



A.Nos. 578 to 580 of 2021
in
O.P.No.109 of 1942

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M.DURAI SWAMY, J.

The petitioner has filed the above applications, to fix a reasonable rent and waive the rent in the lockdown period, to set aside the operation of the impugned notice dated 27.01.2021 issued by the respondent and to stay the operation of the impugned notice dated 27.01.2021.

2. This court by order dated 09.04.2021, granted an order of interim stay on condition that the petitioner paying the monthly rent of Rs.26,000/- along with 18 % GST from the month of May 2020 to April 2021.

3. It is brought to the notice of this court that the petitioner is complying with the said order.

4. The learned Administrator General and Official Trustee submitted that there is arrears of 52,000/- payable by the petitioner/tenant along with GST at the rate of 18 %.



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5. The learned Administrator General and Official Trustee has filed an additional report, wherein it has been stated as follows:

"1. It is humbly submitted that these applications came to be filed by the petitioner questioning the enhancement of rent by the respondent. A detailed report is already filed by this respondent.

2. It is humbly submitted that during the last hearing on 04.02.2022 this Hon'ble Court directed both the petitioner and respondent to have a bilateral talk with regard to fixation of rent. In obedience to the same the petitioner as well as the respondent discussed the revision of rent on 08.02.2022 and it is agreed by the petitioner as well as the respondent to fix a rent at Rs. 30,000/- per month along with applicable G.S.T. It is further agreed that the newly fixed rent is payable from Jan 2021.

3. It is humbly submitted that this respondent prays, though the petitioner seeks time of three months to pay the difference of rent, the amount payable is only 52,000/- along with applicable G.S.T. Such a long time to pay the difference amount may not be granted. The petitioner may be directed to pay the difference in rent with in a period of one week from the date of order. The letter submitted by the petitioner to this respondent is annexed herewith exhibit D1.'

6. As per the additional report of the learned Administrator General and Official Trustee, the defendant agreed to pay a sum of Rs.30,000/- per month as the rent for the premises in question.



7. In view of the additional report filed by the learned Administrator General and Official Trustee, the applications are disposed of by directing the petitioner to pay a sum of Rs.30,000/- per month as monthly rent for the premises for a period of 11 months commencing from January, 2022.

8. The petitioner is also directed to pay the difference of rent amounting to Rs.52,000/- to the respondent/learned Administrator General and Official Trustee on or before 23.02.2022.

9. The revised amount of Rs.30,000/- was agreed to be paid by the tenant from 01.01.2021.

11.02.2022

mrn



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