

**A. No.2891 of 2020****S.VAIDYANATHAN, J.**

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This application has been filed seeking to refund the rental arrears of Rs.2,44,678/- deducted unilaterally from the advance amount of Rs.3,10,000/- paid by the applicant on 18.03.2020 for no fault of his.

2 It is not in dispute that the applicant is the successful bidder for the building in question and accordingly, the building was handed over to the applicant on 19.03.2020 and lockdown was announced from the very next day onwards, i.e., 20.03.2020. Since the building was in a dilapidated condition, the applicant could not occupy the same. However, he addressed a communication dated 12.08.2020 to the respondent stating that the rent may be waived for a period of 11 months and also seeking permission for demolition and reconstruction of the building, without which, he cannot apply for demolition to Greater Chennai Corporation and that the lease may be granted for a minimum of 66 years.

3 In the reply communication dated 18.08.2020, the respondent has categorically stated that waiver cannot be granted and that the applicant may pay the rental arrears in six monthly instalments without any administrative charge or interest or penalty, as the case may be. It is further stated in the said communication that lease could be granted only for a maximum period of 15 years, provided bank loan is



obtained by the applicant for the purpose of development of building and that the applicant shall get a draft demolition and reconstruction plan from a licensed Surveyor of Corporation of Chennai.

4 The respondent has filed a counter/report dated 25.08.2023 stating that the applicant participated in the tender and took possession of the building; the rent payable as per the agreement was Rs.37,000/- per month; since the applicant, all of a sudden, *vide* communication dated 30.09.2020, informed the respondent of his decision to surrender the possession of the building, the respondent terminated the tenancy with effect from 06.10.2020 by collecting rent for the period 18.03.2020 to 05.10.2020 and the possession of the building was also taken by the respondent on 06.10.2020; the rent payable for the above period was Rs.2,44,678/- @ Rs.37,000/- per month and the same was deducted from the advance amount of Rs.3,70,000/- paid by the applicant and the balance sum of Rs.1,25,322/- was refunded to the applicant by means of a cheque.

5 It has been vehemently contended by the respondent that though the building was in a dilapidated condition, as could be seen from the advertisement, the applicant had agreed to take the building on rent; if the applicant had not taken the same, it would have gone to another person.



6 Though there is much force in the contention of the respondent, if anyone had continued in lease and if, in the middle of the period, COVID-19 had struck, certainly, waiver of rent cannot be granted. In the case on hand, before the applicant could occupy the dilapidated building, COVID-19 had attacked the entire world and the applicant cannot be found fault with. However, at the same time, if the building had not been taken by the applicant, the same would have been handed over to some other person.

7 In order to give a quietus to the matter, I am of the view that 50% of the amount sought to be refunded to the applicant, may be retained by the respondent and the remaining 50% shall be paid to the applicant within a period of 15 days from the date of receipt of a copy of this order.

This application stands disposed of accordingly.

25.08.2023

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To
The Administrator General & Official Trustee
High Court Buildings
Chennai 600 104



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A. No.289



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