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W.P.No.8314 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 17.03.2023

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THE HONOURABLE MR. JUSTICE **RMT.TEEKAA RAMAN**

W.P.No.8314 of 2023
and W.M.P.Nos.8519 & 8521 of 2023

J.Gunasekaran

..Petitioner

Vs.

1.The Commissioner,
H.R & C.E., Department,
Nungambakkam High Road,
Chennai.

2.The Joint Commissioner,
H.R & C.E., Department,
Nungambakkam High Road,
Chennai.

3.The Assistant Commissioner,
H.R & C.E., Department,
Yadaval Street, Padi,
Chennai – 600 050.

4.The Executive Officer,
Arulmighu Agatheeswarar Thirukoil,
Villivakkam,
Chennai – 600 049.

..Respondents

Prayer: Writ Petition filed under Article 226 of Constitution of India, praying to issue a writ of Certiorarified Mandamus, calling for the records pertaining to the Lock and Seal notice dated Nil, in the petitioner's address namely in No.18,



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Reddy Street, Villivakkam, Chennai, issued by the 3rd respondent herein and quash the same and consequently, direct the respondents to de-seal the premises.

For Petitioner : Mr.Meiyappan Mohan

For Respondents : Mr.N.R.R.Arun Natarajan
Special Government Pleader
(H.R & C.E)

ORDER

This writ petition has been filed for issuance of a writ of Mandamus seeking a direction to the 4th respondent to de-seal the petition premises situated at No.18, Reddy Street, Villivakkam, Chennai, and to quash the Lock and Seal notice issued by the respondents.

2. In the affidavit filed in support of the writ petition, the petitioner has stated that he is running a vessel shop in the 3rd respondent's property at No.18, Reddy Street, Villivakkam, Chennai, since 1985. He is having good number of customers in and around the above said place. The petition premises is a Temple, which has been originally allotted to one Balakumar. Subsequently, the petitioner entered into a lease agreement with the said Balakumar in the year 1985. Thereafter, the said lease agreement was renewed in the year 2015. He averred that he has been regularly paying the rental amount. Initially, there was



a Lock and Seal notice and there were legal proceedings which are not necessary for determination of this case.

3. In the present case, the respondents 3 and 4 had issued the impugned Lock and Seal notice for default in payment of rent for a sum of Rs.33,33,030/- and hence, he has moved the Commissioner by way of a revision in R.C.No.54362 of 2022 D2. On 28.09.2022, the 1st respondent passed the order as under:-

“ 2. Considering the arguments advanced by the Counsel for the petitioner the following order is passed:-

1) The petitioner should deposit Rs.10,00,000/- (Rupees Ten Lakhs only) to the respondent temple immediately out of the arrear amount of Rs.33,33,030/- (Rupees Thirty Three Lakhs and Thirty Three Thousand and Thirty One only).

2) The balance arrear amount should be deposited in 2 equal instalments.

3) The Assistant Commissioner, Chennai, is directed to remove the seal in the petitioners premises on production of proof for the payment as ordered 1 and 2 above.”



4. Thereafter, the petitioner has remitted a sum of Rs.10,00,000/- on 12.10.2022 and paid another sum of Rs.2,00,000/- on 29.12.2022. In total, the petitioner has paid a sum of Rs.12,00,000/- and thereafter, he could not pay the subsequent conditional order stated therein, which resulted in issuance of the impugned notice. Hence the writ petition.

5. Mr.N.R.R.Arun Natarajan, the learned Special Government Pleader appearing for the respondents, on instructions submitted that, as on 31.03.2023, he is in arrears of Rs.22,56,030/-. I have gone through the various original receipts paid by the petitioner to the respondents. It is also represented by the learned counsel for the petitioner that the petitioner is also a tenant in the next door also. In respect of the conditional order in W.P.No.3619 of 2023, dated 09.02.2023, this Court exercised its discretion in his favour, since the petitioner has constructed five shops and three residential houses and he let out five shops and one residential house to third parties. Hence, this Court directed the petitioner to deposit a sum of Rs.10,00,000/- on or before 30 days from 09.02.2023 and the balance amount to be paid in equal monthly instalments for a period of six months.



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6. Considering the facts and circumstances of the case, I am inclined to pass similar orders on similar lines namely the petitioner shall deposit a sum of Rs.8,00,000/- (Rupees Eight Lakhs only) within 30 days from today. On such deposit, the respondents are directed to de-seal the petition premises and the remaining arrears of rent shall be paid by the petitioner within a period of six months on equal monthly instalments. In the event of the petitioner failing to pay the said amount, the respondents may evict the petitioner from the premises in question without any intimation whatsoever. Further, the petitioner shall continue to pay the arrears without any default and shall also continue to pay the rent.

7. With the above observations and directions, the writ petition stands disposed of and the impugned notice issued by the 3rd respondent is hereby set aside, subject to the above conditions. There shall be no order as to costs. Consequently, connected miscellaneous petitions are closed.

17.03.2023

Speaking / Non-speaking order
Neutral Citation : Yes / No
Index : Yes/No
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Note : Issue order copy on 29.03.2023.



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RMT.TEEKAA RAMAN.J,

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To

- 1.The Block Development Officer,
Avinashi Panchayat Union,
Avinashi & Taluk,
Tiruppur District.
- 2.The President,
Chinneripalayam Village Panchayat,
Avinashi Panchayat Union,
Chinneripalayam,
Karukkanpalayam Post – 641 654,
Avinashi Taluk, Tiruppur District.

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