

IN THE HIGH COURT OF ORISSA AT CUTTACK

**W.P.(C) No.8627 of 2022
(Through hybrid mode)**

Pramod Kumar Prusty

....

Petitioner

Mr. S.K. Das , Advocate

-versus-

***New India Assurance Company
Ltd.***

....

Opposite Party

Mr. S.K. Sarangi, Senior Advocate

CORAM: JUSTICE ARINDAM SINHA

**ORDER
15.07.2022**

**Order
No.**

3.

1. Mr. Das, learned advocate appears on behalf of petitioner and submits, the insurance company is not paying house rent. He submits, his client seeks to challenge letter dated 2nd March, 2022 sent by opposite party. There is clear attempt thereby for non-payment of rent on alleging dispute raised by his client's brother and sister-in-law.

2. He draws attention to lease agreement dated 9th May, 2013 and submits, his client is 'lessor' and the term does not include his brother or sister-in-law.

3. Mr. Sarangi, learned senior advocate appears on behalf of opposite party and submits, his client has filed counter, disclosing the

‘no objection’ given by affidavit, as had been required under order dated 21st April, 2022.

4. Perused affidavit of ‘no objection’ dated 9th March, 2021. In it brother of petitioner Prakash Kumar Prusty had declared and given consent to release monthly rent to petitioner in mentioned account therein. Petitioner has alleged in paragraph-4 of the writ petition that the lease agreement was for period of 5 years from 1st October, 2011 to 30th September, 2016 at rent of Rs.82,208/- per month for first 5 years and at increased rate (25% of the rent) for second 5 years. The lease expired on 30th September, 2021. These allegations stand admitted as appearing from paragraph-7 of the counter.

5. Perused said letter dated 2nd March, 2022. Contents therein are reproduced below.

“We had received a representation letter from your younger brother Mr. Prakash Kumar Prusty and sister-in-law Mrs. Amita Prusty to stop the payment of office premises rent on dated 18/02/2022. They claimed that they are not getting their share properly. In your previous letter dated nil received by us on 08/03/2021 and NOC given by 3 parties in the form of Affidavit before Hon’ble Executive Magistrate Bhubaneswar, you stated that you and

your family members had amicably settle down your family dispute.

Accordingly we had released the pending monthly rent and paying the monthly rent as per previous lease deed. The lease deed is due for renewal w.e.f.01/10/2021 we are taking up the renewal of office lease with our higher Office. Please intimate us your response to proceed further in the matter.”

The insurance company has stopped paying rent. The agreement was made on 9th May, 2013 between petitioner, called ‘lessor’ and itself. The term lessor included, inter alia, petitioner’s heirs and legal representatives. Petitioner being present, there is no question of his brother or sister-in-law being either is heir or legal representative, to claim under petitioner, in the agreement.

6. The insurance company is directed to pay, without prejudice to rights and conditions of parties, the same rent paid earlier at Rs.82,282/- per month (net) in arrears and current till execution of fresh agreement or vacating the premises, whichever is earlier. The arrears are to be liquidated within two weeks of communication along with payment of current rent, on aforesaid direction. Petitioner is at liberty to move the Civil Court to seek further remedy, as may be advised.

7. The writ petition is disposed of.

(Arindam Sinha)
Judge

Sks

