

A.No.6831 of 2019
in OP.No.190 of 1934

R.SUBBIAH, J

The property at Door No.15, Thatha Muthiappan street, Chennai 600 001 is administered by the learned Official Trustee of Tamil Nadu. A portion of the shop measuring an extent of 127 sq.ft was leased out to the first respondent for a monthly rent of Rs.12,000/- from 12.04.2011. The first respondent committed default in payment of rent and therefore termination notice dated 01.02.2012 was issued by the learned Official Trustee calling upon the first respondent to quit and deliver the vacant possession of the property by 01.03.2012. Notwithstanding the same, the first respondent did not vacate the property and therefore the learned Official Trustee has filed A.Nos.2430 & 2432 of 2012 before this Court. On notice, the first respondent paid the entire arrears of rent and continued to occupy the premises, therefore A.Nos.2430 & 2432 of 2012 were withdrawn. However for the subsequent period once again the first respondent committed default in payment of rent. Therefore Demand Notice dated 29.09.2016 was issued to the first respondent. The Demand Notice dated 29.09.2016 was received by the second respondent and the second

respondent through a letter dated 26.10.2016 stated that he is in occupation of the premises and it was sub let to him by the first respondent, on receipt for a sum of Rs.2,00,000/- from him. Subsequently, the second respondent by letter dated 14.02.2017 sought time for payment of arrears of rent of Rs.4,01,750/-.

2. When a personal inspection was caused on the premises, it came to the light that the second respondent sub let the portion of the premises to the third respondent and the third respondent was in occupation of the premises in question. The third respondent admitted that he paid a sum of Rs.1,50,000/- to the second respondent and he is in occupation of the premises in question. The third respondent at the same time admitted that he is willing to pay the arrears of rent for the premises. However, the third respondent did not keep up his promise and failed to pay the rent, therefore on 03.08.2019 a Demand Notice was issued calling upon the third respondent to pay a sum of Rs.7,31,250/- as arrears of rent. However as rent is not forthcoming, on 05.08.2019 the learned Official Trustee had taken the vacant possession of the premises by locking and sealing the premises. Thereafter by a notice dated 16.08.2019, the learned Official Trustee demanded payment of arrears of rent to the tune of Rs.7,32,798/-

payable by the respondents 1 to 3 jointly and severally. Even after receipt of the notice the respondents did not come forward to pay the arrears of rent. Therefore the present application has been filed. In this application notice was served on all the respondents. The notice sent to the respondents 2 and 3 were served but notice sent to the first respondent returned with an endorsement "left". Therefore by an order dated 08.11.2019 this Court permitted the learned Official Trustee to cause paper publication in one issue of Tamil Daily "Malai Murasu" intimating the next date of hearing as 22.11.2019. Accordingly a paper publication was also effected. Therefore this Court hereby holds that the service of notice on the first respondent is held sufficient.

3. The property in question was bequeathed by the owner of the property with a avowed object to utilize the income thereof for public charitable purpose. The learned Official Trustee let out a portion of the shop only to the first respondent however from the averments made in the application it could be seen that the first respondent let out the property to the second respondent on receipt of Rs.2,00,000/-, in turn the second respondent sub let the property to the third respondent on receipt of Rs.1,50,000/-. Thus it is evident that the respondents without paying the

arrears of rent have squatted on the property illegally, such conduct on the part of the respondents is not appreciable. At the out set the first respondent to whom the property was originally let out has illegally received a sum of Rs.2,00,000/- and permitted the second respondent to occupy the property. In similar fashion, the second respondent had received a sum of Rs.1,50,000/- from the third respondent and permitted the third respondent to occupy the property. Thus all the respondents are jointly and severally are liable to pay the arrears of rent with accrued interest.

4. In such view of the matter, this application is allowed directing the respondents 1 to 3 to pay the arrears of rent of Rs.7,32,798/- with interest @ 9 p.a. on Rs.7,32,798/- from the date of application till realisation.

सत्यमेव जयते

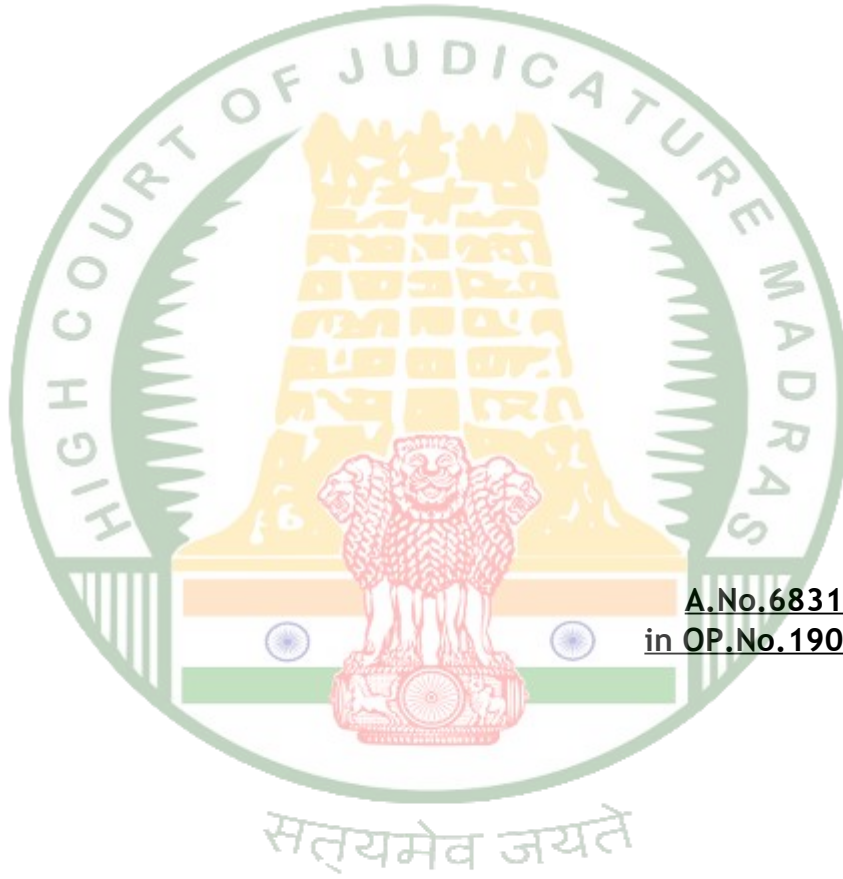
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