised occupation;
- (e) any other matter relevant for the purpose of assessing the damages."

18.18. By relying upon the aforesaid Section 7 of the Act as well as Rule 8 of the Rules, learned Senior counsel would contend that, the procedure as contemplated therein had not been adopted or exhausted by the Estate Officer for making a determination that, the lessee were unauthorised occupants, whereby they have to pay damages for such unauthorised use.

18.19. In support of the aforesaid contention, the learned Senior counsel has relied upon the following two decisions :

(i) **New Delhi Municipal Committee v. Kalu Ram**, reported in **(1976) 3 SCC 407**, where he relies upon the following passage :

"2... As would appear from the terms of the section, it provides a summary procedure for the recovery of arrears of rent. It was argued that since section 7 did not put a time limit for taking steps under that section and as the limitation prescribed for a suit to recover the amount did not apply to a proceeding under this section, the High Court was in error in upholding the respondent's objection. In support of his contention that a debt remained due though barred by limitation, Mr. Hardy relied on a number of authorities, both Indian and English. We do not consider it necessary to refer to these decisions because the proposition is not disputed that the statute of limitation bars the remedy without touching the right. Section 28 of the Indian Limitation Act, 1908 which was in force at the relevant time however provided that the right to any property was extinguished on the expiry of the period prescribed by the Act for instituting a

suit for possession of the property. But on the facts of this case no question of a suit for possession of any property arises and section 28 has no application. It is not questioned that a creditor whose suit is barred by limitation, if he has any other legal remedy permitting him to enforce his claim, would be free to avail of it. But the question in every such case is whether the particular statute permits such a course. Does section 7 of the Public Premises (Eviction of Unauthorised Occupants) Act, 1958 create a right to realise arrears of rent without any limitation of time ? Under section 7 the Estate Officer may order any person who is in arrears of rent 'payable' in respect of any public premises to pay the same within such time and in such instalments as he may specify in the order. Before however the order is made, a notice must issue calling upon the defaulter to show cause why such order should not be made and, if he raised any objection, the Estate Officer must consider the same and the evidence produced in support of it. Thus the Estate Officer has to determine upon hearing the objection the amount of rent in arrears which is 'payable.' The word 'payable' is somewhat

indefinite in import and its meaning must be gathered from the context in which it occurs. 'Payable' generally means that which should be paid. If the person in arrears raises a dispute as to the amount, the Estate Officer in determining the amount payable cannot ignore the existing laws. If the recovery of any amount is barred by the law of limitation, it is difficult to hold that the Estate Officer could still insist that the said amount was payable. When a duty is cast on an authority to determine the arrears of rent, the determination must be in accordance with law. Section 7 only provides a special procedure for the realisation of rent in arrears and does not constitute a source or foundation of a right to claim a debt otherwise time-barred. Construing the expression "any money due" in section 186 of the Indian Companies Act, 1913 the Privy Council held in *Hans Raj Gupta and others v. Official Liquidators of the Dehradun Mussorie Electric Tramway Company Ltd.*(1) that this meant moneys due and recoverable in suit by the company, and observed: "it is a section which creates a special procedure for obtaining payment of moneys; it is not a

section which purports to create a foundation upon which to base a claim for payment. It creates no new rights." We are clear that the word "payable" in section 7, in the context in which it occurs, means "legally recoverable." Admittedly a suit to recover the arrears instituted on the day the order under section 7 was made would have been barred by limitation. The amount in question was therefore irrecoverable. This being the position, the appeal fails and is dismissed with costs."

(ii) In **Banatwala & Co., v. LIC**, reported in (2011) 13 SCC 446, the Hon'ble Apex Court has held that, the provisions of the Public Premises Act, 1971 shall govern the relationship between the public undertakings covered under the Act and their occupants to the extent they provide for eviction of unauthorised occupants from public premises, recovery of arrears of rent or damages for such unauthorised occupation, and other incidental matters specified under the Act.

