



A.No.4367 of 2022

A.No.4367 of 2022
in O.P.No.109 of 1942

S.VAIDYANATHAN,J.

This application has been filed to direct the respondent to pay damages for use and occupation of the premises at the rate of Rs.23,000/- per month from the date of filing of this application till the date of handing over possession.

2. When the matter is taken up for hearing, learned Administrator General and Official Trustee (AG & OT) has submitted that there was a consensus arrived at between AG&OT and the respondent herein and a memo of compromise dated 13.04.2023 has been entered into between the parties, a scanned copy of which has been annexed hereunder:

IN THE HIGH COURT OF JUDICATURE AT MADRAS
(Ordinary Original Civil Jurisdiction)
Application Nos. 4367 to 4370 of 2022
in
O.P.No.109 of 1942

Official Trustee of Tamil Nadu
Madras High Court Campus,
Chennai - 600 109

Vs.

...Petitioner

P. Sankaranarayanan
No.47, Moore Street,
Chennai - 600 001

...Respondent

MEMO OF COMPROMISE FILED BY THE PARTIES

1. The Respondent is a tenant in respect of a portion of the premises measuring an extent of 509 sq. ft. in the first floor of the premises bearing No.47, Moore Street, Chennai - 600 001 which belonged to the estate of Rao Bahadur V. Thiruvengadathan Chetty and managed by the Office of the Official Trustee of Tamil Nadu, the petitioner herein and consequent to the grant of probate in OP No. 109/1942 by the Hon'ble High Court of Madras and consequent to the transfer of the said estate to the petitioner hereto vide orders dated 07.04.1977 in Application No. 942/1977 in OP No. 109/1942, from 05.05.2016 under a monthly rent of Rs. 2,500/- in addition to VAT. The respondent had been paying the aforesaid rent along with VAT charges without any arrears.

2. The rent for the premises was enhanced by the petitioner with effect from 01.08.2018 from Rs. 2,500/- to Rs. 5,100/- per month in addition to GST and the respondent has been paying a total sum of Rs. 6018/- per month towards rent and GST from 01.08.2018 without any arrears.

3. The petitioner had enhanced the rent again from Rs. 5,500/- to Rs. 11,500/- per month excluding GST and had directed the respondent to pay the enhanced rent of Rs. 11,500/- in addition to GST with effect from 01.04.2023.

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4. The respondent had not accepted for the aforesaid enhancement and had issued a reply dated 28.03.2022 that he had not agreed for the enhanced rent but had only affixed his signature only to the contents of the office proceedings and had requested the petitioner to reconsider the demand for the arrears of enhanced rent.

5. The petitioner had therefore filed the above Applications for eviction of the respondent, for recovering the above arrears of rent, damages and for other reliefs.

6. The petitioner and respondent have now mediated between themselves and have arrived at a compromise, the terms of which are detailed below;

a) The petitioner agrees to withdraw the enhancement of rent of Rs.11,500/- excluding GST fixed by him and due from 01.04.2020.

b) The petitioner and respondent agree that the revised rent for the aforesaid premises shall be fixed Rs.7,126/- per month in addition to GST charges at 18% amounting to Rs.1,283/- totalling a sum of Rs.8,409/- and the same shall be payable by the respondent with effect from 01.01.2021 till 31.03.2023.

c) The petitioner and respondent agree that the balance of the enhanced monthly rent of Rs.2,026/- and the proportionate GST charges of Rs.365/- totalling a sum of Rs. 2,391/- per month shall be payable by the respondent from 01.01.2021 till 31.03.2023 for a total period of 27 months amounting to a sum of Rs.64,557/-. The said amount shall be payable by the respondent to the petitioner within 15 days from the date of this compromise.

d) The petitioner and respondent further agree that the rent for the premises occupied by the respondent shall be revised to Rs.8,653/- per month in addition to GST charges of 18% amounting to a sum of Rs.1,558/- totalling a sum of Rs.10,211/- per month and the said revision of rent shall be effective from 01.04.2023.

P.S. Nanyan

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e) The respondent agrees to pay revised rent of Rs.10211/- including GST charges with effect from 01.04.2023 and the petitioner also agrees to accept the same.

This Memo of Compromise shall be recorded accordingly.

Dated at Chennai on this the 13th day of April 2023

P.S. Nanyan
Respondent

Rajin
Counsel for Respondent

P.S. Nanyan
Petitioner

3. In view of the above submission and recording the memo dated 13.04.2023, this Application is closed.

13.04.2023

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To:

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

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in O.P.No.109 of 1942

13.04.2023