



WEB COPY



W.P.No.38847 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 18.12.2024

CORAM

THE HONOURABLE MR.JUSTICE S.SOUNTHAR

W.P.No.38847 of 2024
and W.M.P.No.42061 of 2024

Ghaffar Mohideen

... Petitioner

vs.

1.The Commissioner,
Hindu Religious and Charitable
Endowments Department,
Chennai.

2.The Joint Commissioner,
Hindu Religious and Charitable
Endowments Department,
Chennai.

3.Arulmigu Theerthapaleeshwarar Thirukovil,
Rep by its Executive Officer,
No. 160, Medhai Natesan Salai,
Triplicane,
Chennai – 600 005.

... Respondents

PRAYER: Writ Petition is filed under Article 226 of the Constitution of India, to issue a Writ of Certiorarified Mandamus, calling for the records pertaining to the impugned notice dated 09.12.2024 issued by the 3rd respondent pursuant to the order passed by the 1st respondent in R.P.No. 288/2017/D2 dated 19.01.2018 and quash the same as illegal and against the settled principle of natural justice and further direct the respondents to grant



W.P.No.38847 of 2024

lease for the property bearing S.No. 826/8, measuring an extent of 581 Sq.Ft situated at D. No.369, Lyolds Road, Krishnampet, Triplicane, Chennai – 600 005.

For Petitioner : Mr.M.M.I.Khaleel
for M/s.A.Ajimath Begum

For Respondents : Mr.N.R.R.Arun Natarajan
Special Government Pleader (HR and CE)

ORDER

The Writ Petition is filed challenging the impugned notice dated 09.12.2024 issued by the 3rd respondent for enforcement of the eviction order passed by the 2nd respondent in a proceeding initiated under Section 78 of the Tamil Nadu Hindu Religious and Charitable Endowments Act, 1959, which was confirmed by the order passed by the 1st respondent in revision petition under Section 21 of the Tamil Nadu Hindu Religious and Charitable Endowments Act, 1959, in R.P.No.288/2017/D2, dated 19.01.2018.

2. When the writ petition came up for hearing on 17.12.2024, Mr.N.R.R.Arun Natarajan, learned Special Government Pleader (HR and CE) took notice for the respondents and informed the Court that the subject property was originally leased out to one Jagadhambal and the petitioner claims to be a purchaser of the superstructure from the said Jagadhambal.



W.P.No.38847 of 2024

The learned Special Government Pleader (HR and CE) further informed the Court that a sum of Rs.15,93,600/- is due towards rental arrears upto November, 2024.

3. In response to the said submission, the learned counsel appearing for the petitioner filed an undertaking affidavit dated 17.12.2024 before this Court. The relevant portion of the undertaking affidavit reads as follows:-

“3. I state that the above writ came up before this Hon'ble Court on 17.12.2024. It was informed before this Hon'ble Court that there is an arrear of Rs.15,93,600/- as on November, for the fasli year 1434. I hereby pray under take to pay the above arrears of rent in the following manner.

- i. I will pay the entire arrears of Rs.15,93,600/- in a four instalments within a stipulated time as granted by this Hon'ble Court.*
- ii. To pay the $\frac{1}{4}$ of the arrears ie., 3,93,400/- (Rupees three lakh and ninety-nine thousand only) within 2 weeks from the receipt of the order.*
- iii. Thereafter I will pay the rest of the arrears in within 10 weeks. Hence I will pay the entire arrears within 12 weeks.*
- iv. I hereby under take to pay a sum of Rs.20,000/-*



W.P.No.38847 of 2024

(rupees twenty thousand only) as monthly rent from December, 2024.

- v. *I hereby undertake to gift the super structure in the name of the 3rd respondent at the time of transferring/executing lease from Jagathammal to and in my favour ie., Ghaffar Mohideen.*
- vi. *I hereby also undertake to pay the fair rent fixed by the respondents at the time of executing lease in my favour.”*

4. Therefore, it is clear that the petitioner admitted the title of the 3rd respondent over the subject property and he is also expressed his willingness to surrender the superstructure in the subject property in favour of the 3rd respondent-Temple. The petitioner also expressed his willingness to pay the entire arrears as on November, 2024, within a period of twelve weeks.

5. The learned counsel appearing for the petitioner also agreed to submit proper application before the 3rd respondent-Temple seeking transfer of existing lease from the name of Jagadhambal to petitioner's name. The petitioner also undertook to pay the fair rent to be fixed by the Competent Authority at the time of execution of the lease.



W.P.No.38847 of 2024

6. The learned Special Government Pleader (HR and CE) appearing for the respondents submitted that at the time of transfer of lease in favour of the petitioner, the petitioner must adhere to the conditions to be imposed by the respondents as per the relevant Government Orders.

7. In view of the undertaking affidavit dated 17.12.2024 filed by the petitioner, this Court is inclined to dispose of the writ petition by issuing following directions:-

- (i) The petitioner shall pay a sum of Rs.3,93,400/- to the 3rd respondent, within a period of two weeks from the date of receipt of copy of this order.
- (ii) The remaining amount shall be paid by the petitioner to the 3rd respondent, within a period of twelve weeks from the date of receipt of copy of this order.
- (iii) As an interim arrangement, the petitioner is directed to pay a sum of Rs.20,000/- per month as provisional rent starting from December, 2024 to the 3rd respondent till the fixation of fair rent by the Competent Authority. The rent so paid shall be adjusted as against the rent to be fixed by respondents from December 2024.



W.P.No.38847 of 2024

WEB COPY

- (iv) The petitioner shall execute the Gift Deed in favour of the 3rd respondent-Temple to surrender the superstructure stands in the subject property, within a period of four weeks from the date of receipt of copy of this order.
- (v) Immediately after surrender of the superstructure, the petitioner shall file appropriate application before the 3rd respondent seeking transfer of lease in favour of the petitioner. The said application shall be considered and final orders shall be passed by the 3rd respondent on its own merits and in accordance with law, within a period of eight weeks from the date of application seeking transfer of lease in favour of the petitioner by imposing necessary conditions as per the relevant Government Orders.
- (vi) After transferring of lease in favour of the petitioner, the respondents are directed to take necessary steps to fix the fair rent for the subject property with effect from December, 2024.
- (vii) The petitioner shall continue to pay the fair rent as fixed by the respondents from December, 2024.
- (viii) In case of default by the petitioner of any of the conditions mentioned above, the respondents are at liberty to enforce the



W.P.No.38847 of 2024

eviction order passed against the petitioner.

WEB COPY

8. With the above directions, the Writ Petition stands disposed of. No costs. Consequently, the connected writ miscellaneous petition is closed.

18.12.2024

Index : Yes/No
Speaking order: Yes/No
Neutral Citation: Yes/No
dm

Note: Issue order copy on 20.12.2024.

To

1. The Commissioner,
Hindu Religious and Charitable
Endowments Department, Chennai.
2. The Joint Commissioner,
Hindu Religious and Charitable Endowments Department, Chennai.
3. The Executive Officer,
Arulmigu Theerthapaleeshwarar Thirukovil,
No. 160, Medhai Natesan Salai, Triplicane, Chennai – 600 005.



WEB COPY



W.P.No.38847 of 2024

S.SOUNTHAR, J.

dm

W.P.No.38847 of 2024

18.12.2024