18.20. The learned Senior counsel has also relied upon the decision of this Court in **The District Collector, Tirunelveli District v. Government**

**of India**, reported in **2011 (3) CTC 190**, to reiterate the principle that, if the company is in occupation, since it is the juristic person, it is also entitled to have notice under the provisions of the Act. In the said decision, it has been held as follows :

"19. Now coming to the next preliminary objection regarding maintainability, I find every force in the said argument. From the records it could be seen that the order impugned was on a revision filed by the company known as Indian Ocean Garnet Sand Company (P) Limited. It is needless to point out that the company incorporated under the Companies Act is legal person who can sue and be sued. Therefore, in the absence of the company before this Court and without affording opportunity to the company, if any order is passed thereby interfering with the impugned order, surely the same will be detrimental to the interest of the said company. Such an order would result in serious prejudice to the company. But unfortunately, the company has not been added as party to this writ petition. The explanation offered by the learned Special Government Pleader in this regard is that the second respondent Ramesh has been described as Managing Director of the said company and therefore, it should be constructed that the writ petition is filed only against the company. I regret that I am unable to persuade myself to accept the said

contention. As rightly pointed out by the learned senior counsel for the second respondent, a perusal of the affidavit would go to show that the second respondent Ramesh has been described at more than one place as an individual. For example, in paragraph 3 of the affidavit, it is stated as follows:-

"It is submitted that the father of the second respondent was granted with a lease for mining Garnet Sand in S.No. 22/7, 8, 9A, 9B, 10, 23/1, 92/3, 157/I-1, J, M, N, O and Q of K.Pudur Vilalge, Radhapuram Taluk, Tirunelveli District over an extent of 18.66 acres under G.O.Ms. NO. 96, Ind. Dept. dated 22.1.90 for five years. Pursuant to the said order of the Government, four lease deeds were executed on 17.7.90 in respect of the four leases. It is submitted that the petitioner received a number of complaint petitions from time to time from the villagers and also from an Ex. M.L.A. about the illicit mining and transportation of Garnet Sand by the father of the second respondent from his non leased patta lands in K.Pudur, Radhapuram Taluk, Tirunelveli District. The competent

authorities of the Revenue and Mines Department officials inspected the illicit mining area and found that illicit mining was done by the father of the second respondent. Proper action has been taken and penalties levied in several cases for the illicit mining to the father of the second respondent. "

20. It is needless to point out that this would surely indicate that the second respondent has been added in this writ petition only in his individual capacity being the son of late Manickam and not in the capacity of Managing Director of the company. In the last paragraph of the affidavit also, it is stated that,

"..... to direct the second respondent to remit a sum of Rs.4,26,94,855/- as the cost of 32,969 Metric Tonnes of Garnet Sand and Royalty illicitly mined by Thiru T.Manickam, father of the second respondent from his patta lands. ...."

21. There is a vast difference between the company being sued and individual, who incidentally happens to be a person who has got some connection with the company, being sued. It is not explained as to why the company has not been sued in its name in the writ petition. It is the settled law that since remedy under Article 226 of the Constitution of India is equitable and

discretionary, the High Court should dismiss the writ petition if the necessary party who will be vitally affected by the decision is not impleaded as a party to this writ petition. For this proposition, I may refer to the judgment of a Division Bench of this court in Baskaran v. Commr of College Education, 1995 (2) CTC 513, wherein in para 28 of the judgment, speaking for the Bench, Honourable M.Srinivasan (Later a Judge of the Supreme Court) has held as follows: -

"The applicant herein is a party who is directly affected by the judgment in the writ appeal. The third respondent was fully aware of the appointment of the applicant. The fact was also brought to the notice of the Court by the Directorate of Collegiate Education in the counter affidavit filed in the writ petition at the appellate stage. The Court ought to have taken note of the fact that any decision in favour of the writ petitioner would result in ousting the applicant herein from service and he was a necessary party to the said proceedings. We have already referred to the judgment of the Supreme Court in Prabodh Verma's case, AIR 1985 SC 167. It is categorically held in that case that the High Court should not proceed with a writ petition without insisting on

