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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 21.12.2021

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THE HONOURABLE MR.JUSTICE M.DHANDAPANI

WRIT PETITION NO.20946 OF 2021

Jean Miller

... Petitioner

vs.

1. M/s.Bharat Sanchar Nigam Limited,
represented by its General Manager,
having its Office at "Sanchar Bhavan",
No.20, Ashoka Road, New Delhi.
2. M/s.Bharat Sanchar Nigam Limited,
represented by its Chief General Manager,
Chennai Telephones,
No.78, Purasawalkam High Road,
Chennai 600 010.

... Respondents

Writ Petition filed under Article 226 of the Constitution of India praying for the issuance of a writ of Mandamus, directing the Respondents 1 and 2 to remove the BSNL Cell Phone Tower with all the erections and installations over a piece of land measuring 1200 sq. ft. (30 x 40) in the Petitioner's property bearing Plot No.518, Sivaprakasam Nagar, Shanmugapuram, Surapet, Chennai 600 099 comprised in Survey No.539A, Surapattu Village.

For Petitioner : M/s.R.Manickavel

For Respondents : Mrs.K.Parameshwari

O R D E R

Petitioner has come up with this Writ Petition seeking a direction to Respondents 1 and 2 to remove the BSNL Cell Phone Tower with all the erections and installations over a piece of



land measuring 1200 sq. ft. (30 x 40) in her property bearing Plot No.518, Sivaprakasam Nagar, Shanmugapuram, Surapet, Chennai 600 099 comprised in Survey No.539A, Surapattu Village.

2. According to the Petitioner, from the date of purchase of the said property, Respondents/BSNL had their Cell Phone towers on the western portion of the said property covering an extent of 1200 sq. ft. Thereafter, the 2nd Respondent renewed the Lease Agreement with the Petitioner on 18.12.2017 for a period of two year and 5 months on a monthly rent of Rs.12,000/-. After the expiry of the lease period on 15.03.2020, it was not renewed for a further period and there was no request by the Respondents for renewal of the Lease Agreement. Ever since, the BSNL Cell Phone tower is existing unauthorizedly in the Petitioner's premises. Furthermore, Respondents have committed default in the payment of monthly rent since March 2021 and also for a period of five months in the year 2020.

3. The grievance of the Petitioner is that, apart from the default in payment of rent and other violations of the Lease Deed, the Cell Phone tower remains without proper maintenance for more than three years. Hence, the Petitioner sent a detailed representation dated 05.07.2021 to the Respondents about the default in payment of rent and the violations of the Lease Deed and requested them to remove the BSNL Cell Phone tower with all the erections and installations. As no orders are passed on his representation, the Petitioner is before this Court with the above Writ Petition.

4. Learned counsel for the Petitioner submitted that, this Court may issue a direction to the Respondents to consider the Petitioner's representation dated 05.07.2021 in accordance with law within a stipulated period.

5. Learned Standing Counsel appearing for the Respondent submitted that, the Respondents will remove the Cell Phone Towers within a period of four months and that, they will pay arrears of monthly rent for a period of six months, to the Petitioner.

6. Considering the facts and circumstances of the case and taking note of the submissions of the learned counsel on either side, this Court directs the Respondents herein to remove the BSNL Cell Phone Towers erected by them in the Petitioner's property and pay arrears of monthly rent for a period of six months to the Petitioner, within a period of four months from the date of receipt of a copy of this order.



The Writ Petition is disposed of accordingly. No costs.

Sd/-

Assistant Registrar(CS-IX)

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Sub Assistant Registrar

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To:

1. The General Manager,
M/s.Bharat Sanchar Nigam Limited,
having its Office at "Sanchar Bhavan",
No.20, Ashoka Road, New Delhi.
2. The Chief General Manager,
M/s.Bharat Sanchar Nigam Limited,
Chennai Telephones,
No.78, Purasawalkam High Road,
Chennai 600 010.

+1cc to Mrs.K.Parameshwari, Advocate, S.R.No.68904

W.P.No.20946 of 2021

EV(CO)

RLP(11/01/2022)