



C.R.P.No.1064 of 2017

WEB COPY IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 22.08.2023

CORAM :

THE HONOURABLE MR.JUSTICE V. LAKSHMINARAYANAN

C.R.P.No.1064 of 2017

and

CMP.No.5115 of 2017

M/s.General Swadeshis Drapers,
Rep by Proprietor G.P.Gupta,
Prithivi Insurance Building Annexe,
Door No.228, NSC Bose Road,
Chennai-600 001

.. Petitioner

VS

1.LIC of India,
Southern Zonal Office,
LIC Building,
102 Anna Salai,
Chennai-600 002

2.S.Ajmal Khan

3.M.Anuradha

4.Alwar

5.A.Mohammed Ismail
(Respondents 2 to 5 are impleaded by order

.. Respondents



C.R.P.No.1064 of 2017

of this Court dated 22.08.2023 in
CMP.No.10546 of 2021 in CRP.No.1064 of 2017)

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Petition filed under Article 227 of the Constitution of India against the order and decretal order C.M.A.No.68 of 2005 dated 20.2.2017 passed by the Principal City Civil Judge, Chennai, and confirming the order passed by the Estate Officer, LIC of India, South Zone, Chennai in Petition No.27 of 2004 dated 20.4.2005.

For Petitioner : Mr.G.Veerapathiran

For Respondents : Mr.N.Vijayaraghavan (for R1)
for M/s.M.B.Gopalan Associates

Mr.C.Lingam (for R2)

Mr.Radhakrishnan (for R3 & R4)

Mr.A.Palaniappan (for R5)

ORDER

CRP.No.1064 of 2017 is a proceeding which has arisen under the Public Premises (Eviction of Unauthorised Occupants) Act, 1971.

2.When the matter came up before this Court on 12.04.2023, taking into consideration that the property is in the occupation of sub



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tenants, it was referred to Mediation headed by Mr.M.K.Kabir, learned Senior Advocate of this Court. Mr.M.K.Kabir has submitted a report stating as follows:

(i) The sub tenants have attorned the tenancy directly on the landlord namely, Life Insurance Corporation of India.

(ii) The sub tenants have agreed to pay a sum of Rs.56.25/- per sq. ft. from September 2023.

(iii) The sub tenants have given individual letters stating that they will clear the arrears on or before 16.10.2023 and

(iv) Finally Life Insurance Corporation of India has agreed to all these terms other than the time for payment of arrears.

3.Mr.N.Vijayaraghavan, learned counsel appearing for the Life Insurance Corporation of India has filed four (4) independent memos for each of the newly impleaded respondents/sub tenants. The memos read as follows:



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IN THE HIGH COURT OF JUDICATURE AT MADRAS

C.R.P.No. 1064/2017

Against

C.M.A.No. 68 of 2005

(On the file of Principal Judge, City Civil Court, Chennai)

General Swadeshis

...Petitioner

Vs

1. LIC of India

2. S.Ajmal Khan,

Carrying on business in the name of
Cake Sense & Bai Kadai Biryani,
No.228, N.S.C.Bose Road,
Chennai-600 001.

3. M.Anuradha,

Prop. Ayyappa Typing
No.228, N.S.C.Bose Road,
Chennai-600 001.

4. Alwar, s/o late A.Natarajan

Prop. End to End Solutions
No.228, N.S.C.Bose Road,
Chennai-600 001.

5. A.Mohammed Ismail

Prop. Court Xerox
No.228, N.S.C.Bose Road,
Chennai-600 001.

...Respondents

MEMO ON BEHALF OF 1ST RESPONDENT

IN RESPECT OF REQUEST OF 2ND RESPONDENT FOR REGULARISATION

1. The above CRP is filed by M/s. General Swadeshis erstwhile tenant against whom eviction order dated 20.04.2005 was passed by Estate Officer and confirmed by order dated 20.02.2017 by Principal Judge, City Civil Court, Chennai in respect of petition premises at No.228, NSC Bose Road, Chennai-1.
2. Since order of eviction dated 20.04.2005 LIC has not received any payment towards rent or damages from the Petitioner.