persons who would be vitally affected, being made respondents. If such persons are large in number and it is difficult to implead them individually, atleast some of them could be joined as respondents in a representative capacity. The Court has clearly directed that if the writ petitioners refuses to so join them, the High Court ought to dismiss the petition for non-joinder of parties. Unfortunately in this case, the Division Bench did not take notice of the law laid down by the Supreme Court in Prabodh Verma's case, AIR 1985 SC 167 and insist upon the applicant herein being impleaded as a party to the proceedings. The Court ought to have dismissed the appeal for non-joinder of the applicant herein. The failure on the part of the Court to give an opportunity to the applicant herein to appear in the proceedings and he heard, is undoubtedly violation of principles of natural justice. There is no merit in the contention of the third respondent that the applicant cannot put forward any defence independent of the management. The remedy under Article 226 of the Constitution of India is equitable and discretionary and the applicant could have put forward some

contentions which might not have been available to the management and requested the Court to consider the same."

In view of the above settled position of law, on the second preliminary objection raised by the second respondent, I find every force and on this ground, I have no option but to dismiss the writ petition."

18.21. Relying upon these decisions, the learned Senior counsel would contend that, the non-issuance of notice under Section 4(1) to the company is fatal to the proceedings. Therefore if no proper 4(1) notice was given by the Estate Officer, that would amount to denial of opportunity to the occupants and also while invoking Section 7 of the Act for determination of the damages, to have the determination of unauthorised occupancy by the Estate Officer, the lessee who had been in unauthorised occupation has to be issued notices, for which the procedure as has been contemplated under section 7 of the Act and rule 8 of the Rule should have been adopted. Since the Estate Officer has not adopted the procedure for determination, it is also wrong, therefore, on this ground, the order of the Estate Officer should have been interfered with, which rightly was

interfered with by the appellate court through the impugned order, he contended.

18.22. No doubt, the aforesaid principles have been laid down in various decisions of the Hon'ble Apex Court as well as this Court and other High Courts as has been cited by the learned ASG appearing for the LIC and the learned Senior counsel appearing for the lessee. However, in the present case, since this revision petition has been filed invoking the superintendence power of this Court under Article 227 of the Constitution, this Court can go into the totality of the merits of the issue and ultimately can give a verdict, to meet the ends of justice.

18.23. The Hon'ble Supreme Court in **Shangrila Food Products Ltd., v LIC** reported in **(1996) 5 SCC 54**, in a similar issue, has opined as follows :

"11. It is well settled that the High Court in exercise of its jurisdiction under Article 226 of the Constitution can take cognisance of the entire facts and circumstances of the case and pass appropriate

orders to give the parties complete and substantial justice. This jurisdiction of the High Court, being extraordinary, is normally exercisable keeping in mind the principles of equity. One of the ends of the equity is to promote honesty and fair play. If there be any unfair advantage gained by a party priorly, before invoking the jurisdiction of the High Court, the Court can take into account the unfair advantage gained and can require the party to shed the unfair gain before granting relief..."

18.24. Having these principle in mind, this Court feel that, in view of the facts narrated in the earlier paras and the decision going to be taken in this order, the entire gamut of the issue as projected by both sides should be gone into and accordingly, the ultimate decision, to meet the ends of justice, can be rendered by this Court, by exercising the superintendence power of this Court under Article 227 of the Constitution.

18.25. Whether such non-issuance of the notice in the name of the company would be a fatal to the case is the prime question, where, the learned Senior counsel appearing for the lessee has quoted the

aforementioned decisions. However, this Court feel that, in view of the decision going to be taken by this Court at its conclusion in this order, the said proceedings initiated by the LIC before the Estate Officer need not be considered to be a infirm one merely because non-issuance of notice to the company's name also.

