



OSA.Nos.105 TO 107/2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 05.12.2024

CORAM :

THE HONOURABLE MR. JUSTICE S.S. SUNDAR

AND

THE HONOURABLE MR. JUSTICE P.DHANABAL

OSA.Nos.105 to 107/2023

M.A.Panchatcharam

... Appellant in all the
Appeals

Vs.

1.Official Trustee of Tamil Nadu
Madras High Court Campus
Chennai 600 104.

2.Tata Communication Payment Solutions Ltd
No.117, Raheja Tower, 8th Floor, Alpha Wing
Unit 802, Anna Salai, Mount Road
Chennai 600 002.

... Respondents in all the
appeals

Prayer : Original Side Appeals filed under Order 36 Rule 1 of Original Side Rules read with Clause 15 of Letters Patent Act against the common judgment and decreetal orders passed in Appln.Nos.454, 455 and 456/2022 dated 10.02.2023.



For Appellants in all
Appeals

: Mr. M.A.Panchatcharam
Party-in-person

For Respondents

: Mr.M.R.Jothimanian for R1

COMMON JUDGMENT

[Judgment of the Court was delivered by S.S.SUNDAR, J..]

(1)The above appeals are preferred by the tenant against the common judgment and decreetal order dated 10.02.2023 made in Appln.Nos.454, 455 and 456/2022 in OP.No.109/1942.

(2)The subject property belongs to the Trust estate of Thiru.V.Thiruvengadathan Chetty. The Trust assets are being administered by the learned Administrator General and Official Trustee [AG&OT] of Tamil Nadu as per the Will of the Founder of the Trust. The learned AG&OT leased out the property after effecting paper publication inviting applications from interested parties. In the auction held on 21.01.2000, the appellant herein was the highest bidder and therefore, was granted lease by learned AG&OT. A Lease Agreement was executed on 21.01.2000 and the rent was fixed at Rs.1,050/- per month. It is the



WEB COPY

case of the learned AG&OT that the appellant was a chronic defaulter and had failed to pay rent from April 2001 to July 2010. Thereafter, the Official Trustee filed applications in the year 2010 for eviction and for arrears of rent and damages from the 1st respondent. Even though the appellant paid some amount pursuant to the direction of this Court for a long time, he executed the Lease Agreement on 28.02.2020 agreeing to pay rent at Rs.2,750/- per month payable from 01.03.2020. Even thereafter, it is reported that the appellant/tenant was irregular in remitting the rent. Meanwhile, the Official Trustee came to know that the appellant has sub-let the premises to the 2nd respondent for installation of ATM machine in the premises. After inspection, the Official Trustee could confirm that ATM machine had been installed in the demised premises by the 2nd respondent. Thereafter, the Official Trustee had caused Termination Notice dated 18.11.2021 terminating the lease. After narrating the facts, the Official Trustee filed three applications [a] to direct the respondents to quit and deliver the vacant possession of the premises bearing Door No.26, Sunguvar Street, Triplicane, Chennai-5, within a time frame ; [b] to direct the 1st respondent to pay damages with effect



WEB COPY

from 01.12.2021 at Rs.4,824/- per month and [c]permitting the Official Trustee to take over vacant possession through police force if the respondents fail to hand over the vacant possession.

(3)Recording the fact that factum of subletting a property by the appellant to the 2nd respondent, had been admitted and the 2nd respondent had already vacated the premises, all the applications were allowed by the learned Single Judge vide order dated 10.02.2023. Aggrieved by the same, the above appeals are filed by the tenant.

(4)This Court finds no ground to entertain these appeals on merits. It was contended by the appellant that factum of subletting the property by the appellant to the 2nd respondent herein is not established. It is further stated that the 2nd respondent is not in exclusive possession of the premises and unless there is any evidence to show that the premises is in the physical possession of the 2nd respondent, the contention of the appellant cannot be ignored.

(5)This Court finds no merits in the contention of the appellant. First of all, the conduct of the appellant has to be commented. Despite lease was granted for a paltry sum, the appellant did not dispute that he was



WEB COPY

irregular in paying rent. Even the arrears as on date, is not remitted by the appellant. The appellant who is a chronic defaulter, is not entitled to enjoy the property as a tenant for any time to come. The tenancy has been terminated and the Official Trustee has taken possession of the property. Once the lease is terminated, no right can be claimed by the erstwhile tenant.

(6)For want of merits, the above Original Side Appeals stand **dismissed and the learned Single Judge can go for fresh auction.** No costs.

(7)Learned counsel for the appellant submitted that though the appellant had handed over the possession earlier, he is unable to get his belongings / movables kept inside the premises.

(8)It is seen that the appellant/tenant has already deposited the arrears as indicated by the learned AG&OT earlier. A Memo has been filed by the learned Official Trustee that he has received a sum of Rs.16,423/- on 20.11.2024. Therefore, the learned AG&OT is directed to permit the appellant/tenant to take his belongings.

(9)For this purpose, time may be given by the learned AG&OT . The



OSA.Nos.105 TO 107/2023

tenant/appellant shall remove his belongings on the particular date within the time given to him by the learned AG&OT.

[S.S.S.R., J.] [P.D.B., J.]
05.12.2024

AP

Internet : Yes



OSA.Nos.105 TO 107/2023

To

WEB COPY

1. Official Trustee of Tamil Nadu
Madras High Court Campus
Chennai 600 104.
2. Tata Communication Payment Solutions Ltd
No.117, Raheja Tower, 8th Floor, Alpha Wing
Unit 802, Anna Salai, Mount Road
Chennai 600 002.



WEB COPY



OSA.Nos.105 TO 107/2023

S.S. SUNDAR, J.,
and
P.DHANABAL, J.,

AP

OSA.Nos.105 to 107/2023

05.12.2024