

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 16.10.2020

CORAM :

The HON'BLE MR.JUSTICE M.DURAI SWAMY

W.P.No.13864 of 2014
and M.P.No.1 of 2014

Mahalingam

... Petitioner

Vs.

1. The Member Secretary,
Chennai Metropolitan Development Authority,
Thalamuthu Natarajan Building,
Gandhi Irwin Road,
Egmore, Chennai.

2. The Superintending Engineer,
Construction Wing,
No.1 A, Gandhi Irwin Road,
CMDA, Thalamuthu Natarajan Building,
Gandhi Irwin Road,
Egmore, Chennai.

... Respondents

Petition filed under Article 226 of the Constitution of India for issuing a writ of mandamus forbearing the respondents and their men and agents from demanding and collecting exorbitant rent against agreed terms from the petitioner for Shop TAO No.59 situated in CCCBT, Koyambedu, Chennai - 92.

For Petitioner : Mr.R.Sunil Kumar

For Respondents: Mr.P.S.Ganesh

O R D E R

The petitioner has filed the above Writ Petition to issue a Writ of Mandamus forbearing the respondents and their men and agents from demanding and collecting exorbitant rent against agreed terms from the petitioner for Shop TAO No.59 situated in CCCBT, Koyambedu, Chennai - 92.

2.It is the case of the petitioner that he is a lessee of the Shop premises, measuring an extent of 98.85 sq.ft., on rental basis for the purpose of running Travel Agency Office. The petitioner became a lessee in the year 2005 in the Chennai Contract Carriage Bus Terminus, which was inaugurated during the year 2003 and the same is maintained by the respondents. The rent was fixed at Rs.5,450/- (Rs.55/- per sq.ft.) in addition to

Rs.219/- as maintenance charges per month. The petitioner had also paid a rental advance of 11 months rent on 28.10.2005. A Lease Agreement was also entered into between the petitioner and the respondents on 28.10.2005, wherein a condition was incorporated to the effect that the Lease Agreement may be renewed with an increase of 5% of monthly rental and other charges. The lease was renewed during the year 2008 by a Lease Agreement dated 09.09.2008 and the monthly rental was increased to Rs.6,308/- (Rs.64/- per sq.ft.). In the year 2013, the 1st respondent called upon the petitioner to give consent for enhancing the rent to Rs.180/- per sq.ft., and Rs.5/- per sq.ft., as maintenance charges from December 2013.

3. According to the petitioner, the 1st respondent demanded a sum of Rs.17,820/- as monthly rent as against Rs.6,308/-, which was being paid for the said Shop. According to the petitioner, the enhancement of the rent from Rs.6,308/- to Rs.17,820/- is exorbitant and therefore, the petitioner has filed the above Writ Petition.

4. The 1st respondent filed their counter wherein it has been stated that the Shop portion was leased out to the petitioner only for a period of 11 months commencing from 09.06.2005 and the same may be renewed at the sole discretion of the lessor for the 11 months period with an increase of 5% of the rent and other deposit and charges. Further, it has been stated that after every 11 months period, further renewal was done with 5% increase of rent and maintenance charges upto 08.09.2013. In order to review the allotment and rental rate of Shops in CCCBT at Koyambedu, a Committee was constituted under the Chairmanship of the Member and Chief Urban Planner vide proceedings dated 03.07.2013 with the approval of the Member Secretary, CMDA. In the Review Meeting dated 08.07.2013, the Committee held that the present rate is very less compared to the rate prevailing in CMBT/other area of Koyambedu and it was decided that the Shops at CCCBT are to be allotted to the existing allottee by fixing the rent at Rs.250/-. Further, in order to give uniform effect of the revised rate with effect from 01.12.2013, it was decided that the lease period expiring before 30.11.2013 may be extended with 5% increase as has been done earlier and for those expiring beyond 30.11.2013, it was decided to give three months notice-cum-intimation and accordingly, the same was communicated to the TAO/Shop concerned. The said letter was communicated to the lessee of Shop No.59, the petitioner herein on 02.09.2013 and also subsequently delivered directly on 12.09.2013 and 13.09.2013. The allottee of the Shop No.59 has been remitting the rent and maintenance charges as per the revised rate of rent of Rs.17,793/- per month and maintenance charge of Rs.494/- per month with effect from 01.12.2013.

5.It is also brought to the notice of this Court that except the petitioner, all the other lessees are paying the enhanced rent without any protest. It is also brought to the notice of this Court that the petitioner had executed a Lease Agreement for the period from 08.10.2012 to 07.09.2013, which expired on 08.09.2013. Further, all the allottees of TAO/Shops of CCCBT have executed fresh Agreement with effect from 01.12.2013, except the petitioner. When the respondents have uniformly enhanced the rent and that the lessees are paying the enhanced rent, the petitioner alone cannot be given any indulgence by fixing a lesser rent. It is also brought to the notice of this Court that the petitioner, being similarly placed, is also liable to pay the enhanced rent on par with the other lessees. I totally agree with the stand taken by the respondents and I do not find any special reason for giving exemption to the petitioner for paying the enhanced rent. When the other lessees are paying the enhanced rent from 01.12.2013, the petitioner is also liable to pay the enhanced rent on par with the other lessees. In such view of the matter, the petitioner is not entitled to the prayer sought for in the Writ Petition. Accordingly, the Writ Petition is dismissed. No costs. Consequently, the connected miscellaneous petition is closed.

s/d-
Assistant Registrar

True Copy

Sub-Assistant Registrar

To

1.The Member Secretary,
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2. The Superintending Engineer,
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RSI (CO)
SP(04/11/2020)