



A.Nos.5343 & 3182 to 3186 of 2022

A.No.5343 of 2022 in A.No.3182 of 2022
& A.Nos.3182 to 3186 of 2022
in A.No.2224 of 2022

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S.VAIDYANATHAN,J.

A.No.5343 of 2022 been filed for a direction to the Official Trustee to cancel the lease agreement dated 06.07.2022; to take possession of the leased property forthwith and to return back the entire amount to the Applicant herein.

2. When A.No.5343 of 2022 is taken up for hearing, learned counsel for the applicant sought to cancel the agreement dated 06.07.2022, stating that the applicant, after entering into a lease agreement, entered into the property and found that it is highly not possible to utilize the property, which is more than 100 years old. It is submitted by the applicant that there are several conditions stipulated by the Official Trustee, which the applicant is not in a position to comply with and hence, decided to cancel the lease agreement.

3. The Official Trustee would submit that till the applicant vacates and hands over the property, he shall have to pay the rent as per lease agreement.

4. I am of the view that since the applicant is willing to vacate the premises today itself, the arrears of rent payable upto 31.01.2023 have got to be paid by the



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applicant. In case of any deposit lying with the Official Trustee, the amount can be adjusted from the amount in deposit and the balance amount shall be returned to the applicant on taking possession of the property.

5. With the above observation, *A.No.5343 of 2022 is disposed of*. In view of the order passed in A.No.5343 of 2022, nothing survives for further adjuciation in other applications in A.Nos.3182 to 3186 of 2022 filed by the very same applicant. Accordingly, *A.Nos.3182 to 3186 of 2022 are closed*.

01.02.2023

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