18.26. The reason being that, the said point has never been raised by the lessee except at the arguments advanced before the appeal, where, this point had been raised by the learned Senior counsel. However, before the Estate Officer, where, a long objection has been filed by the lessee, this point has not been raised. Moreover against the order of the Estate Officer, when the lessee filed C.M.A.No.22 of 2018 before the First Appellate Court, only these three respondents in the capacity as Directors of the company had joined together and filed the appeal, where the company had not come forward to file an Appeal, thus, so far the company is silent. Therefore for these reasons, since the plea now raised had already been impliedly given up by the lessee, probably because, they themselves had been impleaded in all these proceedings not in individual capacity but as

Director of the First Hoome Appliances (P) Ltd., and that impleadment having been accepted by these lessee, they cannot now turn around and say that, the company should have been separately shown as a party and non-issuance of the notice to the company would be a fatal to the entire proceedings.

18.27. In addition, under the scheme of the Act, it is not only against the statutory lessee under the express provision of the contract between the owner of the public premises as well as the lessee, but also other persons who are in occupation of the premises also could be brought under the provisions of the the Act and accordingly, eviction proceedings can be initiated, for whom also, hence, notice under Section 4(1) of the Act has to be necessarily given and therefore the notice to all these three respondents in the capacity of the Directors of the company would serve the purpose and therefore the said non-issuance of the notice, in the the name of the company, as claimed by the lessee, as a legal ground, in the considered opinion of this Court, would not be a fatal to the case.

18.28. However, insofar as the other aspects are concerned, namely that, the mutual agreement between the parties at various point of time, i.e., firstly, the LIC issued a termination notice on 02.12.2011, secondly such notice was given on 25.05.2012 and pursuant to these notices, since the entire rental due of Rs.10,68,570/- was settled by the lessees on 25.06.2012, the proceedings pursuant to the termination of tenancy was given up, thereby the lessee continued as tenancy by holding over on month to month basis. This has been clearly mentioned in the letter of the LIC, dated 08.04.2013.

18.29. Subsequently also, several correspondences had been there, where, offer and counter offer had been made by both the lessee as well as the LIC and ultimately the last and final letter of termination of tenancy was given by the LIC on 31.10.2015, which was fourth one in the row. This time, in response to the same, offer had come from the lessee to make a 10% revision from December 2015 onwards. However, the matter subsequently had gone to the Estate Officer, who initiated proceeding by issuing 4(1) notice. But at the same time, during the pendency of the proceedings before

the Estate Officer, a concrete proposal has come from the LIC, dated 14.09.2017, where the competent authority of the LIC has approved the renewal of the lease as desired by the lessee, which means, in the name of the company and the revised increase rent also has been fixed and this offer though has been made in black and white and only Rs.29,71,783/- was demanded as arrears of rent by the LIC itself, assuming that, if the respondents / lessee did not come forward to accept the same, the Estate Officer should not have gone into the earlier request made by the LIC and to make an order to pay a sum of Rs.1,45,55,422.35/-.

18.30. If at all the Estate Officer wanted to determine, on the basis of available records, as to the lessee or the unauthorised occupants in the premises, such a determination should have been made properly and in the order such a determination has not been made. Moreover the Estate Officer has not explained that, on what basis, he has accepted the demand of the LIC for the said sum of Rs.1,45,55,422.35/- as rental arrears, of course with damages payable.

18.31. In this context, it is further to be noted that, the plea made by the LIC before the Estate Officer in Petition No.10 of 2016 in the prayer column is only to recover the arrears of enhanced rent from 01.10.2008 till vacant possession.

18.32. In this context, the LIC's offer of enhanced rent as has been reflected in the letter, dated 14.09.2017 alone should have been taken into account, as before which, whatever proposal for making the enhancement of rent unilaterally done by LIC was not accepted by the lessee.

18.33. When the LIC itself has come forward to give a new or revised enhanced rate of rent right from 2008 till date, that too having been approved by the competent authority of the LIC and this has been brought to the notice of the Estate Officer, who has recorded the same at para 8 of the order, the Estate Officer should have proceeded only according to the said basis and therefore the order now passed by the Estate Officer, both under Section 5(1) and 7(3) of the Act for eviction as well as determination of rental arrears and damages are not based on any calculation or basis and therefore the said order of the Estate Officer cannot be sustained.

