



W.P. No.9782 of 2020

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 12.06.2024

CORAM:

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

W.P. No.9782 of 2020 and
W.M.P.No.11905 of 2020

The Post Manager General
Chennai City Region,
Chennai-2

... Petitioner

vs.

1. The District Collector,
Chennai District,
Chennai.1.

2. The Tahsildar,
Mylapore Taluk, Chennai.

3. The Chief Engineer,
Chennai Port Trust,
Rajaji Salai, Chennai-600 001.

4. The Estate Officer,
8th floor, Centenary Building,
Chennai Port Trust,
Rajaji Salai, Chennai-600 001.

... Respondents

Prayer : Writ Petition is filed under Article 226 of Constitution of India to issue a writ of Certiorarified Mandamus calling for the records of the demand notice dated 17.12.2016 issued by the 3rd respondent in proceeding No.LBS3/3212/2003/E and the consequential order of the first respondent in proceedings Pro.No.G2/20023/2018 dated 15.12.2018 and



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quash the same.

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For Petitioner : Mr.T.L.Thirumalaisamy

For Respondents 1 & 2 : Mr.S.J.Mohammed Sathik
Government Advocate

For Respondents 3 & 4 : Mr.P.Ulaganathan

ORDER

This writ petition has been filed challenging the demand notice dated 17.12.2016 issued by the 3rd respondent and the consequential order passed by the first respondent dated 15.12.2018 thereby proceeded to to recover the arrears of rent under the Revenue Recovery Act.

2. The respondents 3 and 4 allowed the petitioner to function in the Administrative building of the respondents 3 and 4 from 31.12.1970 to 21.06.2017. Admittedly, there was no agreement entered between them. Initially the rent was fixed at Rs.600/- per month for the premises which was licensed in favour of the petitioner to an extent of 555 Sq.ft., While being so, on 15.07.2002, the Traffic Manager had sent a letter with regard to renewal of Annual License fee with reference to the earlier letter dated 09.05.2002. Accordingly, the license was renewed for another five years



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from 01.01.1998 to 31.12.2002. In addition to the rent of Rs.600/- per month, they had to pay the cost of electricity charges, water charges, installation and other maintenance charges. On 11.02.2004, the 3rd and 4th respondents sent a communication seeking concurrence for renewal of lease deed with certain conditions i.e, the lease rent was fixed at Rs.2,600/- per month and the payment of security deposit fixed at Rs.31,200/-. Regarding payment of premium which is (Non-refundable) (1 year lease rentals) of Rs.31,200/- or vacate the premises. It was also duly agreed by the petitioner to pay the rent for a sum of Rs.2,600/- per month with effect from 01.01.2003 with increase of 2% per year. Therefore, the petitioner requested to drop the payment of penalty, premium amount, security deposit amount and arrears of licence fee due to 100% increase of license fee. Meanwhile, the 4th respondent demanded for payment of Rs.1,55,297/- for the period ranging from January 2003 to April 2006 vide letter dated 20.08.2006. Once again, the 3rd and 4th respondents had demanded for payment of service tax and cess at 15% with effect from June 2007. Thereafter, on 07.10.2008 the 3rd respondent had sent a communication to the petitioner to give renewal letter, failing which the occupation will be treated as unauthorized and penalty at three times the normal license fee will be



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levied. Therefore, the petitioner requested to renew the lease for another five years from 01.01.2008 under the existing terms and conditions. The license was renewed till 31.12.2013 and demanded to pay a sum of Rs.92,735/- towards the difference in rent. Once again on 23.04.2012, the 3 and 4th respondents had demanded Rs.46,104/- towards security deposit and Rs.31,200/- towards premium in addition to difference of Licence fee amounting to Rs.98,106/- upto March 2011. On 25.03.2013 the 3rd and 4th respondents had demanded a sum of Rs.1,84,170/- towards difference in License Fees, Service Tax and Penalty for January 2007 to March 2013.

2.1. On 05.06.2015 the 3rd respondent informed that 50% concession is allowed in the license fee against 75% concession offered since occupation. The license fee was revised to Rs.4,670/- and also demanded in addition 5% escalation demanded every year. However, it was not paid by the petitioner. Finally, the 3rd respondent made demand on 17.12.2016, the 3rd and 4th respondents demanded a sum of Rs.8,25,612/-. However, it was not paid by the petitioner and vacated the premises on 21.06.2017. However, the petitioner failed to pay arrears of rent and as such the 3rd and 4th respondents requested the first



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respondent to initiate proceedings under the Revenue Recovery Act to recover arrears of rent. On such request, the first respondent initiated proceedings dated 15.12.2018 to recover the rental arrears from the petitioner under the Revenue Recovery Act, 1864.

3. The learned counsel for the petitioner contended that the demand of arrears was made all of sudden that too claiming arrears of rent retrospectively and it cannot be permissible.

4. On perusal of the records and documents produced by the respondents revealed that regarding the rental arrears from the year 01.01.2003, there was a communication from the petitioner to drop the payment of penalty, premium amount, security deposit amount and arrears of license fee due to 100% increase of license fee. However, the petitioner kept quiet for 6 to 11 years and finally challenged the proceedings initiated by the first respondent under the Revenue Recovery Act. While pending writ petition, the petitioner filed petition to amend the prayer and thereby challenged the demand notice dated 17.12.2016. The said demand notice is one of the demand notice issued by the 3rd and 4th respondents as stated supra.



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5. On perusal of the records there were several demand notice issued by the 3rd and 4th respondents from the year 2002 onwards.

Therefore, the contention raised by the petitioner cannot be countenanced for disposal.

6. Therefore, this Court cannot find any infirmity or illegality in the order passed by the 3rd respondent dated 17.12.2016 and the consequential order of the first respondent dated 15.12.2018. Hence, this writ petition is devoid of merits and liable to be dismissed. Accordingly, this writ petition is dismissed. Consequently, connected miscellaneous petition is dismissed. No costs.

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Index: Yes/No
Internet: Yes/No
Speaking Order/Non-Speaking Order
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