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**A. Nos.2688 to 2691 of 2021
in
O.P.No.147 of 1922**

M.DURAISWAMY , J.

Learned Administrator General and Official Trustee has filed Application No.2688 of 2021 to direct the respondent to pay the damages for the premises occupied by them from 01.07.2021 to till the date of delivery of vacant possession at the rate of Rs.20,000/- per month; Application No.2689 of 2021 has been filed to permit the applicant to take over the vacant possession through police force if the respondent fails to hand over the vacant possession within a time frame. A.No.2690 of 2021 has been filed to direct the respondent to quit and hand over vacant possession of the premises in the ground floor of Door No.4/86, Iyyappa Street, Mannady, Chennai – 1 to the applicant within a time frame and Application No.2691 of 2021 has been filed to direct the respondent to pay the rental arrears upto 30.06.2021 aggregating a sum of Rs.89,000/- with applicable administrative charges as charged for delayed payment applicable to all the tenants together with bank interest at the rate of 6 per cent per annum.



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2. In support of the prayer sought for in the applications, the learned Administrator General and Official Trustee filed a common report dated 29.07.2021 wherein it has been stated as follows:

"The Official Trustee of Tamil Nadu humbly submits that the property bearing Door No.4/86, Iyyappa Street, Mannady, Chennai 600 001 belongs to the Trust Estate of T.Angammal. It is an old titled ouse. The Trust Estate of T.Angammal is being administered by the office of the Official Trustee of Tamil Nadu as per the scheme decree of the Hon'ble High Court of Madras orders dated 20.02.1928 in O.P.No.147 of 1922 [D1]

2. *The Official Trustee further submits that the subject property of 935 Sq.Ft was leased out to Mrs.A.Meerabai on a monthly rent of Rs.900/- p.m.*

3. *The Official Trustee further submits that the rent has been enhanced from Rs.900/- to Rs.5,500/- w.e.f 01.04.2018 after 20 years based on the extent, locality, Engineer's report. The rent was fixed at Rs.4,500/- w.e.f. 01.01.2019 as request made by the respondent to reduce the rent and it was accepted by the Official Trustee. The other tenant who is residing in the ground floor has paid enhanced rent of Rs.5,500/- and new rent advance as per the order of this office. But the respondent has not paid the enhanced rent amount till date.*

4. *The Official Trustee further submits that in*



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this regard, the applicant sent a notice dated 25.09.2020 to the respondent [D2] rejected to waive the rent for the lockdown period of Corona pandemic but the respondent was given an option to pay the arrears of rent by monthly instalment within six months without any administrative charges or interest or penalty. The notice was acknowledged by the respondent on the same day [D3]. But she had not paid the rent payment and rental arrears.

5. *The Official Trustee further submits that in this regard, the applicant again sent a notice dated 22.01.2021 [D4] to the respondent directing to pay the arrears of rent from August, 2019 to December, 2020 totally Rs.76,500/- with Rs.20,000/- penalty, and since the respondent had violated the lease terms and conditions, her lease will be terminated and possession will be taken within a time of 10 days. The notice was returned with an endorsement "Addressee absent" on 28.01.2021[D5].*

6. *The Official Trustee further submits that as the respondent not come forward for making payment of rental arrears and not appeared before the applicant and not submitted any reply or reason for payment of arrears of rent, the applicant terminated the first respondent's tenancy and sent a termination notice dated 06.07.2021 [D6] to the respondent directing to vacate the premises immediately and deliver the vacant possession and pay the rental*



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arrears of Rs.89,000/- and damages of Rs.20,000/- per month for illegal occupation on receipt of the notice, failing which suitable legal steps will be taken against the respondent. The termination notice was acknowledged by the respondent and received to this office on 17.07.2021[D7]. But there is no response from the respondent to pay the rent and rental arrears. Hence, this application for quit and deliver vacant possession and other reliefs.

In view of the above, the Official Trustee is, therefore, humbly submits and prays that this Hon'ble Court may be pleased to:-

a) direct the respondent to quit and deliver the vacant possession of premises in the ground floor of Door No.4/86, Iyyappa Street, Mannady, Chennai 600 001 to the applicant within a time frame;

b) direct the respondent to pay the rental arrears upto 30.06.2021 aggregating a sum of Rs.89,000/- with applicable administrative charges as charged for delayed payment applicable to all the tenants together with bank interest at the rate of 6% per annum;

c) direct the respondent to pay the damages for the premises occupied by them from 01.07.2021 to till the date of delivery of vacant possession at the rate of Rs.20,000/- per month;

d) If the respondent fails to handover the vacant possession within the time framed by this Hon'ble Court, the applicant may be permitted to take over the



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vacant possession through police force."

3. Learned counsel appearing for the respondent though took several adjournments for filing counter, he has not filed any counter. That apart, learned counsel for the respondent is also not present when the matter is called today.

4. I am satisfied with the report filed by the learned Administrator General and Official Trustee. In view of the same, these applications are allowed.

29.07.2022

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M.DURAISWAMY, J.

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