



WEB COPY



W.P.No.5500 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 20.06.2024

CORAM

THE HON'BLE MR.JUSTICE **G.K.ILANTHIRAIYAN**

W.P.No.5500 of 2024 and
W.M.P.No.6081 of 2024

P.S.R.Sathyamoorthy

... Petitioner

Vs.

1. The Managing Director,
Puducherry Industrial Promotion Development,
and Investment Corporation Limited,
No.60, Romain Rolland Street,
Puducherry-605 001.

2. The General Manager (Dev),
Puducherry Industrial Promotion Development,
and Investment Corporation Limited,
No.60, Romain Rolland Street,
Puducherry-605 001.

... Respondent

Prayer : Writ Petition filed under Article 226 of the Constitution of India seeking for issuance of a Writ of Certiorari calling for the records on the file of the 2nd respondent in No.F.31-271/Dev/2017/1058/4591, dated 23.02.2024 and quash the same.

For Petitioner : Mr.L.Chandrakumar
for
Mr.P.Kannan Kumar

For Respondent : Mr.D.Ravichander



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ORDER

This writ petition has been filed challenging the order passed by the 2nd Respondent dated 23.02.2024, thereby cancelled the allotment order dated 22.05.2017 and directed the authorized officer to take over the possession of the allotted space in favour of the petitioner.

2. The petitioner was allotted a space at Export Facilitation Centre, Jawaharlal Nehru Street, Puducherry. The total extent of 1807 Sq.ft., in the ground floor of the Export Facilitation Centre Building on 22.05.2017 on certain conditions. Thereafter, the lease deed was executed in favour of the petitioner on 25.09.2018. Due to Covid-19 pandemic, there was no business and as such rental arrears started accumulating. Though, the petitioner was served with notice, the petitioner did not pay the arrears of rent and as such the present impugned order had been passed and thereby cancelled the allotment order and directed the concerned authority to take possession of the subject property.



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3. The learned counsel for the petitioner would submit that though the lease deed was executed on 25.09.2018 and the allotment order passed on 22.05.2017. The actual possession of the space was handed over to the petitioner only in the year 2019. Thereafter, due to Covid-19 pandemic situation and economic recession, the petitioner was unable to pay the rent to the respondent. Now the petitioner is directed to pay a sum of Rs.37,16,519/- as arrears.

4. On perusal of the counter affidavit filed by the respondent revealed that the writ petition itself is not maintainable since the dispute is contractual in nature and also involved disputed question of facts. Therefore, the writ petition itself is not maintainable. That apart, though the release deed was executed on 25.09.2018, the period of commencement is from 22.05.2017 to 21.05.2020. The petitioner agreed for the same and executed the release deed. In view of the breach of terms of lease deed, the respondent issued show cause notice dated 17.07.2020 thereby requested the petitioner to pay arrears of rent, failing which, the respondent to cancel the release deed and cancel the allotment order in favour of the petitioner. On receipt of the show cause notice,



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the petitioner did not even reply and failed to pay any arrear amount. Later, the petitioner had paid a sum of Rs.1,98,770/- against the accumulated huge arrears of Rs.46,95,290/- as on December 2020. Again, the respondent has issued letter on 31.12.2020 and directed the petitioner to pay the arrears within a period of seven days. However, the petitioner failed to pay any amount.

5. Heard, the learned counsel appearing on either side.

6. On perusal of the lease agreement in clause No.6 categorically admitted by the parties that if the rent herein before reserved or any part thereof shall remain unpaid for a period of two months consecutively after the same becoming due, the same shall be recovered under Revenue Recovery Act, 1970 as arrears of Land Revenue. If the Lessee becomes insolvent and/or goes into liquidation voluntarily or otherwise if there is any attachment of the premises or if the Lessee commits breach of any of the Covenants and Conditions contained in these presents then and in any such cases, it shall be lawful for Lessor to re-enter the premises, or any part thereof by exercising the right to re-entry in the name of the whole and there upon the terms hereby created shall be absolutely determined and without prejudice to the right of the Lessor in respect of any breach of the Lessee's covenants.



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7. Therefore, the respondent rightly passed order and this Court cannot find any infirmity or illegality in the order passed by the 2nd respondent dated 23.02.2024. Hence, this writ petition is devoid of merits and liable to be dismissed. Accordingly, this Writ petition is dismissed. Consequently, connected miscellaneous petition is closed. No costs.

20.06.2024
(2/2)

Index : Yes/No
Speaking/Non-speaking Order
Neutral Citation : Yes/No
gvn

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G.K.ILANTHIRAIYAN, J.
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