



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 01.11.2021

CORAM

THE HONOURABLE MR. JUSTICE R. MAHADEVAN

W.P. No. 17362 of 2021
and W.M.P. No. 18401 of 2021

M/s Fitfam Studio
rep.by its Partner Vivekanandan,
No.3/593, Saraswathy Nagar 3rd Street,
Okkiyam, Thuraipakkam,
Chennai 97.

.. Petitioner

Versus

Hindustan Petroleum Corporation Ltd.,
rep. by its Senior Regional Manager,
Regional Office at Petro Bhavan,
IInd floor, 82, T.T.K. Road
Alwarpet, Chennai 18.

.. Respondent

Petition filed under Article 226 of the Constitution of India, praying for issuance of a Writ of Certiorarified Mandamus to call for the records on the file of the Respondent made in CHRRO/SM/ARB dated 10.08.2021 and quash the same and consequently direct the Respondent not to interfere with the petitioner's peaceful possession and enjoyment of /Evict the Petitioner from the retail outlet in M/s MR Agencies situated at No.34, Rajiv Gandhi Salai, Old Mahabalipuram Road, Egatu, Navalur, Kanchipuram District.

For Petitioner : Ms. Selvi George
For Respondent : Mr. Vijayan
for King & Partridge

ORDER

The relief sought in this writ petition is to issue a Writ of Certiorarified Mandamus to call for the proceedings dated 10.08.2021 of the respondent, quash the same and consequently direct the respondent not to interfere with the petitioner's peaceful possession and enjoyment /Evict the Petitioner from the retail outlet in M/s MR Agencies situated at No.34, Rajiv Gandhi Salai, Old Mahabalipuram Road, Egatu, Navalur, Kanchipuram District.



2. On 19.08.2021, this court has granted an order of interim stay for a period of two weeks, which was subsequently extended.

3. On 15.09.2021, when the matter was taken up for consideration, this court, having regard to the facts and circumstances of the case and as agreed by the learned counsel appearing for both sides, has directed the petitioner to have a discussion with the respondent and settle the issue amicably. Pursuant to the said direction, the petitioner approached the respondent and had a settlement talk.

4. Accordingly, today, when the matter was taken up for consideration, the learned counsel for the petitioner submitted that in view of the change of circumstances, the petitioner is willing to vacate the subject property within a period of three months and handover the same to the respondent and they also undertake to pay the existing rent at Rs.70,000/- along with the admissible G.S.T. on or before 10th of every month without any default. Adding further, the learned counsel submitted that the petitioner has already made a deposit of Rs.7,88,400/- and also paid a sum of Rs.82,600/- on 02.09.2021, pursuant to the order of this court, to the respondent and hence, the respondent may be directed to adjust the arrears of rent from the said amount and return the balance amount to the petitioner. The learned counsel also filed an affidavit of undertaking dated 01.11.2021 duly signed by the petitioner to that effect.

5. There is no serious objection on the side of the respondent with regard to the undertaking so given by the petitioner.

6. This court considered the submissions made by the learned counsel for both sides and also perused the documents enclosed in the typed set of papers.

7. It is seen from the ARB agreement dated 28.09.2020 entered into between the parties that the monthly rent for the subject property was revised to Rs.65,000/- with GST from 10.08.2020 to 09.01.2021 and Rs.70,000/- with GST from 10.01.2021 to 09.08.2021; and the security deposit now available with the respondent is Rs.7,88,400/-. It is further revealed from the e-mail communication dated 04.08.2021 sent by the respondent to the petitioner that there is outstanding due of Rs.6,81,570/- as on 09.08.2021 and after deducting the same from the security deposit of Rs.7,88,400/-, the balance amount lying in the hand of the respondent is Rs.1,06,830/-. As pointed out by the learned counsel for the petitioner, pursuant to the order of this court, the petitioner paid a sum of Rs.82,600/- to the



respondent. Thus, the respondent is having with the amount of Rs.1,89,430/- of the petitioner and the petitioner is due to pay rent from 10.08.2021 onwards.

8. Such being the factual position, this court is inclined to dispose of this writ petition, in the following terms, in the light of the undertaking affidavit given by the petitioner:

(i) After adjusting the arrears of rent from the amount lying with the respondent, the petitioner shall pay the remaining amount towards the current monthly rent at Rs.70,000/- + GST, for the month of October, 2021, on or before 10.11.2021.

(ii) They shall continue to pay the monthly rent on or before 5th of every English Calendar month;

(iii) They shall vacate the subject property and hand over the vacant possession to the respondent, on or before 09.02.2022;

(iv) If the petitioner fails to comply with the aforesaid conditions, the respondent is at liberty to evict them, forthwith.

9. Accordingly, this writ petition stands disposed of. The affidavit of undertaking dated 01.11.2021 filed by the petitioner is taken on record. No costs. Consequently, connected W.M.P. No. 18401 of 2021 is closed.

Sd/-

Assistant Registrar (CS-III)

//True Copy//

Sub Assistant Registrar

ENCL: Xerox Copy of Affidavit of
undertaking dated 01.11.2021
dhk/rsh

To

The Senior Regional Manager
Hindustan Petroleum Corporation Ltd.,
Regional Office at Petro Bhavan
IInd floor, 82, T.T.K. Road, Alwarpet
Chennai 18.

+1cc to Mr. King & Partridge, Advocate SR.No.56915

WP No. 17362 of 2021

SVI (CO)
GN(01/12/2021)