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W.P.No. 10017 of 2020

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 11.09.2024

CORAM

THE HONOURABLE MR. JUSTICE G.K.ILANTHIRAIYAN

W.P.No.10017 of 2020
and
W.M.P.No.12180 of 2020

Varalakshmi Bashyam

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Petitioner

Vs

1.The Commissioner,
Greater Chennai Corporation,
Ripon Building,
Chennai – 600 003.

2.The Joint Commissioner (Finance),
Greater Chennai Corporation,
Ripon Building,
Chennai – 600 003.

3.The Revenue Officer,
Greater Chennai Corporation,
Ripon Building,
Chennai – 600 003.

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Respondents

Prayer : Writ Petition is filed under Article 226 of the Constitution of India praying to issue a Writ of Certiorarified Mandamus, to call for the records pertaining to the impugned notice dated 09.12.2019 bearing No.Nee.Ma.Vu.Thu.Naa.Ka.No.LE4/3611/1994 issued by the second respondent herein and quash the same and further direct the first respondent to extend the lease period for 20 years in favour of the



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petitioner in respect of land measuring 3294 sq.ft. at T.S.No.2, Block No.45 of Puliur Village, Arcot Road, Kodambakkam, Chennai – 600 024.

For Petitioner : M/s.S.Suseela Devi

For Respondents : Mr.G.T.Subramanian
Standing Counsel

ORDER

This Writ Petition has been filed challenging the notice dated 09.12.2019 issued by the second respondent, thereby demanded to pay a sum of Rs.45,14,895/- as arrears of rent.

2. Heard the learned counsel appearing on either side and perused the materials available on record.

3. The petitioner is a war widow and she was allotted Indane Gas dealership to distribute LPG gas cylinders for Indian Oil Corporation from the year 1976. On the request made by the petitioner, the first respondent provided a vacant land admeasuring 3294 sq.ft and additional land admeasuring 342 sq.ft situated at T.S.No.2, Block No.45, Puliur Village, Arcot Road, Kodambakkam, Chennai, for a lease period of 20 years from 1976 to 1996. Originally the rent was fixed at Rs.304/- per month. Subsequently, it was increased to Rs.1,000/- per month. At the



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request made by the petitioner, the rent was decreased from Rs.1,000/- to Rs.500/-. Thereafter, the petitioner constructed a godown for storing LPG gas cylinders and was distributing the same to the customers.

4. While being so, the petitioner was issued with a notice dated 04.03.2002 by the third respondent, in which, it is stated that as per the resolution, the lease period was extended from 20.11.1996 to 19.11.2016 for a further period of twenty years. Further, the arrears of rent was calculated from 20.11.1996 at Rs.1,93,028.40/-. Thereafter, the petitioner was issued with another notice, demanding a sum of Rs.2,99,068.40/- from 01.04.1996 to 30.09.2004. On receipt of such demand notice, the petitioner paid the said amount by three instalments. However, thereafter, the lease agreement was not extended in favour of the petitioner. There were several communications given to the petitioner for paying arrears of rent, however, the petitioner did not pay the same. Therefore, finally, by a demand notice dated 09.12.2019, the petitioner was directed to pay a sum of Rs.45,14,895/- as arrears of rent. Challenging the said notice, the present writ petition is before this Court.

5. The learned counsel appearing for the petitioner would



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submit that the petitioner was not given an opportunity by increasing the rent. That apart, the arrears of rent were calculated from 01.04.1989 to 31.03.2018 and from 01.04.2018 to 31.07.2019. All along the petitioner is paying the rent without any arrears and even then, they have stated as arrears of rent for those periods. All of a sudden, they had increased the rent and claiming a sum of Rs.45,14,895/- as arrears of rent for a period from 01.04.1989 to 31.07.2019.

6. A perusal of the counter filed by the second respondent and the submissions of the learned Standing Counsel reveals that as per the resolution award No.671/2018, dated 20.08.2018, the council had revised the rent based on the guideline value and according to which the rent revised was fixed at Rs.4,355/- per sq.ft. It was due from 01.04.2018 to 31.10.2019 to a sum of Rs.35,10,043/- and service tax Rs.6,31,808/-. Therefore, the petitioner is in arrears of rent of Rs.45,14,895/-. Therefore, the petitioner was issued with a demand notice.

7. A perusal of the records reveals that the petitioner is enjoying the property belongs to the respondents from the year 1976 by



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constructing a godown to an extent of 3294 sq.ft, that too in the Kodambakkam, Chennai. Though there was arrears of rent, the petitioner had paid only the admitted rent. Therefore, the petitioner was issued demand notice for the arrears of rent from 01.04.1989 to 31.07.2019 to the tune of Rs.45,14,895/-. Thereafter, as per the resolution dated 20.08.2018, the rent was enhanced to Rs.4,355/- per sq.ft. Accordingly, the arrears of rent was calculated and issued demand notice in total, the petitioner ought to have paid the rental arrears of Rs.45,14,895/-.

8. In view of the dispute in respect of fixing the rent, the lease period was not extended in favour of the petitioner after 19.11.2016. For the past eight years, without any leasehold right, the petitioner was squatting in the property. In fact, the petitioner failed to pay the rent, even after obtaining interim order from this Court. The petitioner even did not pay single paise for the premises owned by the respondents. The demand was issued only till 31.07.2019. However, the respondent, all of a sudden, enhanced the rent, as per the square feet rate, at Rs.4,355/- per sq.ft. from 01.04.2018.

9. In view of the above, the demand notice dated 09.12.2019 issued by the second respondent cannot be sustained and it is liable to be



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quashed. Accordingly, it is hereby quashed. The respondents cannot demand as per the enhanced rent. Therefore, the second respondent is directed to re-fix the rent from 01.04.2018, after giving an opportunity of hearing to the petitioner, within a period of two weeks from the date of receipt of a copy of this order. After re-fixation of rent, the second respondent is directed to make a demand along with arrears. If the petitioner fails to pay the rent as demanded by the second respondent, the second respondent is directed to take appropriate action as against the petitioner to evict from the subject property in the manner known to law.

10. With the above directions, this writ petition stands allowed.

Consequently, connected miscellaneous petition is closed. No costs.

11.09.2024

Internet : Yes/No
Index: Yes/No
Speaking/Non-speaking order
Neutral Citation : Yes/No
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G.K.ILANTHIRAIYAN, J.

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