



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 27.06.2023

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THE HONOURABLE MR. JUSTICE N. ANAND VENKATESH

W.P No.18855 of 2023

The Gandhi Nagar Education Society,
Rep.by its Trasurer Mr.V.Palaniappan
Having Office at Chettinad Towers,
603, Anna Salai, Chennai-600 006.

...Petitioner

vs.

1. The State of Tamil Nadu
Rep.by its Principal Secretary,
Ministry of Municipal Administration,
Urban and Water Supply,
Fort St.George, Chennai 600 001.
2. The Commissioner,
Greater Chennai Corporation,
Rippon Building, Chennai -600 003.
3. The Deputy Commissione (R & F).
Greater Chennai Corporation,
Rippon Building, Chennai -600 003.

..Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India for directing the respondent to act upon the letter dated 28.09.2022 issued by the Petitioner Society requesting for renewal of lease of lands comprised in R.S.No.4247/7, 4251/2 and 4253/1 respectively,



situate within the Sub Registration District of Mylapore Village, Chennai and consequently renew the lease by a further period of 33 years.

For Petitioner : Mr.Vijay Narayana

Senior Counsel

for Mr.T.Balaji

For Respondent : _Mrs.P.T.Rama Devi

Standing Counsel

ORDER

Considering the limited issue involved in this writ petition, this Court decided to take up the writ petition for final hearing and pass final orders.

2. The petitioner has knocked the doors of this Court seeking for a direction to the respondents to act upon the letter dated 28.09.2022, wherein the petitioner society has requested for renewal of lease for the lands where the petitioner is running schools.

3. The crux of the issue is that the petitioner society was given on lease an extent of 68 grounds 2301 Sq.ft. through a lease deed dated 30.11.1957 for setting up higher secondary school. That



apart, a separate lease agreement was entered into on 27.02.1958 for another extent of 10 grounds. Thereafter, the petitioner has been running four schools in the subject property. Three of the schools provide free education and insofar as the 4th school is concerned, it is a fee levying school.

4. Insofar as the property measuring an extent of 68 grounds and 2301 Sq.ft, the period of lease came to an end on 04.01.2023. For the balance of 10 grounds, the lease period comes to an end on 04.01.2024. The petitioner society also made a representation on 28.09.2022 requesting for the renewal of the lease to enable the petitioner to continue to run the schools.

5. In the meantime, the Corporation through proceedings dated 13.01.2022 enhanced the rent and the same became a subject matter of challenge before this Court in WP No.16474 of 2022. The said writ petition was allowed by this Court by an order dated 24.01.2023 and the demand that was raised by the Corporation was set-aside. This Court also made it clear that the petitioner must pay the existing rent



with 25% increase as agreed in the original lease till the period of lease expires.

6. The grievance of the petitioner is that the respondents have been approached well in time requesting for the renewal of the lease and the request made by the petitioner has not been acted upon till date. In view of the same, one lease has already expired during January 2023 and the other lease is going to expire during January 2024. Left with no other option, the present writ petition has been filed before this Court.

7. Heard Mr.Vijay Narayanan, learned Senior Counsel appearing on behalf of the petitioner and Mrs.P.T.Rama Devi, learned Standing Counsel for respondents.

8. The learned Standing counsel appearing on behalf of Corporation submitted that the request made by the petitioner society seeking for the renewal of lease is under consideration of the Corporation and that a decision will be taken in this regard within a



period of two weeks.

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9. The learned Senior counsel appearing on behalf of the petitioner submitted that the petitioner society has approached the respondents seeking for renewal of lease through letter dated 28.09.2022, well before the expiry of the lease period and this letter was not acted upon. In view of the same, insofar as the lease that pertains to 68 grounds and 2301 Sq.ft, the Corporation is refusing to receive the rents from February 2023 onwards. Thereby, an attempt is being made to project as if the petitioner is a defaulter in payment of rent. The learned Senior counsel submitted that the petitioner was always willing to pay the rent as directed by this Court in the earlier writ petition and there was no reason for the Corporation to refuse to receive the rent more particularly when the request for renewal of the lease is pending before the Corporation. Therefore, the learned Senior counsel submitted that the Corporation must be directed to receive the rents since the petitioner is in occupation of the property and the petitioner does not want to be branded as a defaulter.



10. In the considered view of this Court, there is no dispute with regard to the fact that the petitioner is running four schools in the subject property and out of which, three schools provide free education for poor children. These schools have been running for nearly 66 years. Therefore, it will not be reasonable to keep the petitioner in tenterhooks without considering the request made by the petitioner for renewal of the lease. More than the interest of the petitioner, the interest of the children who are studying in the schools must be taken into consideration by the Corporation. Hence, there must not be any delay in considering the request made by the petitioner seeking for the renewal of the lease.

11. The petitioner is in occupation of the lands belonging to the Corporation and the petitioner wants to pay the existing rent as directed by this Court in the earlier order passed in WP No.16474 of 2022. By paying this rent, the petitioner is not going to be given any vested right and the only apprehension of the petitioner is that they should not be treated as defaulter and that it should not be put against the petitioner while seeking for the renewal of the lease. Hence, the



Corporation is directed to receive the rents from the petitioner from 05.01.2023 onwards and the arrears of rent till June 2023 shall be paid by the petitioner to the Corporation within a period of two weeks from the date of receipt of a copy of this order. It is made clear that such payment of rents by the petitioner to the Corporation does not create any vested right on the petitioner and the request made by the petitioner will be independently considered by the Corporation taking into consideration the facts and circumstances of the case.

12. The learned Standing counsel appearing on behalf of the Corporation on instructions also submitted that there will be no disturbance caused to the petitioner in running the schools till a final decision is taken on the renewal of the lease. The said statement is recorded and it is made clear that the Corporation will not cause any disturbance for running of the schools till a final decision is taken on renewal of the lease sought for by the petitioner.

13. The letter dated 28.09.2022 issued by the petitioner society requesting for renewal of lease for the subject lands shall be



considered by the 3rd respondent and a decision shall be taken within a period of two weeks from the date of receipt of a copy of this order.

Considering the fact that the petitioner has been running the schools for more than 6 decades and it also involves the interest of the children who are provided free education, the same has to be kept in mind by the respondents while considering the renewal of lease. If required, the 3rd respondent shall also afford personal hearing to the petitioner for any clarifications.

14. This writ petition is disposed of in the above terms. No costs.

27.06.2023

Index : Yes/No
Internet : Yes/No
Speaking Order/Non-Speaking Order
Neutral Citation case : Yes
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To

1. Principal Secretary,
Ministry of Municipal Administration,
Urban and Water Supply,
Fort St.George, Chennai 600 001.
2. The Commissioner,
Greater Chennai Corporation,
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3. The Deputy Commissione (R & F).
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N. ANAND VENKATESH, J.
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