



W.P.(MD)No.21245 of 2021

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Reserved on : 01.07.2024

Pronounced on : 12.08.2024

CORAM:

THE HON'BLE MR.JUSTICE K.MURALI SHANKAR

W.P.(MD)No.21245 of 2021

and

W.M.P.(MD)No.17827 of 2021

Fathima Beevi

... Petitioner

Vs.

1. The Superintendent Engineer,
TNEB, Production Circle,
Tirunelveli District.
2. The Executive Engineer,
TNEB, Civil and Production Circle,
Tirunelveli District.
3. The Executive Engineer,
TNEB, Electricity Power Stations,
Papanasam Project,
Tirunelveli District.
4. The Assistant Engineer,
TNEB, Civil Maintenance,
Papanasam Project,
Tirunelveli District.



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5. The Assistant Executive Engineer,
TNEB, Civil Maintenance,
Papanasam Project,
Tirunelveli District.

... Respondents

Prayer : This Writ Petition filed under Article 226 of Constitution of India, praying this Court to issue a Writ of Certiorari, calling for the records relating to the impugned letter dated 08.11.2021 in Ka.No:Vu.Se.Po/C/Papa/Coo. Tharai/Aa.No.314/2021 on the file of the fifth respondent and quash the same as illegal.

For Petitioner : Mr.A.Sankararamasubramanian

For Respondents : Mr.S.Deenadayalan
Standing Counsel

ORDER

The Writ Petition is directed against the notice dated 08.11.2021 sent by the fifth respondent directing the writ petitioner to pay the arrears of rent till October-2021 and to enter into new agreement for the period 2021-2022, failing which, further action will be taken.

2. The writ petitioner's case is that the writ petitioner's husband worked under the project works of construction of Karaiyar Dam, Tirunelveli District, that the said project was started in the year 1931 and



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in the year 1951, the workers were allotted with lands in the area called as lower camp for the purpose of establishing shops and other necessary services and for residents by Tamil Nadu Electricity Board (hereinafter called as 'TNEB') Department, that a land to an extent of 1800 sq.ft was allotted for cow shed and another 560 sq.ft for residential purposes, that the writ petitioner's husband had established cow shed and residential house and they were living till his death, that thereafter the writ petitioner and her children have been residing in the said house and are cultivating agricultural crops in the land allotted to her husband, that they have been paying rent to TNEB Department on monthly basis, that though the initial rent was at Rs.67/- per month, the same was increased to Rs.267/- per month with effect from the year 2018, that the writ petitioner had paid the rent as directed by the respondents without any arrears till the month of December-2021, that in the meanwhile, the fifth respondent has sent a letter dated 08.07.2021 directing the writ petitioner to pay the enhanced rent from the month of June-2021, wherein, rent was increased to Rs.100/- for 100 sq.ft and as such, the writ petitioner has to pay monthly rent of Rs.2360/- for 2360 sq.ft, that the said letter is a non-speaking order and is bereft of any particulars as to on what basis the rent was increased by



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more than 200% and that therefore the writ petitioner with no other option has filed the present writ petition.

3. The fifth respondent has filed a counter affidavit, wherein, it has been stated that the writ petitioner's husband Thiru.Kunjalivi was a camp follower, who is intended to fulfill the needy services of all officials residing in Papanasam camp during construction and not worked in TNEB Department, that no land had been allotted to the said Kunjalivi permanently, that at the time of Karaiyar Dam construction, huge quantum of men power was required and hence people were mobilized from all nearby villages/towns of Papanasam, that the Department officials were directed to stay at nearby work spot named as Papanasam lower camp and at that time, all the Department officers, staffs and labourers have already been arranged their residential quarters and the lower camp area has also required certain inevitable services like milk vendors, petty shops, tea shops, hotels, barbar shops, etc., and hence small portion of vacant land of TNEB were allotted subject to the levy of meager fee as license fee and that almost all such original allottees were no more as of now and their legal heirs are continuing their possession.



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4. It is the further case of the fifth respondent that the writ petitioner's husband Kunjalivi had been allotted 22620 sq.ft lands for vegetable plants cultivation and 1800 sq.ft lands for running tea shop along with 560 sq.ft for forming temporary residence for their dwelling purposes on payment of legitimates rent basis, that the writ petitioner had surrendered 22620 sq.ft of allotted land in the year 1971 itself, that the land allotted for tea shop of 1800 sq.ft was also not at all utilized from 2006 onwards but the writ petitioner is continuously paying the minimum old monthly rent of vacant land with bad intention, that the writ petitioner's son one Babukhan got permanent employment in TNEB during the year 2001 in Papanasam Power House along with allotment of Departmental quarters, that the said Babukhan is about to retire from Board service shortly and at the instigation of the said Babukhan, the writ petitioner has filed the present writ petition seeking possession, that the writ petitioner has cleverly dodged all the actions of TANGEDCO being taken then and there from eviction of such 2360 sq.ft of land at lower camp of Papanasam, that the writ petitioner has not paid the full legitimate rent to TANGEDCO, that therefore eviction of the writ petitioner from 2360 sq.ft of TNEB's land is mandatory, that monthly rent was fixed at Rs.



