



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 11.12.2024

CORAM

THE HONOURABLE DR.JUSTICE ANITA SUMANTH

WP.No.11186 of 2005 and
WMP.No.12187 of 2005

M/s.Row & Reddy, Advocates,
represented by its Partner,
Andhra Insurance Buildings,
Old No.156, Thambu Chetty Street,
Chennai-600 001.

... Petitioner

Vs.

1.The Life Insurance Corporation of India
represented by its Regional Manager (E&OS),
11th Floor, No.102, Anna Salai, Chennai-600 002.

2.The Secretary (Estates)
Life Insurance Corporation of India
9th Floor, No.102, Anna Salai,
Chennai-600 002.

3.The Estate Officer
Life Insurance Corporation of India
5th Floor, No.102, Anna Salai,
Chennai-600 002.

... Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India for the issuance of Writ of Certiorari, calling for the records relating to the Order No.Estates/RS/N20 dt. 20.11.2004 issued by the 1st respondent terminating the lease



WP.No.11186 of 2005

read with the Petition No.3 of 2005 dt. 18.3.2005 issued by the 3rd respondent, and
Quash the same as being illegal, arbitrary and unconstitutional, award costs.

For Petitioner : Mr.N.L.Rajah, Senior Counsel
for M/s.C.K.Chandrasekar

For Respondents : Mr.Silambannan, Senior Counsel
for Mr.K.Sathish

ORDER

The parties have filed a joint memo dated 11.12.2024 duly signed by
Mr.NGR.Prasad, the writ petitioner and Mr.K.Sathish, learned counsel for Life
Insurance Corporation, extracted below:-

'It is respectfully submitted that Respondent LIC of India is agreeable for renewal of lease in the issue disputed with the Petitioner in WP.No.11186 of 2005 on payment of monthly rent for the 1370 sq. ft. to be paid by M/s.Row & Reddy w.e.f 1.10.2024, as given below:-

a) Basic Monthly Rent

Rs.20,000.00

b) GST @ 18%

Rs.

3,600.00

c) Municipal tax @ Rs.2.53/sq.ft/month

Rs.

3,466.00

d) Maintenance Charges @ Rs.3.07/sq.ft/month

Rs.

4,206.00

Total Rent to be Paid from 1.10.2024

Rs.31,272.00

It is represented by Respondent LIC that the charges under



WEB COPY



WP.No.11186 of 2024

items (c) and (d) of the above are derived from the expenses incurred by the Respondent LIC during the last financial year. The expenses will be arrived at every year for each building and revised based on the actual expenses incurred. Remittance of rent beyond 10th of the month will attract interest @ 12% till the date of payment and GST on interest will be charged @ 18%.

The Respondent LIC of India is agreeable for renewal of lease with M/s.Row & Reddy, subject to the following conditions:

- i. Execution of a formal agreement in the above terms.
- ii. The Petitioner Tenant viz. M/s.Row & Reddy shall remit Six Months Basic Rent as Interest Free Rental Advance i.e., Rs.1,20,000/- (Rs.20,000 x 6 months)
- iii. The lease period governing the above terms would start from 01.10.2024 to 30.09.2027.

The Petitioner is agreeable for the same. The Petitioner started paying Rent at the rate of Rs.20,000/- from 1.10.2024 and the rent for December 2024 has already been paid. The Petitioner agrees to pay the difference (Total rent-basic rent for October 2024 to December 2024) i.e. 31,272.00 – 20,000 = Rs.11,272 X 3 = Rs.33,816/-.

As already agreed while disposing W.P.No.24969 of 2005 (NGR Prasad & another Vs LIC of India), the Petitioner would handover the vacant possession of Room No.21 in the 3rd Floor measuring 150 sq. ft to the Respondent Landlord-LIC of India on or before 31.12.2024.

It is humbly prayed that this Hon'ble High Court may be pleased to record this Joint Memo and render justice.'

2.Both Mr.N.L.Rajah, learned Senior Counsel appearing for Mr.NGR.Prasad and Mr.Silambannan, learned Senior Counsel, who appears for Mr.K.Sathish, learned



WP.No.11186 of 2024

counsel for Life Insurance Corporation, would agree that the above memo has captured the terms of the agreement qua the parties fully.

3.While this is so and at the time of closure of the matter, Mr.Silambannan, on instructions, raises yet another issue, this time relating to pending arrears and recovery thereof. To be noted that this issue has not been raised at any time during the discussions for settlement and has been brought up only now. The submission is strongly refuted by the petitioner, who maintains that there are no arrears and hence the question of recovery would not arise. These are questions of fact which this Court does not intend to go into at this juncture. I hence close this writ petition on the basis of the settlement entered into between the parties per Memo dated 11.12.2024, leaving it to the parties to resolve any other issues, if and when they arise, in a manner known to law.

4.Closed as settled with no order as to costs. Connected miscellaneous petition is also closed.

11.12.2024

vs

Index:Yes/No

Speaking order

Neutral citation:Yes

To

1.The Life Insurance Corporation of India

represented by its Regional Manager (E&OS), 11th Floor, No.102, Anna Salai, Chennai-600 002.



WP.No.11186 of 2005

2.The Secretary (Estates), Life Insurance Corporation of India, 9th Floor, No.102, Anna Salai, Chennai-600 002.

WEB COPY

3.The Estate Officer
Life Insurance Corporation of India, 5th Floor, No.102, Anna Salai,
Chennai-600 002.

DR.ANITA SUMANTH,J.

VS

WP.No.11186 of 2005 and
WMP.No.12187 of 2005



WEB COPY



WP.No.11186 of 2024

11.12.2024