

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 29.10.2020

CORAM

THE HONOURABLE Mrs.JUSTICE PUSHPA SATHYANARAYANA

W.P.No.15396 of 2020
(Heard through VC)

S.Anthony Raj

... Petitioner

Vs.

1. The Chief General Manager,
Chennai Telephones,
Bharat Sanchar Nigam Limited (BSNL),
No.78, Purawalkam High Road,
Chennai - 600 010.
2. The Deputy General Manager (Planning),
BSNL, Chennai Telephones,
Anna Nagar, E-5, 3rd Avenue,
Anna Nagar East,
Chennai - 600 102.

.. Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India to issue a Writ of Mandamus directing the respondents to remove GSM Tower microwave structure erected on the open terrace over the building situated in Door No.214, Plot No.118, Thiruvika Street, Gandhi Main Road, T.V.Nagar, Thirumangalam, Chennai - 600 040, by considering petitioner's representation dated 23.04.2020 within the time stipulated by this Hon'ble Court.

For Petitioners : Mr.B.Vijay

For Respondents : Mr.S.Gopinathan

O R D E R

By consent of both sides, the writ petition is taken up for final disposal at the admission stage itself.

2. The prayer sought for in this writ petition is for a direction to the respondents to remove GSM Tower microwave structure erected on the open terrace over the building situated in Door No.214, Plot No.118, Thiruvika Street, Gandhi Main Road, T.V.Nagar, Thirumangalam, Chennai - 600 040, by considering petitioner's representation dated 23.04.2020.

3. The petitioner is the owner of the land and building situated in Door No.214, Plot No.118, Thiruvika Street, Gandhi Main Road, T.V.Nagar, Thirumangalam, Chennai - 600 040. Based on a lease agreement, the first respondent-BSNL had installed pole mounted type GSM Tower microwave structure on the terrace floor of the petitioner's building for transmission of signal and cellular network. Though the lease period expired on 14.02.2020, the respondents are keeping the said tower even after the expiry of the lease agreement. Despite several requests, the same had not been removed besides not paying the rent as agreed. Hence, the above writ petition has been filed by the petitioner.

4. When the writ petition was posted for hearing, Mr.S.Gopinathan, learned counsel took notice.

5. A copy of the communication dated 13.10.2020 sent to the petitioner's counsel was also produced, wherein it has been admitted by the respondents that there is arrears of rent to the tune of Rs.2,89,900/-. The respondents have requested the competent authority to find an alternative site for erection of the RTT at the earliest and also clear the arrears amount. The learned counsel appearing for the respondents would only plead six months time to remove the tower and also clear the arrears of rent.

6. The learned counsel appearing for the petitioner would only pray that for the extended period of six months also the respondents have to pay the rent. As the arrears of rent is already Rs.2,89,900/-, the respondents may be directed to pay the same.

7. Considering all these aspects, the outstanding arrears of rent to the tune of Rs.2,89,900/- have to be paid by the respondents before the expiry of six months and it is open to the respondents to pay the same in installments also. The rent for the extended period of six months shall be paid by the respondents every month without fail and if there is any delay/default in making payment, the benefit of this order will not enure to the respondents.

8. With the above directions, the writ petition is disposed of. No costs.

-s/d-

Assistant Registrar

True Copy

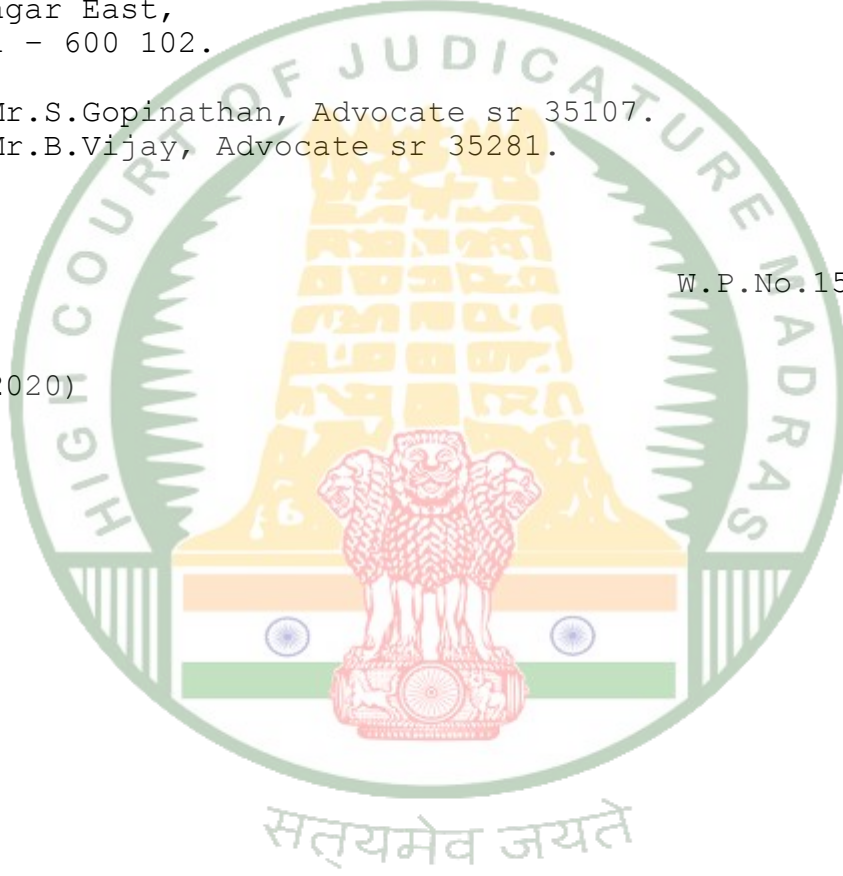
Sub-Assistant Registrar

To

1. The Chief General Manager,
Chennai Telephones,
Bharat Sanchar Nigam Limited (BSNL),
No.78, Purawalkam High Road,
Chennai - 600 010.
 2. The Deputy General Manager (Planning),
BSNL, Chennai Telephones,
Anna Nagar, E-5, 3rd Avenue,
Anna Nagar East,
Chennai - 600 102.
- +1 CC to Mr.S.Gopinathan, Advocate sr 35107.
+1 CC to Mr.B.Vijay, Advocate sr 35281.

W.P.No.15396 of 2020

SSD(CO)
SP(07/12/2020)



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