



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 06.07.2021

Coram

The Honourable Mr. Justice R. MAHADEVAN

W.P.No.13771 of 2021
and W.M.P.No.14615 of 2021

D.Suganthi Mary

...Petitioner

Versus

1.The Govt. of Tamil Nadu,
Rep. by its Assistant Director,
Handlooms and Textiles,
Department of Handlooms & Textiles,
No.210/4, C.V.Naidu Salai,
M.V.Complex Second Floor,
Thiruvallur - 1.

2.The Liquidator/Special Officer,
Saidapet Handloom Weavers Co-operative
Production & Sales Society Ltd., (G-1049)
No.39, Car Street,
Saidapet, Chennai - 600 015.

3.The Superintending Engineer ,
Buildings (Construction & Maintenance) Circle,
Public Works Department,
Chepauk, Chennai - 600 005.

...Respondents

Writ Petition filed under Article 226 of the Constitution of India praying for issuance of a writ of certiorarified mandamus calling for the records culminated in impugned order in ref.Na.Ka.404/2002/A-6, dated 21.04.2021 issued by the first respondent and quash the same as illegal, and consequently, direct the respondents 1 & 2 to accept the agreed rent of Rs.2,170/- per month from October 2020 to September 2021.

For Petitioner : Mr.R.Prabhakaran

For Respondents : Mr.Stalin Abimanyu,
Government Advocate



O R D E R

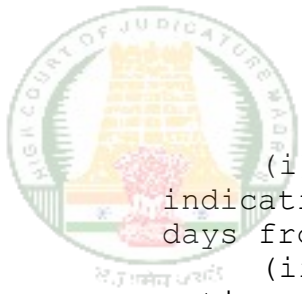
This writ petition has been filed by the petitioner to quash the order dated 21.04.2021 passed by the first respondent and consequently direct the respondents 1 and 2 to accept the agreed rent of Rs.2,170/- per month from October 2020 to September 2021.

2.It is the case of the petitioner that the second respondent rented out a shop bearing no.8 measuring to an extent of 120 sq.ft. to the petitioner in the year 2014 and the said lease was extended periodically. While so, the second respondent was under liquidation, due to which, the Liquidator entered into an oral rental agreement with the petitioner on 01.10.2018 in respect of the said shop for a period of three years from October 2018 to September 2021, as per which, the rent was fixed at Rs.2,170/- per month and the same will be enhanced at 5% after the agreement period. Despite the same, the third respondent made an inspection and fixed the rent at Rs.47/- per sq.ft, based on which, the second respondent has been demanding the enhanced rent at Rs.6,607/- per month, even from September 2020 onwards. Consequently, the first respondent issued the impugned order, directing the petitioner to pay arrears of rent at Rs.46,249/-, failing which, appropriate legal action would be initiated. Therefore, this writ petition.

3.The learned counsel for the petitioner submitted that without conducting any enquiry and providing an opportunity of hearing to the petitioner, the respondents enhanced the rent during the period of agreement for tenancy and thereby demanded the petitioner for payment of arrears, which is arbitrary, illegal and in violation of the principles of natural justice and hence, the order impugned herein is liable to be set aside.

4.Per contra, the learned Government Advocate taking notice for the respondents submitted that based on the inspection conducted by the third respondent, the second respondent enhanced the rent reasonably and hence, the order of the first respondent claiming arrears of rent from the petitioner does not call for any interference by this Court. He further submitted that there are materials made available with the respondents to the effect that the petitioner defaulted in payment of agreed rent and she is liable to pay huge amount as arrears of rent.

5.However, having regard to the facts and circumstances of the case, this Court, in order to give quietus to the issue involved herein, is inclined to dispose of this writ petition, in the following terms, which have been agreed upon by the learned counsel appearing for both the parties:



(i)The respondents shall issue a notice to the petitioner, indicating the arrears of agreed rent within a period of two days from the date of receipt of a copy of this order.

(ii)On receipt of the same, the petitioner shall pay the entire arrears within a period of two weeks thereafter and also continue to pay the rent as agreed till September 2021.

(iii)Thereafter, it is open to the parties to enter into an agreement afresh or extension of tenancy period.

(iv)if the petitioner fails to pay the arrears of rent within the stipulated period of two weeks, the respondents are at liberty to take action to evict/vacate the petitioner from the shop in question.

6.Accordingly, the writ petition is disposed of. No costs. Consequently, connected miscellaneous petition is closed.

Sd/-
Assistant Registrar(CS VII)

//True Copy//

Sub Assistant Registrar

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To

1.The Assistant Director,
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PCH (CO)
PR (13/08/2021)