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HIGH COURT LEGAL SERVICES COMMITTEE, CHENNAI

Lok Adalat - II organised by the High Court Legal Services committee

Wednesday, the 8th day of September 2021

LOK ADALAT AWARD

(Chapter VI and u/s 21 of Legal Services Authorities Act, 1987)

Presided over by

The Hon'ble Mr.JUSTICE M.Thanikachalam (Retd)

Member

Mr.M.Sambasivam, District Judge, Retd

**A.Nos.744 to 746 of 2021
and
O.A.No.115 of 2021**

A.No.744 of 2021:

Application praying the Hon'ble High Court be pleased to direct the respondent to issue renewal lease agreement form, to enable the petitioner to execute the Lease renewal for a further period of 11 months on par with other shop owners in the same premises, pending disposal of the set aside application.

A.No.745 of 2021:

Application praying that this Hon'ble Court be pleased to grant stay of the operation of the order dated 27.01.2021 made in Dis.No.167/2021/IPC/OTHC of the respondent/Official Trustee, till the disposal of the Set aside Application.



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A.No.746 of 2021:

Application praying that this Hon'ble Court be pleased to set aside the order dated 27.01.2021 made in Dis.No.167/2021/IPC/OTHC of the respondent.

O.A.No.115 of 2021:

Original application praying that this Hon'ble Court be pleased to grant an ad-interim injunction restraining the respondent, his men, agent from in any manner affecting the interest of the Applicant and order not to evict the petitioner from his shop in No.35 Pycrafts Road (Bharathi Salai), Triplicane, Chennai - 600 005, pending disposal of the set aside application.

D.Bhuvaragavan

.. Applicant
in all applications

Vs.

The learned Administrator General and
Official Trustee of Tamilnadu,
First Floor (AG & OT Office)
City Civil Court Additional Buildings,
High Court Campus,
Chennai - 600 104.

.. Respondent/Official Trustee
in all applications



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This case came up for settlement before the Lok Adalat. Both parties are present. Mr.R.Baskaradoss, learned counsel for the applicant and Mr.B.Vijay, learned counsel for the respondent is present. After mutual discussion, negotiation, mediation and conciliation between both parties, they arrived at a compromise to settle the matter as follows:

TERMS OF SETTLEMENT

In the property owned by the Iyya Pillai Charities Trust maintained by the respondent/Official Trustee, the petitioner/applicant by name Bhuvaragavan is a tenant. As reported before this forum, Bhuvaragavan was a tenant agreeing to pay a monthly rent of Rs.15,000/-. The Respondent/Official Trustee felt the amount fixed as a rent is very low and therefore for enhancement or a eviction as a case may be. The notice has been issued as represented the demise premises consist of three shops and above the rent amount is all the three shops. After the issue of notice probably apprehending the tenant may be evicted if he fails to pay the enhanced rent, but there was no response. Therefore the tenant filed the petition to set aside the notice and recall as the case may be.



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2. When the case is pending, the parties have negotiated settled the matter under the settlement as agreed before this forum by all the parties concerns, now the tenant is willing to pay a sum of Rs.24,000/- as rent for all the three premises and agreed to pay a further deposit of Rs.1,47,000/- in addition to the deposit already made for previous tenancy amount namely Rs.93,000/-, if not taking into consideration, the tenant is directed to pay the balance amount, if any, to equivate Rs.2,40,000/- as deposit.

3. The landlord had agreed to permit the petitioner in the premises provided he agreed to pay as the said above additional deposit of Rs.1,47,000/- and monthly rent of Rs.24,000/- with effect from 01.09.2021. For this compromise, both the parties have agreed represented by their counsels and they have also filed a memo. Recorded.

4. In view of the above, the notice issued by the respondent dated 27.01.2021 made in Dis.No.167/2021/IPC/OTHC as ordered to be withdrawn on condition that the petitioner shall pay a monthly rent of Rs.24,000/- with effect from 01.09.2021 and in addition



agreeing to deposit additional deposit of Rs.1,47,000/-.

Accordingly, the petition is allowed.

5. As agreed by the tenant he is directed to pay the balance of deposit of Rs.1,47,000/- and on that date, the respondent shall issue lease agreement form and the parties shall sign accordingly for future in force. This Application is allowed accordingly. Consequently, connected Applications Nos.745, 746 of 2021 and OA.No.115 of 2021 are closed.

Sd/-

D.Bhuvaragavan

Sd/-

Counsel for the Applicant

Sd/-

The learned Administrator General and
Official Trustee of Tamilnadu,
First Floor (AG & OT Office)
City Civil Court Additional Buildings,
High Court Campus,
Chennai - 600 104.

Sd/-

Counsel for the Respondent

This Lok Adalat award is passed in terms of the above settlement.



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The full court fee paid shall be refunded to the appellant in the manner provided under Section 69-A of the Tamil Nadu Court Fees and suits Valuation Act, 1955 and the Court Fees Act, 1870 as provided for under sub Sec.1 of Section 2 r/w 25 of LSA Act 1987 as amended in 1994.

Sd/-
Judge

Sd/-
Member

Sd/-
Assistant registrar (LA)

// The certified to be true copy//

Sub-Assistant registrar (OS)

To:

- 1.D.Bhuvaragavan
S/o.V.Dhakshinamurthy
No.35 Pycrafts Road
(Bharathi Salai)
Triplicane, Chennai - 600 005.
- 2.The learned Administrator General and
Official Trustee of Tamilnadu,
First Floor (AG & OT Office)
City Civil Court Additional Buildings,
High Court Campus,
Chennai - 600 104.



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Copy to:

1. The Secretary, High Court Legal Services Committee, Chennai.
2. The Sub Assistant Registrar, Original Side, High Court, Madras.
3. The Section Officer, Lok Adalat Section, High Court Madras + 2 copies

M.Thanikachalam, J. (Retd)

drl

**A.Nos.744 to 746 of 2021
and
O.A.No.115 of 2021**

08.09.2021