



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 07.12.2021

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THE HONOURABLE MR.JUSTICE C.V.KARTHIKEYAN

W.P(MD).No.15048 of 2021

and

W.M.P(MD).Nos.11990 and 11991 of 2021

PSTS Foundation,
Door No.22, South Raja Street,
Thoothukudi,
Through its Managing Trustee,
T.Vel Shankar

... Petitioner

Vs.

The Commissioner,
Thoothukudi Corporation,
Thoothukudi.

...Respondent

Prayer : Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Certiorari, to call for the records of the impugned revision order in Na.Ka.No.A16/0336/1996 dated 01.10.2020 and the consequential notice in Na.Ka.No.A16/0336/1996 dated 13.07.2021 on the file of the respondent and to quash the same.

For Petitioner : Mr.G.Prabhu Rajadurai
For Respondent : Mr.Saji Bino
Standing Counsel

ORDER

The writ petition has been filed in the nature of Certiorari, seeking records of the revision order, dated 01.10.2020, in Na.Ka.No.A16/0336/1996, passed by the respondent herein and to set aside the same.

2.The petitioner, who is the deponent of the affidavit filed in support of the writ petition, is the Managing Trustee of a Trust, 'Charitable Education Trust', which runs a school in premises at Millerpuram at Meelavittan Panchayat in Thoothukudi District. The Trust is formally called "PSTS Foundation". I am hopeful that there would be no question about the identity of the



3.The rent for the premises, where the school is running, had been fixed at Rs.1,64,678/-. The learned Counsel for the petitioner had not raised any protest against such rent being fixed and I am confident that the petitioner would comply with the demand to pay such amount as rent. There are no records available to show that the petitioner has raised protest.

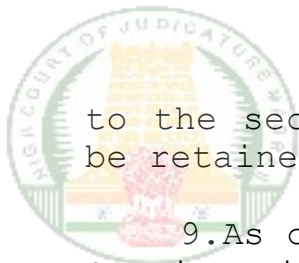
4.However, the petitioner had also paid a sum of Rs.12,50,000/- as security deposit. This is quite disproportionate to the rent and also violative of the normal principles of arrangement between a landlord and a tenant wherein, a security deposit is normally fixed for at least two months' rent or at the least at one month rent.

5.The learned Counsel for the respondent, however, justified the said security deposit on the ground that nearly about thousand students studied in the school and if any untoward incident happens and there is a claim for damages of compensation, then this amount of security deposit can be utilized for such purposes. That would be stretching imagination a little too far and I also hold that imagination has been stretched on the negative side a little too far. It is always to be hoped that no such incident will never occur.

6.It is only prudent on the part of the respondent that some amount is set aside for security purpose. For that particular purpose, the petitioner and the respondent can sit across the table and work independent modalities of retaining an amount or a bond to be furnished by the petitioner whenever any such claim arises, but directly linking that with the rent in my opinion, is not lawful and has to be interfered with by this Court.

7.The impugned order, comprises of two components, namely, the monthly rent of Rs.1,64,678/- and increase in security deposit from Rs.12,50,000/- to 25,00,000/-. I would not interfere with the impugned order with respect to the monthly rent, but, I would certainly interfere with the quantum of security deposit and would direct the respondent to re-issue a fresh order with respect to the security deposit, which should be one month or at the most two months' rental value, and independently a separate amount can be set aside as security to provide in case of any claim for damages of compensation.

8.The petitioner and the respondent may have independent arrangements, but cannot directly link the same to the rental agreement between them. If the petitioner has to pay any amount with respect to the difference in rent amount already paid and the rent amount now demanded, the same may be adjusted with the Rs.12,50,000/- already available with the respondent giving buffer



to the security deposit of one or at the most two months rent to be retained by the respondent.

9.As observed, one portion of the impugned order is set aside. Certiorari lies to that particular extent. This Writ Petition is disposed of. No costs. Consequently, the connected Miscellaneous Petition are also closed.

Sd/-

Assistant Registrar (CS-II)

// True Copy //

/ /2021

Sub Assistant Registrar(CS)

sn/lr

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,
Thoothukudi Corporation,
Thoothukudi.

+1 CC to M/s.S.SAJI BINO, Advocate (SR-37805[F] dated
08/12/2021)

+1 CC to M/s.G.PRABHU RAJADURAI, Advocate (SR-37990[F] dated
09/12/2021)

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