



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 05.10.2020

CORAM:

THE HONOURABLE MR.JUSTICE ABDUL QUDDHOSE

W.P. (MD)No.13722 of 2020

M/s. Jupiter Talkies
Through its Proprietor,
Thiru.Joseph Francis,
Market Road,
Thanjavur.

... Petitioner

Vs

The Thanjavur Municipal Corporation,
Through its Commissioner,
Thanjavur.

... Respondent

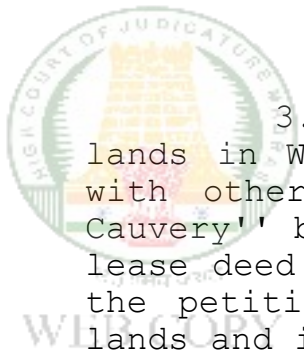
PRAYER: Petition filed under Article 226 of the Constitution of India to issue a Writ of Mandamus, directing the respondent herein to consider the petitioner's request vide representation dated 19.09.2020 for execution of a lease agreement in favour of the petitioner for the lands in the lands in Ward No.5, Block No.8, Market Road, Thanjavur Town, to an extend of 13605 Sq.ft in S.No.82 and to an extend of 26395 Sq.ft in S.No.455, both put together about 40000 Sq.ft, from and out of total extent measuring an extent of 35835 sq.ft in S.No.82 and measuring an extent of 26395 Sq.ft in S.No.455 belonging to the Municipal Corporation, in which petitioner owns a superstructure and running a cinema theatre under the name and style "Jupiter Talkies" for the further period and upon such terms and conditions and upon such rent as the corporation may reasonably fix and pass such further or other orders.

For Petitioner : Mr.J.Anand Kumar for M/s.A.L.Kannan
For Respondent : Mr.N.Dilip Kumar
Standing Counsel

O R D E R

This Writ Petition has been filed for a Mandamus seeking for a direction to the respondents to consider the petitioner's request vide representation dated 19.09.2020, for execution of lease agreement in his favour in respect of the lands in Ward No.5, Block No.8, Market Road, Thanjavur Town.

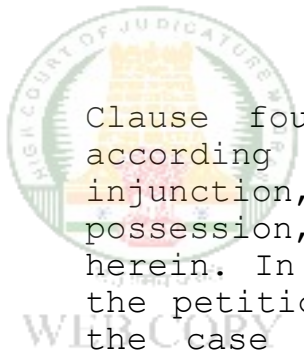
2. Heard Mr.J.Anand Kumar, learned counsel appearing for the petitioner. Mr.N.Dilip Kumar, learned Standing Counsel accepts notice on behalf of the respondent. By consent of both sides, this writ petition is taken up for final disposal at the admission stage itself.



3. It is the case of the petitioner that, originally the lands in Ward No.5, Block No.8, Market Road, Thanjavur Town along with other lands were leased out to a concern by name ''Lodge Cauvery'' by the respondent Municipal Corporation under a registered lease deed dated 30.05.1922, for a period of 99 years. According to the petitioner, the said lease permits constructions in the said lands and it also permits for sub-leasing of the property. According to the petitioner, the original lessee constructed a hall called 'Freemasons Hall' in the eastern portion of the said land in S.No.82, measuring an extent of 22230 Sq.ft. According to the petitioner, the original lessee has subleased the remaining portion of the land measuring an extent of 13605 Sq.ft in S.No.82 and another portion of land measuring 26395 in S.No.455 both put together about 40000 Sq.ft in favour of one Ramasubramaniya Iyer under a lease agreement dated 12.09.1946. According to the petitioner, the said Ramasubramaniya Iyer put up a cinema theatre in the land leased out to him by the original lessee. It is the case of the petitioner that the said Ramasubramaniya Iyer had transferred the superstructure i.e the cinema theatre to one M.Thirupathi, who inturn transferred the same to one C.T.Arunachalam and the said C.T.Arunachalam had transferred the said theatre to T.K.Narayanan, who in turn transferred the same to the petitioner herein.

