

**IN THE HIGH COURT OF JUDICATURE AT MADRAS**

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DATED : 10.04.2023

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THE HON'BLE **MR.JUSTICE M.DHANDAPANI**W.P.No.22703 of 2018

India Sunday School Union
Rep. by its General Secretary,
Dr. Ajit A.Prasadam,
Having Office at Keswick,
Orange Grove Road,
Coonoor – 643101.

... petitioner

-Vs-

1. The Zonal Manager,
UCO Bank, Zonal Office 22, 1st Floor,
Vijay Towers, Father Randy Street,
R.S.Puram,
Coimbatore – 641002.
2. The Branch Manager,
UCO Bank, D No. 7/ 19 D,
ISSU Book Centre Complex,
Bedford Circle, Coonoor – 643101,
The Nilgiris.
3. The Managing Director & CEO,
UCO Bank Head Office,
10 B.T.M. Sarani,
Kolkata – 700001.

... Respondents



Prayer: Petition filed under Article 226 of the Constitution of India, for issuance of Writs of Mandamus directing the 1st respondent Zonal Bank to expeditiously consider the petitioners representation dated 02.0.30218 to instruct the 2nd respondent Bank to vacate the premises located at ISSU Book Centre Complex Bedford Circle Coonoor and hand over vacant possession to the petitioner as soon as possible.

For petitioner : Mr. I.John Arockiadas

For Respondent : Mr.Srinath Sridevan, Senior Counsel
for M/s.Aishwarya S.Nathan

ORDER

This petition has been filed seeking a direction to the 1st respondent Zonal Bank to expeditiously consider the petitioners representation dated 02.0.30218 to instruct the 2nd respondent Bank to vacate the premises located at ISSU Book Centre Complex, Bedford Circle, Coonoor and hand over vacant possession to the petitioner as soon as possible.

2. It is the case of the petitioner that the petitioner is a non profit organisation conducting many charitable, educational and religious activities since 1918 and it owns a property viz., ISSU Book Centre Complex, Bedford Circle, Coonoor, which it had partly leased out to the second respondent vide



lease deed dated 04.03.2005 bearing door No.7/19D, measuring a carpet area of 2090 sq. ft. for a sum of Rs.18,810/- as monthly rent. After expiry of the above said lease, the tenure of the lease was extended from time to time with increase of rent which finally lapsed on 30.11.2013. The petitioner Society issued a notice dated 07.12.2017 to the respondents to pay the petitioner for a sum of Rs.22,96,264.88/- towards arrears as on 30.11.2017. The petitioner Society send a representation on 02.03.2018 to the first respondent requesting for vacating the premises under its illegal occupation by the second respondent Bank. There is no response from the respondent till date. Hence, the present writ petition.

3. The learned counsel for the petitioner submitted that even as per the letter dated 12.01.2017 and 20.12.2017, the second respondent has agreed to pay a sum of Rs.8,22,970/- as arrears for the period from 01.12.2013 to 31.10.2017 and fixed a revised rent at Rs.58,520/- per month. However, till date, the second respondent has not paid any amount and vacate the premises and has not handed over the possession. Therefore, this Court may issued a direction to the respondents to pay the pending amounts and to hand over the possession to the petitioner.



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4. The learned Senior Counsel appearing on behalf of the respondents submitted that the matter is purely civil dispute and it has to be adjudicated only before the commercial forum or before the competent civil Court. The present writ petition is not maintainable and the same is liable to be dismissed.

5. Heard the learned counsel on either side and perused the materials available on record.

6. The facts of the case are not in dispute. Admittedly, the petitioner Society has leased out the aforementioned premises to the second respondent Bank from 04.03.2005 onwards. In this regard, the parties were entered into an agreement and the said agreement has been expired in the year 2013. Subsequently, the petitioner society made a representation for enhancement of rent or to vacate the premises. However, the same was provisionally admitted by the second respondent vide letter dated 20.12.2017 agreed to pay at 28% per sq. ft. i.e. Rs.58,520/- per month and also agreed to pay a sum of Rs.8,22,970/- towards arrears of rent for the period from 01.12.2013 to 31.10.2017.



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7. Even thereafter, the second respondent has not paid the enhanced arrears of rent in terms of the letter dated 20.12.2017. Further, the second respondent Bank agreed to pay a sum of Rs.58,520/- as rent from 01.01.2017 onwards and the same was also not paid.

8. In such view of the matter, the petitioner is entitled to succeed the case. Therefore, this Court directs the second respondent to pay a sum of Rs.58,520/- towards rent from 31.07.2017 till 31.12.2020 to the petitioner and further, the second respondent is directed to pay a sum of Rs.8,20,970/- towards arrears of rent to the petitioner and also to hand over the possession to the petitioner within a period of four weeks from the date of receipt of a copy of this order.

9. With the above directions and observations, the writ petition is allowed. No costs. Consequently, connected miscellaneous petition is closed.

10.04.2023

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M.DHANDAPANI, J.



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