18.34. Though the first appellate Court in the order impugned has ultimately come to the conclusion that, the Estate Officer's order is liable to be set aside and accordingly, set aside the same, of course on the basis of the ground urged by the lessee side on the point of non-issuance of notice to the company under Section 4(1) of the Act, this Court feel that, the order of the Estate Officer is liable to be set aside, not on the ground as has been accepted by the First Appellate Court in the impugned order but only on the grounds as has been discussed above.

19. The said offer made by the LIC, in their letter dated 14.09.2017, whether has been brought to the notice of the learned Judge before the first appellate Court is not so clear, therefore it seems that, there has been no discussion on that aspect by the learned Judge of the First Appellate Court.

20. However, insofar as the findings given by the Lower Appellate Court as to the point under Section 7 of the Act, that, the lessee had not been determined as unauthorised occupants and also the demand of Rs.1,45,55,422.35/- as passed by the Estate Officer under Section 7 of the

Act was per se illegal and unsustainable inasmuch as the same is based on the retrospective fixation of the rent, is concerned, this Court feel that, those reasons can be accepted as additional reasons to set aside the order of the Estate Officer.

21. In view of the aforesaid discussions, this Court is of the considered opinion that, the order passed by the Estate Officer, dated 18.01.2018 in Petition No.10 of 2016 would be unjustifiable and unsustainable for all the reasons discussed herein above and accordingly, the said order is liable to be set aside based on not only the reasons given by the First Appellate Court, but also based on the reasons stated above.

22. In view of the above, the impugned order of the First Appellate Court is to be sustained, of course with some modifications.

23. In the result, this Civil Revision Petition is disposed of with the following order.

The order passed by the Appellate Court, i.e., the

Principal City Civil Court, Chennai in C.M.A.No.22 of 2018, dated 25.06.2018, setting aside the Estate Officer's order, dated 18.01.2018 made in Petition No.10 of 2016 is sustained with the following modifications :

(i) The LIC and lessee shall explore the possibility of renewing the lease as has been already approved by the competent authority of the LIC as reflected in their letter, dated 14.09.2017 and accordingly, with agreed terms between the parties, the lease can be extended in the name of the company.

(ii) Insofar as the revised rent is concerned, for the period from 01-10-2017 onwards till the premises was locked and sealed by the LIC in February 2018, the agreed rent of Rs.1,40,130/- per month shall be paid by the lessee.

(iii) Insofar as the period from 01.10.2014 till 30.09.2017, since the lessee have already agreed in principle to have an enhancement of 10% with increased rent, at that rate, it shall be paid by the lessee.

(iv) Insofar as the period between 01.10.2008 and 30.09.2011 and 01.10.2011 and 30.09.2014, this Court feel that, the increased rent as approved and proposed by the LIC as per their letter, dated 14.09.2017 is reasonable. However it is for the parties to agree upon the said increased rent and in this regard, the lessee shall take all endeavour to settle the matter amicably by agreeing upon the increased rent for the said period also.

(v) By thus calculating the increased rent for various period from 2008 till the date of locking of the premises, the difference shall be calculated and accordingly, whatever be the remaining amount as rental arrears shall be paid by the lessee to the LIC with nominal mutually agreed interest.

(vi) If the lessee does not come forward to the aforesaid terms indicated insofar as the payment of arrears of increased rent for the whole period and to renew the lease in the name of the company, it is open to the LIC to claim such arrears of rent with interest by invoking Revenue Recovery Proceedings.

(vii) In such a case, the LIC shall be at liberty to exploit the property in question in the manner known to law, where, if at all any belongings of the lessee are available within the premises, which is locked and sealed, the same can be taken inventory and returned back to the lessee.

24. With the above said modifications / directions, this Civil Revision Petition is ordered accordingly. Consequently, connected miscellaneous petitions are closed. However there shall be no order as to costs.

**30.11.2020**

Index : Yes / No  
Speaking order / Non-speaking order  
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**R.SURESH KUMAR, J.**

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**Order in  
C.R.P (NPD).No.2590 of 2018**

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**30.11.2020**