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A.Nos.3342 to 3349 of 2023 in A.Nos.1120 to 1123 of 2023
& A.Nos.647 and 648 of 2023 in C.S.No.187 of 1966

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S.VAIDYANATHAN,J.

A.Nos.3342 to 3349 of 2023 have been filed to set aside and stay the order dated 09.06.2023. A.Nos.647 and 648 of 2023 have been filed to set aside and stay the order dated 30.11.2022, claiming to pay arrears of rent of Rs.4,49,436/-.

2. When these applications are taken up for hearing, learned counsel for the Applicant submitted that Palani / Applicant herein had renovated and put up construction in the second floor and that an exorbitant rent has been fixed. It is represented by the learned counsel for the Applicant that the entire arrears have been paid.

3. Learned AG & OT stated that the building is of 50 years old and there was no enhancement of rent for a longer time and the rent fixed now is a reasonable one. He further stated that there are persons in the queue, who are willing to occupy the place for the higher rate of rent than what has been fixed now and to pay more rent @ Rs.15/- per sq.ft. It is also submitted that pursuant to the order of this Court, AG&OT had already taken possession of the property and it is now kept under lock and seal.



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4. Taking note of the fact that major portion of the second floor has been constructed by the Applicant and that the Applicant is willing to pay the rent @ Rs.11/- per sq.ft. for the entire building, these applications are disposed of with the following directions:

i) The AG&OT shall enter into a lease agreement with the Applicant herein, if not already executed, by fixing the rent @ Rs.11/- per sq.ft. per month. The renewal of lease shall not exceed three years at any point of time and the renewal can be done periodically on expiry of upper time limit prescribed every year;

ii) As and when lease period is extended every year, there should be a periodical revision of rent at the rate of 10% on the rent paid the previous year;

iii) The subject property will vest with the AG&OT and the renewal of lease will only be for the limited purpose of occupation, for which the subject property was leased out. It is made clear that the Applicant shall not make any alteration to the subject property without prior permission of the Court;



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iv) The Applicant shall pay the difference in amount towards rental arrears, if any to the AG&OT as expeditiously as possible and on receipt of all arrear amount, learned AG&OT shall remove the lock and seal and enable the Applicant to occupy and run the business in the property. Excess amount, if any lying with AG&OT can be adjusted by AG&OT instead of refunding the same to the applicant.

28.07.2023

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Note: Issue order copy on 01.08.2023

To:

The Administrator General and
Official Trustee of Tamil Nadu,
High Court, Madras.



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