



A.No.199 of 2020

Application No.199 of 2020

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S.VAIDYANATHAN, J

This application is filed to declare the impugned letter dated 04.11.2019 issued by the respondent/AG & OT to the applicants enhancing the leasehold rent of the underlying property to Rs.2,51,000/- as null and void and not binding on the applicants.

2. It is stated that the applicants herein are the owners of the premises bearing Door No.17, Old Door No.16, Woods Road, Anna Salai, Chennai-600 002. The property was purchased by the grandmother of the applicants under leasehold rights and it was registered in the year 1940 and they have constructed ground + 2 floors. There are totally six tenants in the premises in question. Without taking note of the age of the building, the rent has been revised. It is further stated that there is a rental agreement between the persons who have continued as tenants and that for want of rent payable by those tenants, the petition in R.C.O.P. is also pending. It is also stated that even though a meeting was arranged, there was no proper representation and

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decision was taken to enhance the rent which is exorbitant. The learned A.G. & O.T. is entitled to revise the rent which can be marginal one and there could be no substantial revision of rent. In view of the exorbitant rent fixed by the learned A.G. & O.T. without considering the age of the building but based on the Engineer's report, dated 28.09.2016, the relief sought for by the applicants needs to be allowed. It is also stated by the learned counsel for the applicants that the A.G. & O.T. has taken possession of the land and that if an opportunity is given, the applicants would establish that the enhanced rent demanded itself is incorrect.

3. The learned A.G. & O.T. has filed a detailed report, dated 31.07.2020, stating that the land belongs to the A.G. & O.T. and that there was a lease agreement as early as on 19.01.2001. The lease entered was only for residential purpose and in terms of the lease agreement, the lessee cannot sub-let any portion of the premises in question. In the present case on hand, even though it is stated by the applicants that the grandmother of the applicants had purchased the building and the leasehold rights had been entrusted in the year 1940, the applicants have sub-let the property to six



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tenants contrary to the lease agreement. That apart, the applicants have been given the premises for residential purpose and the applicants are not residing there. It is further stated that this Court has passed an order on 01.04.2022 in A.Nos.912 to 914 of 2022 in C.S.No.274 of 1899 directing the applicants to pay the arrears of rent as determined by the learned A.G. & O.T. , which according to the applicants, was more than Rs.32 lakhs at that point of time. Aggrieved by the said order, Original Side Appeals were filed, which were dismissed on 24.06.2022 in O.S.A.Nos.147 to 149 of 2022. The Division Bench, in the said O.S.A., observed that the learned A.G. & O.T. had rightly fixed the monthly rent. That being the case, the relief sought for by the applicants in the present application cannot be granted.

4. The fact is that the possession of the premises in question has already been taken over by the learned A.G. & O.T., and the balance rent has got to be paid by the applicants to the learned A.G. & O.T.

5. Therefore, this Court finds that no relief could be granted in this



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application, which is accordingly dismissed. There shall be no order as to costs.

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