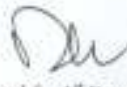


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3. Pending proceedings Petitioner had inducted 2nd Respondent S.Ajmal Khan into portion of 341 Sq.ft. of the above petition premises.
4. The 2nd Respondent S.Ajmal Khan has given representation dated 16.08.2023 to LIC during mediation in the above C.R.P. No. 1064/2017 requesting for regularization of the portion in his/her occupation on lease from 01.09.2022 for 3 years, agreeing to pay rent @ Rs.56.25 for the period from 01.09.2022 besides a sum of Rs.19,23,020/- towards proportionate arrears of damages payable from date of eviction order till 31.08.2023.
5. LIC is agreeable for regularization of the occupation by 2nd Respondent of portion of 341 Sq.ft. in Door No.228, NSC Bose Road, Chennai-600 001 (identified as Door No. 228) by granting lease in favour of 2nd Respondent subject to the following conditions;
 - a. Payment of the arrears of Rs.19,23,020/- on or before 31.08.2023 by 2nd Respondent.
 - b. Execution and registration of lease deed within 30 days thereafter as per standard terms of LIC for the period of 3 years from 01.09.2022 and subject to payment of basic rent @ Rs.56.25 per Sq.ft. for the period from 01.09.2023 and advance as per LIC norms.
 - c. Further renewals shall be by negotiation as per Estate procedure of LIC.
 - d. There shall be no sub-letting of the premises to any third party and the premises shall be used only for the business of the 2nd Respondent.
 - e. LIC shall be entitled to resume possession in case of default or breach by 2nd Respondent of the above terms.

Dated at Chennai this the 22nd day of August 2023


Counsel for 1st Respondent



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IN THE HIGH COURT OF JUDICATURE AT MADRAS

C.R.P.No. 1064/2017

Against

C.M.A.No. 68 of 2005

(On the file of Principal Judge, City Civil Court, Chennai)

General Swadeshia

Vs

...Petitioner

1. LIC of India

2. S.Ajmal Khan,
Carrying on business in the name of
Case Sense & Bui Kadai Biryani,
No.228, N.S.C.Bose Road,
Chennai-600 001.

3. M.Annasola,
Prop. Ayyappa Typing
No.228, N.S.C.Bose Road,
Chennai-600 001.

4. Alwar, s/o late A.Narasimhan
Prop. End to End Solutions
No.228, N.S.C.Bose Road,
Chennai-600 001.

5. A.Mohammed Ismail
Prop. Court Xerox
No.228, N.S.C.Bose Road,
Chennai-600 001.

...Respondents

MEMO FILED ON BEHALF OF LIC OF INDIA

1. The above CRP is filed by M/s. General Swadeshia erstwhile tenant against whom eviction order dated 20.04.2005 was passed by Estate Officer and confirmed by order dated 20.06.2017 by Principal Judge, City Civil Court, Chennai in respect of petition premises at No.228, NSC Bose Road, Chennai-1.
2. Since order of eviction dated 20.04.2005 LIC has not received any payment towards rent or damages from the Petitioner.



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3. Pending proceedings Petitioner had inducted 3rd Respondents M.Anuradha into portion of 345Sq.ft. of the above petition premises.
4. The 3rd Respondent M.Anuradha has given representation dated 16.08.2023 to LIC during mediation in the above C.R.P. No. 1064/2017 requesting for regularization of the portion in his/her occupation on lease from 01.09.2022 for 3 years, agreeing to pay rent @ Rs.56.25 for the period from 01.09.2022 besides a sum of Rs.19,45,609/- towards proportionate arrears of damages payable from date of eviction order till 31.08.2023.
5. LIC is agreeable for regularization of the occupation by 3rd Respondent of portion of 345Sq.ft. in Door No.228, NSC Bose Road, Chennai-600 001 (identified as Door No.228) by granting lease in favour of 3rd Respondent subject to the following conditions;
 - a. Payment of the arrears of Rs.19,45,609/- on or before 31.08.2023 by 3rd Respondent.
 - b. Execution and registration of lease deed within 30 days thereafter as per standard terms of LIC for the period of 3 years from 01.09.2022 and subject to payment of basic rent @ Rs.56.25 per Sq.ft. for the period from 01.09.2023 and advance as per LIC norms.
 - c. Further renewals shall be by negotiation as per Estate procedure of LIC.
 - d. There shall be no sub-letting of the premises to any third party and the premises shall be used only for the business of the 3rd Respondent
 - e. LIC shall be entitled to resume possession in case of default or breach by 3rd Respondent of the above terms.

