



WEB COPY



W.P.No. 12416 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON	20.09.2024
PRONOUNCED ON	18.10.2024

CORAM:

THE HONOURABLE MR. JUSTICE **G.K.ILANTHIRAIYAN**

W.P.No. 12416 of 2024
and
W.M.P.No. 13551 of 2024

Dr.K.Rajesh Kumar

.... Petitioner

Vs

1.The Registrar of Cooperative Societies (Housing),
Tamil Nadu Cooperative Housing Federation,
2nd Floor, No.48, Ritherdon Road,
Vepery, Chennai – 600 007.

2.The Deputy Registrar of Cooperative Societies (Housing),
Chennai Region,
T.Nagar, Chennai – 600 017.

3.Madras Secretariat Cooperative Building Society Ltd.,
Rep. by its President,
144, 3rd Street, Secretariat Colony,
Kilpauk, Chennai – 600 010.

4.S.Amulraj
(R4 impleaded as per order dated
13.09.2024 in WMP No.24218 of 2024
in W.P.No.12416 of 2024)

.... Respondents

Prayer : Writ Petition filed under Article 226 of Constitution of India praying
for the issuance of a Writ of Certiorarified Mandamus to call for records and



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quash the order dated 06.03.2024 in Na.Ka.No.7582/2022/CP1 passed by the respondent No.1 and direct the respondent No.3 to execute a fresh lease agreement with the petitioner on the subject property in accordance with law.

For Petitioner : Mr.R.Shanmugasundaram
Senior Counsel
for Mr.S.Manuraj

For R1 to R3 : Mr.M.Rajendran
Additional Government Pleader

For R4 : Mr.Karthikeyan
for M/s.S.Fathima Mashether

ORDER

This Writ Petition has been filed challenging the order dated 06.03.2024 passed by the first respondent, thereby dismissing the appeal filed by the petitioner as against the order passed by the second respondent, thereby cancelled the allotment of the shop No.19 by an order dated 07.10.2021.

2. The third respondent was assigned the land comprised in R.S.No.3180/1 to an extent of C-18-22-377 sq.ft. situated at Purasawalkam, Chennai, by the Revenue Department, Government of Tamil Nadu by G.O.Ms.No.2874, Revenue, dated 20.07.1956 for the purpose of allotment of house sites to its members. Out of total extent of the land, the third respondent,



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by a resolution dated 12.01.2010, allotted the land comprised in shop No.19, R.S.No.180/1, Block No.55 situated at Secretariat Colony, Kellys, Chennai, admeasuring 900 sq.ft. in favour of the petitioner and the shop No.20 was allotted in favour of one V.Subburaman. Accordingly, a lease agreement was executed between the petitioner and the third respondent on 01.10.2010. The lease period was for a term of eleven months and it was renewable by a further period of three years. The further condition was that the subject property should not be subleased without permission of the third respondent.

3. According to the petitioner, subsequently, the petitioner was permitted to put up construction by a resolution dated 01.10.2010 passed by the third respondent by issuing no objection. No objection Deed was also executed and accordingly, the petitioner put up construction and established his clinic in the name and style of 'Venkateswar Clinic' in the subject property. There was a rental dispute and as such the third respondent caused notice, thereby called upon the petitioner to enter into a fresh lease agreement. However, the petitioner requested for renewal of lease agreement, agreeing for enhanced rent. That apart, the petitioner subleased the subject property admeasuring 750 sq.ft. in favour of one Venkatesh Sangsani on 01.01.2020. Therefore, the third



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respondent issued notice dated 16.08.2021 to the petitioner, wherein the third respondent had terminated the lease agreement dated 01.10.2010 and called upon the petitioner to vacate the subject property within a period of one week. The said notice was challenged before the second respondent. It was not considered and as such the petitioner filed a writ petition before this Court in W.P.No.11901 of 2022. This Court, by an order dated 07.06.2022, directed the second respondent to pass orders on the appeal submitted by the petitioner. Till then the second respondent was directed to maintain *status quo* till the disposal of the appeal submitted by the petitioner. The second respondent, by an order dated 07.10.2022, dismissed the appeal filled by the petitioner, thereby upheld the termination of the lease agreement dated 01.10.2010. Aggrieved by the same, the petitioner preferred a revision before the first respondent and the same was dismissed and confirming the order of termination of the lease agreement dated 01.10.2010.

4. The learned Senior Counsel appearing for the petitioner would submit that all along the petitioner was paying the rent. Though the petitioner was initially granted lease in respect of the vacant land, subsequently, by No Objection Deed executed by the third respondent, the petitioner was



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permitted to put up a construction. Further, the petitioner is ready and willing to pay the enhanced rent as per the Rules. He further submitted that the lease agreement executed by the petitioner in favour of one Venkatesh Sangsani was already terminated much prior to the termination of the lease agreement between the petitioner and the third respondent.

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

6. A perusal of the counter filed by the second respondent and the submission made by the learned Additional Government Pleader appearing for the respondents 1 to 3 reveals that by a lease agreement dated 01.10.2010, the petitioner was given the subject land, for lease situated in the shopping complex, by the third respondent. Thereafter, the petitioner violated the condition of the lease agreement by subletting the subject premises to the third parties. Therefore, the petitioner was issued with a show cause notice to terminate the lease agreement. Without being satisfied with the reply submitted by the petitioner, the lease agreement was terminated and the same was confirmed by the respondents 1 and 2 herein.



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7. A perusal of the lease agreement reveals that it was executed only for a period of eleven months and the same would be renewed for three years. However, the petitioner did not extend the lease agreement. Further, after enhancement of the rent, the petitioner committed default in payment of rent to the third respondent. As per Clause No.8, the lessee shall not sublease any portion of the property to any one without the consent of the lessor in writing and if an violation of this condition occurs the tenancy will be terminated and any party getting into possession of the premises on such violation will be treated as a trespasser and penal action will be taken against the lessee as well as the trespasser as per law. Therefore, the appeal as well as the revision filed by the petitioner were rightly dismissed by the respondents 1 and 2 herein. That apart, the petitioner had already relocated his clinic to some other place and rented out the subject property to various third parties. The petitioner was in occupation of 150 sq.ft. Further, there was no clinic in the said shop and it was leased out to third party and the third party is running a Saloon in the name and style of 'New Royal Saloon'.

8. A perusal of the counter filed by the fourth respondent and the submissions made by the learned counsel appearing for the fourth



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respondent reveals that after dismissal of the appeal and the revision, the subject premises was taken possession by the third respondent and the fourth respondent was allotted the subject property by a rental agreement dated 01.08.2023 on a monthly rent basis for a sum of Rs.13,250/- per month. However, the petitioner changed the property tax assessment and the electricity service connection in his favour and claimed to be the owner of the building. After termination of the lease agreement, the property tax assessment has been now changed in the name of the third respondent.

9. In view of the above, this Court finds no infirmity or illegality in the orders passed by the first and second respondents. Thus, the writ petition lacks merits and it is liable to be dismissed. Accordingly, this writ petition stands dismissed. Consequently, the connected miscellaneous petition is closed. No costs.

18.10.2024

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

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To

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Pre-delivery order in
W.P.No. 12416 of 2024
and
W.M.P.No. 13551 of 2024

18.10.2024