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0.25/- per 1000 sq.ft for the period from 1/1963 to 3/1970, that the rent was fixed at Rs.0.50/- per 1000 sq.ft for the period between 4/1970 and 12/1970, that based on the AG Audit remarks, rent was revised after 13 years at the rate of Rs.10/- per 100 sq.ft of land but the revised rent of Rs. 314/- alone was being collected from 1/2001 to 5/2021, that the respondents have then decided to implement AG Audit remarks partially as the land value and rent values in and around Papanasam are remarkably raised and shoot up, that therefore Rent Revision Committee has been constituted so as to decide the reasonable rent for vacant lands occupied by the lease holders and the Committee has fixed the rent at Rs.1/- per sq.ft and after addition of water charges and GST comes to Rs.2,820/- per month, that though the writ petitioner has earlier filed a civil suit in O.S.No.218 of 2001 on the file of the District Munsif Court, Ambasamudram, she has suppressed the same before this Court and that the writ petition is absolutely devoid of merits and the same is liable to be dismissed.

5. Though the writ petitioner has alleged that her husband worked under the respondents, the same was disputed by the respondents' side.



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According to the respondents, the writ petitioner's husband was the camp follower, who was intended to fulfill needy services of all officials residing in the camp during construction.

6. It is not in dispute that the writ petitioner's husband was allotted with 1800 sq.ft for establishing a tea stall and 560 sq.ft for putting up a temporary residence.

7. Though the fifth respondent, in their counter affidavit, has taken a stand that 22620 sq.ft of land was allotted to the writ petitioner's husband for vegetable cultivation and sales, but the same was surrendered in the year 1971 itself to TNEB as he was not in a condition to fulfill the Department purposes. Though the fifth respondent has taken a specific stand that the land allotted for establishment of tea shops at 1800 sq.ft was not at all utilized from the year 2006 onwards, but the same was not specifically disputed by the writ petitioner. Considering the above, it is very much clear that the writ petitioner, after the death of her husband, has been retaining the residential portion and was paying rent for the same.



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8. As rightly pointed out by the learned counsel appearing for the writ petitioner, in the impugned notice sent by the fifth respondent dated 08.11.2021, the writ petitioner was directed to pay the rent arrears till October-2021 and also directed the writ petitioner to enter into fresh agreement for the period 2021-2022 and wherein, they have claimed the rent arrears to the tune of Rs.6,262/- for the period from 06/2021 to 08/2021. But according to the fifth respondent, there was no enhancement of rent from 2001 onwards and only on the basis of AG Audit remarks, the rent was revised at the rate of Rs.10/- per 100 sq.ft of land + water charges and GST.

9. The learned counsel appearing for the writ petitioner would submit that the writ petitioner has produced the receipts for payment of rents and in the receipt dated 05.01.2021, it has been shown that rent for the period between 1/2021 and 12/2021 was paid at Rs.3,768/-. Considering the receipts, it is clear that one month rent was shown to be paid as advance i.e., the rent for the period between 01/2021 and 12/2021 on 05.01.2021. But the writ petitioner admittedly has not paid the amount claimed, but approached this Court invoking Article 226 of the Constitution of India.



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10. The learned Standing Counsel appearing for the respondents would submit that the writ petitioner's son Babukhan, who was working as Sr.Syrang Ilgr, Mechanical, Servalar Power House was ordered to be relieved off from his duty on attending the age of superannuation on 31.07.2022 A.N. from Tamil Nadu Generation and Distribution Corporation Limited, that he has already vacated the official quarters allotted to him and that before attaining superannuation and expecting his retirement, he only instigated his mother-writ petitioner and filed the present writ petition.

11. The learned counsel appearing for the writ petitioner has also produced some photographs of the building now available in the said property and admittedly, it is in damaged condition.

12. As rightly contended by the learned Standing Counsel appearing for the respondents, since the purpose for the alleged land was already over, the writ petitioner is duty bound to surrender the land, but instead, she has been claiming permanent tenancy.



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13. The learned Standing Counsel appearing for the respondents would submit that the writ petitioner has earlier filed a suit in O.S.No.218 of 2001 on the file of the District Munsif Court, Ambasamudram challenging the lease amount and the learned District Munsif has pronounced judgment on 31.01.2008 in favour of TANGEDCO and that the writ petitioner, by suppressing the filing of the suit and dismissal of the same, has filed the present writ petition.

14. As rightly pointed out by the learned Standing Counsel appearing for the respondents, the writ petitioner has not worked under the respondents and the land was allotted only to the writ petitioner's husband and not to the writ petitioner.

15. As rightly pointed out by the learned Standing Counsel appearing for the respondents, the rent claimed from the writ petitioner for the earlier period was very low and as per the AG Audit Remarks, the respondents have made revision of rent and issued the impugned notice. Moreover, as rightly contended by the learned Standing Counsel appearing for the respondents, the fifth respondent has issued a communication dated 08.07.2021 informing the writ petitioner about the enhancement of rent



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but admittedly, the said communication was not at all challenged. But on the other hand, the writ petitioner has challenged the order dated 08.11.2021, which is only consequential to the earlier order dated 08.07.2021.

16. Though the respondents have raised so many allegations which includes non-payment of rent, they have not taken any steps to evict the writ petitioner for the reasons best known to them. Whatever it is, on considering the entire facts and circumstances of the case and also taking note of the earlier rent, the revision of rent now impugned cannot be found fault with. The writ petitioner has not raised any other valid or ground to impugn the communication sent by the fifth respondent. Consequently, this Court concludes that the writ petition is absolutely devoid of merits and the same is liable to be dismissed.

17. In the result, the Writ Petition is dismissed. Consequently, connected Miscellaneous Petition is closed. No costs.

12.08.2024

NCC :yes/No
Index :yes/No
Internet:yes/No
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K.MURALI SHANKAR,J.

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Pre-Delivery Order made in
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Dated : 12.08.2024