Dated at Chennai this the 22nd day of August 2023


Counsel for 1st Respondent



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C.R.P.No.1064 of 2017

IN THE HIGH COURT OF JUDICATURE AT MADRAS

C.R.P.No. 1064/2017

Against

C.M.A.No. 68 of 2005

(On the file of Principal Judge, City Civil Court, Chennai)

General Swadeshis

... Petitioner

Vs.

1. LIC of India

2. S.Ajmal Khan,

Carrying on business in the name of
Coke Sense & Bai Kaderi Hiriyani,
No.228, N.S.C.Bose Road,
Chennai-600 001.

3. M.Amradha,

Prop. Ayyappa Typing
No.228, N.S.C.Bose Road,
Chennai-600 001.

4. Alwar, s/o late A.Natarajan

Prop. End to End Solutions
No.228, N.S.C.Bose Road,
Chennai-600 001.

5. A.Mohammed Ismail

Prop. Coast Xerox
No.228, N.S.C.Bose Road,
Chennai-600 001.

... Respondents

**MEMO ON BEHALF OF 1ST RESPONDENT
IN RESPECT OF REQUEST OF 4TH RESPONDENT FOR REGULARISATION**

1. The above CRP is filed by M/s. General Swadeshis erstwhile tenant against whom eviction order dated 20.04.2005 was passed by Estate Officer and confirmed by order dated 20.03.2017 by Principal Judge, City Civil Court, Chennai in respect of petition premises at No.228, NSC Bose Road, Chennai-1.
2. Since order of eviction dated 20.04.2005 LIC has not received any payment towards rent or damages from the Petitioner.



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3. Pending proceedings Petitioner had inducted 4th Respondent Alwar into portion of 241 Sq.ft. of the above petition premises.
4. The 4th Respondent Alwar has given representation dated 16.08.2023 to LIC during mediation in the above C.R.P. No. 1064/2017 requesting for regularization of the portion in his/her occupation on lease from 01.09.2022 for 3 years, agreeing to pay rent @ Rs.56.25 for the period from 01.09.2023 besides a sum of Rs.13,59,194/- towards proportionate arrears of damages payable from date of eviction order till 31.08.2023.
5. LIC is agreeable for regularization of the occupation by 4th Respondent of portion of 241 Sq.ft. in Door No.228, NSC Bose Road, Chennai-600 001 (identified as Door No. 228) by granting lease in favour of 4th Respondent subject to the following conditions;
- a. Payment of the arrears of Rs.13,59,194/- on or before 31.08.2023 by 4th Respondent.
 - b. Execution and registration of lease deed within 30 days thereafter as per standard terms of LIC for the period of 3 years from 01.09.2022 and subject to payment of basic rent @ Rs.56.25 per Sq.ft. for the period from 01.09.2023 and advance as per LIC norms.
 - c. Further renewals shall be by negotiation as per Estate procedure of LIC.
 - d. There shall be no sub-letting of the premises to any third party and the premises shall be used only for the business of the 4th Respondent
 - e. LIC shall be entitled to resume possession in case of default or breach by 4th Respondent of the above terms.

