



W.P.(MD).No.14034 of 2011

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 27.06.2022

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THE HON'BLE MR.JUSTICE R.VIJAYAKUMAR

W.P.(MD).No.14034 of 2011

and

M.P(MD)No.1 of 2011

S.Thangavelu (Died)

... Petitioner

2.T.Vanithamani

3.S.Susila

4.S.Usha

5.T.Swaminathan

6.T.Baranidharan

... Substituted Petitioners

(P2 to P6 are substituted petitioners
impleaded vide Court order, dated 07.06.2022
in W.M.P(MD)No.22409 of 2019 in
W.P(MD)No.14034 of 2011)

Vs.

1.The District Collector cum
Chatram Administrator,
Thanjavur District,
Thanjavur.

2.The Chatram Tahsildar,
Thanjavur Collectorate,
Thanjavur.



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3.The Chatram Revenue Inspector,
Pattukottai,
Thanjavur District.

4.The Chatram Manager,
Orathanadu,
Thanjavur District.

... Respondents

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 first respondent's impugned order and by his proceedings in Na.Ka.No.1005/2011.Sath.E dated 09.11.2011 and quash the same.

For Petitioner : Mr.K.K.Ramakrishnan
For Respondents : Mr.S.Shanmugavel
Additional Government Pleader

ORDER

The present writ petition has been filed challenging an order passed by the first respondent herein, under which the petitioner was put to certain new conditions for enjoying the property, which was taken up by the petitioner's vendor under a perpetual lease.

2. The learned counsel for the petitioner has contended that on 21.12.1957, two parcels of land were put on auction for perpetual lease



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by the Special Officer of District Board, Thanjavur. One Mr.Rengaraju Kalingarayar and Subramaniya Iyyar along with another person were successful bidders. The said perpetual lessees have put up certain temporary constructions and they were enjoying the property. The petitioner has purchased two parcels of land by two sale deeds, dated 11.09.1974 and 25.07.1975. After purchasing the said properties, the petitioner has put up a pucca construction, consisting of ground floor and first floor having an extent of around thousand square feet. The present impugned order has been passed by the first respondent herein on 09.11.2011, under which four conditions have been imposed upon the petitioner.

(i)The Chatram management would be at liberty to increase the rent every three years.

(ii)The subject matter should not be alienated.

(iii)No pucca construction should be made in the disputed land.

(iv)Whenever the land is required by the Chatram administration, the same will be taken possession by the



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management without any prior notice.

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3. According to the learned counsel for the petitioner, no new conditions can be imposed upon the perpetual lessee after the lease deed has been entered into. He further contended that the terms and conditions between the first respondent and lessee are governed by the lease deed of the year 1957. Once a lease has been entered into, during the subsistence of the lease, the lessor would not be entitled to alter the terms and conditions. Hence, he prayed for quashing the said order. However, on instructions, he submitted that his client would be amenable for enhancement of rent for every three years.

4. Per contra, the learned counsel for the respondents has contended that the lease deed between the first respondent and the petitioner's vendor is not traceable and taking advantage of the same, the petitioner is going on putting up constructions. The learned counsel for the respondents had further contended that the amount from the said building is being utilized for various public purposes and unless the rent is enhanced every three years, the Government would be put to great hardship. Hence, he prayed for sustaining the impugned order.



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5. I have carefully considered the submissions made on either side.

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6. The writ petitioner has addressed a letter to his counsel that he would be agreeing for re-fixing the rent for the vacant site every three years provided the first respondent or the Chatram administration does not demolish the already put up construction. He has further given an undertaking that he would not alienate the subject matter.

7. In view of the undertaking given by the writ petitioner, which is placed on record before this Court, this Court is inclined to pass a following order:

(i) The clauses in the impugned order, under which the first respondent has chosen to re-fix the rental value for the site every three years is confirmed.

(ii) The petitioner shall not alienate the property to any third party during the subsistence of the lease.

(iii) The petitioner has already put up a pucca construction consisting of ground floor and first floor to



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an extent of thousand square feet. The said building shall not be disturbed by the first respondent. However, the petitioner shall not be entitled to put up any further construction without prior permission from the first respondent.

(iv) Since the lease is a perpetual lease for a period of 99 years, any attempt on the part of the first respondent to evict the petitioner shall be in accordance with the said lease deed.

8. With the above said observations, this Writ Petition is disposed of. No costs. Consequently, connected Miscellaneous Petition is closed.

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Index : Yes / No
Internet : Yes / No

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R.VIJAYAKUMAR ,J.

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