4. According to the petitioner, all the aforesaid transfers were accompanied by lease deeds. It is the case of the petitioner that they had entering into a registered lease agreement with ''Lodge Cauvery'' on 22.08.1981 for a period of 25 years, which was from 01.04.1981 to 30.03.2006. According to the petitioner, by that time, Jupiter Talkies was represented by its partner T.K.Narayanan and now it has become a proprietorship concern represented by its Proprietor Mr. Joseph Francis. According to the petitioner, due to change of constitution of Jupiter Talkies, a fresh lease deed was executed on 04.03.1996 between Joseph Francis as proprietor of Jupiter Talkies and ''Lodge Cauvery'' for a period from 01.04.1996 to 30.05.2021 i.e for a period of 25 years. According to the petitioner, ever since the lease deed dated 04.03.1996, the petitioner has been paying rents due to the said lands and they have become the owners of the superstructure in the said lands. It is also the case of the petitioner that he has been paying property tax to the local body namely the respondent herein as per the terms of the lease.

5. It is the case of the petitioner that all of a sudden the principal lessee i.e Lodge Cauvery issued a letter dated 26.10.2019 to the petitioner calling upon the petitioner to surrender possession of lands as well as the theatre on or before 31.05.2021, which is the date of expiry of the lease agreement. ''Lodge Cauvery has also filed a suit on 26.08.2020, before the District Munsif Court, Thanjavur, now numbered as O.S.No.171 of 2020, seeking for mandatory injunction as against the respondent Municipality to



Clause found in the original lease deed dated 30.05.1922. But according to the petitioner, they have sought for mandatory injunction, only in respect of the portion of the lands in their possession, excluding the portion now occupied by the petitioner herein. In the suit O.S.No.171 of 2020 filed by 'Lodge Cauvery', the petitioner herein is also one of the defendants therein. It is the case of the petitioner that the sub-lease granted to the petitioner by 'Lodge Cauvery' expires only on 31.05.2021. However, according to him, the respondents are now trying to evict him, unlawfully even before the expiry of the lease. It is also the case of the petitioner that he is entitled for renewal of lease directly from the respondent for his land under his occupation for a further period.

6. In the aforementioned circumstances, the petitioner has given a representation on 19.09.2020 to the respondent calling upon them not to evict him and requesting them to renew the lease for a further period. The learned Standing Counsel submitted that such a representation has been received by them from the petitioner. No prejudice will be caused to the respondent, if they consider the representation of the petitioner on merits and in accordance with law, without prejudice to their rights and contentions that they intend to raise in the suit O.S.No.171 of 2020, filed by 'Lodge Cauvery' against the respondent Corporation as well as the petitioner herein.

7. For the foregoing reasons, this Court directs the respondent Corporation to consider the representation dated 19.09.2020 given by the petitioner, requesting the respondent to renew the lease for a further period in respect of lands in his occupation in Ward No.5, Block No.8, Market Road, Thanjavur Town in S.Nos.82 and 455, after giving notice to 'Lodge Cauvery', the original lessee and pass final orders on merits and in accordance with law, within a period of eight weeks from the date of receipt of a copy of this Order.

8. With the aforesaid direction, the Writ Petition is disposed of. No costs.

Sd/-

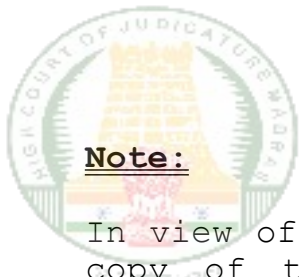
Assistant Registrar (AD-II)

// True Copy //

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Sub Assistant Registrar(CS)

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Note:

In view of the present lock down owing to COVID-19 pandemic, a web copy of the order may be utilized for official purposes, but, ensuring that the copy of the order that is presented is the correct copy, shall be the responsibility of the advocate/litigant concerned.

To

The Commissioner,
Thanjavur Municipal Corporation,
Thanjavur.

+1 CC to M/s.N. DILIPKUMAR, Advocate (SR-19210[F] dated
06/10/2020)

W.P. (MD)No.13722 of 2020

05.10.2020

NR (13.10.2020) 4P 4C