Dated at Chennai this the 22nd day of August 2023

Counsel for 1st Respondent



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C.R.P.No.1064 of 2017

IN THE HIGH COURT OF JUDICATURE AT MADRAS

C.R.P.No. 1064/2017

Against

C.M.A.No. 68 of 2005

(on the file of Principal Judge, City Civil Court, Chennai)

General Swadeshis

Vs

Petitioner

1. LIC of India

2. S.Ajmal Khan,

Carrying on business in the name of
Coke Sense & Bei Kadai Biryani,
No.228, N.S.C.Bose Road,
Chennai-600 001.

3. M.Anuradha,

Prop. Ayyappa Typing
No.228, N.S.C.Bose Road,
Chennai-600 001.

4. Alwan, s/o late A.Natarajan

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Chennai-600 001.

5. A.Mohammed Ismail

Prop. Court Xerox
No.228, N.S.C.Bose Road,
Chennai-600 001.

Respondents

**MEMO ON BEHALF OF 1ST RESPONDENT IN RESPECT OF REQUEST OF
5TH RESPONDENT FOR REGULARISATION**

1. The above CRP is filed by M/s. General Swadeshis as while tenant against whom eviction order dated 20.04.2005 was passed by Estate Officer and confirmed by order dated 20.03.2017 by Principal Judge, City Civil Court, Chennai in respect of petition premises at No.228, NSC Bose Road, Chennai-1.
2. Since order of eviction dated 20.04.2005 LIC has not received any payment towards rent or damages from the Petitioner.



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3. Pending proceedings: Petitioner had induced 5th Respondents A.Mohammed Ismail into portion of 485Sq.ft. of the above petition premises.
4. The 5th Respondent A.Mohammed Ismail has given representation dated 16.08.2023 to LIC doing mediation in the above C.R.P. No. 1064/2017 requesting for regularization of the portion in higher occupation on lease from 01.09.2022 for 3 years, agreeing to pay rent @ Rs.56.25 for the period from 01.09.2023 besides a sum of Rs.27,35,290/- towards proportionate arrears of damages payable from date of eviction order till 31.08.2023.
5. LIC is agreeable for regularization of the occupation by 5th Respondent of portion of 485Sq.ft. in Door No.228, NSC Bore Road, Chennai-600 001 identified as Door No. 228) by granting lease in favour of 5th Respondent subject to the following conditions:
 - a. Payment of the arrears of Rs.27,35,290/- on or before 31.08.2023 by 5th Respondent.
 - b. Execution and registration of lease deed within 30 days thereafter as per standard terms of LIC for the period of 3 years from 01.09.2023 and subject to payment of basic rent @ Rs.56.25 per Sq.ft. for the period from 01.09.2023 and advance as per LIC terms.
 - c. Further renewals shall be by negotiation as per Estate procedure of LIC.
 - d. There shall be no sub-letting of the premises to any third party and the premises shall be used only for the business of the 5th Respondent.
 - e. LIC shall be entitled to resume possession in case of default or breach by 5th Respondent of the above terms.

Dated at Chennai this the 22nd day of August 2023

Counsel for 1st Respondent

The memos are taken on record and shall form part of the order.

4.The sub tenants having become direct tenants under the landlord Life Insurance Corporation of India, no further adjudication is necessary in this revision.

5.The only point that remains to be considered is the time within which the agreed amount of arrears has to be paid. While Life Insurance Corporation of India wants it by 31.08.2023, the tenants considering the



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quantity involved would request time till 16.10.2023. I feel interests of justice will be served, if the entire arrears is cleared on or before 30.09.2023.

6.This Court places on record its immense gratitude to Mr.M.K.Kabir, who readily took up the assignment of settling the matter and has filed a report on 21.08.2023.

7.The civil revision petition is disposed of. No costs. Consequently, connected miscellaneous petition is closed.

22.08.2023

Index:Yes/No

Speaking order/Non-speaking order

Neutral Citation:Yes/No

vs

To

The Principal City Civil Judge,
Chennai,



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C.R.P.No.1064 of 2017

V. LAKSHMINARAYANAN,J.

VS

**C.R.P.No.1064 of 2017
and CMP.No.5115 of 2017**

22.08.2023