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WP.No.2927 of 2024

In the High Court of Judicature at Madras

Reserved on 04.8.2025	Delivered on : 11.8.2025
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Coram :

The Honourable Mr.Justice N.ANAND VENKATESH

Writ Petition No.2927 of 2024

1.D.H.Sarath K.Kumar
2.D.Venkaatesh
3.D.N.Choudery

...Petitioners

Vs

1.The Government of Tamil Nadu,
rep.by its Principal Secretary,
Home Department,
Secretariat, Fort St.George,
Chennai-9.

2.The Commissioner of Police,
Tambaram Police Commissionarate,
No.42, Bharathi Nagar,
Semmozhi Salai, Sholinganallur,
Chennai-119.

...Respondents

PETITION under Article 226 of The Constitution of India praying for the issuance of a Writ of Mandamus the respondents to hand over vacant possession of the premises bearing No.42, Bharathi Nagar, Semmozhi Salai, Sholinganallur, Chennai-600119 to the petitioners.



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For Petitioners : Mr.V.Raghavachari, SC for
Mr.M.Venkatakrisnan
For R1 : Mr.E.Vijay Anand, AGP
For R2 : Mr.P.S.Raman, AG
assisted by
Mr.R.Muniyapparaj, APP

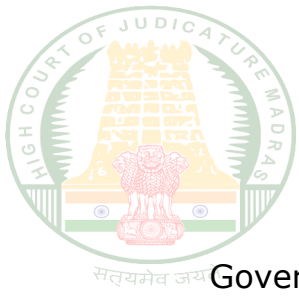
ORDER

This writ petition has been filed seeking for a direction to the respondents to hand over vacant possession of the property bearing No.42, Bharathi Nagar, Semmozhi Salai, Sholinganallur, Chennai-119 to the petitioners.

2. Heard both.

3. The case of the petitioners is as follows :

(i) The petitioners are the owners of the subject property. The second respondent approached them during October 2021 for taking over the subject property on rent in order to accommodate the office of the newly formed Tambaram Police Commissionerate. They were also informed that the tenancy in respect of the subject property was on temporary basis till the construction of own building by the



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Government.

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(ii) The petitioners agreed to let out the subject property for a monthly rent of Rs.10,14,300/- + GST. A rental agreement dated 15.10.2021 was prepared for a period of 11 months starting from 01.1.2022 and it was handed over to the petitioners. Further, the possession of the subject property was handed over to the respondents on 26.12.2021. Thereafter, necessary arrangements were made for the inauguration of the Commissionerate by the Chief Minister on 01.1.2022 and it was inaugurated on that day.

(iii) However, rents were not paid to the petitioners till September 2022. All of a sudden, the second respondent sent a communication to the petitioners during August 2022 by unilaterally fixing the tentative monthly rent at Rs.6,08,438/- on the basis of the guidelines of the Public Works Department (PWD). According to the petitioners, this is in complete breach of the rental agreement entered into between the parties.

(iv) On receipt of the said communication, by letter dated 08.9.2022 addressed to the second respondent, the petitioners informed about their unwillingness to accept the rates on the basis of the guidelines of the PWD. Having no other alternative, the petitioners



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sent another letter dated 19.9.2022 to the second respondent expressing their consent to receive the monthly rent at the rate of Rs.6,33,037/- + GST for the period from 01.1.2022 to 30.11.2022 instead of the original monthly rent agreed to the tune of Rs.10,14,300/- + GST and further requested the second respondent to hand over the subject property after expiry of the rental agreement. Pursuant to that, three cheques dated 31.12.2022 were issued for a total sum of Rs.82,16,824/- towards rent in respect of the subject property for the period from 01.1.2022 to 30.11.2022.

(v) Even thereafter, the second respondent did not act upon the letters sent by the petitioners and again three cheques were issued to the petitioners on 24.1.2024 for a total sum of Rs.37,34,920/- towards rent with applicable GST for the period from August 2023 to December 2023. The petitioners received the said amount under protest. It is under these circumstances, the above writ petition came to be filed before this Court seeking for a direction to the respondents to hand over vacant possession of the subject property.

4. The second respondent filed a counter affidavit by questioning the maintainability of this writ petition since the parties were governed



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by a contract. He has also taken the following stand :

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The monthly rent was fixed in respect of the subject property as per the guidelines of the PWD and the rental agreement was for a period of three years from 01.1.2022. The respondents could not be asked to shift the Commissionerate all of a sudden since it would have huge impact on the interest of the State since it deals with essential services. Even though there was a delay in paying the rent initially due to administrative procedure, the rents were regularly paid thereafter. Ultimately, he sought for dismissal of this writ petition.

5. This Court has carefully considered the submissions of the learned counsel on either side and perused the materials available on record.

6. When the matter came up for hearing on 26.9.2024, this Court passed the following order :

"The learned Senior Counsel appearing for the petitioners submitted that the then Commissioner of Police entered into rental agreement with the petitioners for the purpose of occupying the petitioners premises for Police



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Commissionerate and agreed to pay monthly rent of Rs.10,14,300/- plus GST on 15.10.2021, however, they are paying only Rs.6,33,037/- plus GST and there is difference of nearly Rs.4 Lakhs and they are also not vacating the premises and further submitted that the rent they are now paying is not sufficient.

2. The learned Advocate General appearing for the second respondent submitted that rental agreement entered into between the petitioners and the then Commissioner of Police was not in terms of Government Order and it was entered through individual, which is not sustainable. The space in the petitioners premises is not sufficient for the functioning of Police Commissionerate. Further, the petitioners agreed to receive a sum of Rs.6,33,037/- plus GST vide letter dated 28.07.2023 and contrary to the said letter, they cannot now go back as against the respondents.

3. The learned Advocate General appearing for the second respondent submitted that it is purely a civil dispute which can be ventilated only before the civil Court and cannot be decided under Article 226 of the Constitution of India and further submitted that the second respondent will file affidavit for vacating the premises so as to enable them to occupy their own premises.

4. In view of the above, the matter stands adjourned to 21.10.2024 for filing affidavit of the



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second respondent."

7. When the matter was listed for hearing on 12.6.2025, this Court passed the following order :

"Mr.P.S.Raman, learned Advocate General appearing on behalf of the respondents submits that there is a subsequent development in this case, whereby, a large extent of property is now available for construction of the Tambaram Commissionerate and that the financial approval is pending with the Government. In view of the same, the construction of the new Commissionerate could be completed within a short period of time and the vacant portion could be handed over to the petitioners.

2. That apart, insofar as the enhanced rent payable, the period of three years has already expired and the petitioner will be entitled for enhancement of 15% from the existing rent from 01.01.2025. Therefore, till the present Commissionerate is vacated and handed over, this Court could fix any reasonable amount payable as rent to the petitioners.

3. The learned Advocate General sought some time to get written instructions in this regard.

4. Post this writ petition on 20.06.2025."



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8. When the writ petition was once again listed for hearing on 20.6.2025, this Court took into consideration the subsequent affidavit filed by the second respondent dated 20.6.2025 and passed the following order :

"Pursuant to the earlier order passed on 12.06.2025, the matter was listed for hearing today.

2. The second respondent has filed a counter affidavit and the relevant portions are extracted hereunder:

'5. It is further submitted that the 2nd respondent is taking sincere and effective measures to construct a new building for Tambaram City Police Commissionerate. A necessary proposal has already been sent to the Government on 01.07.2024, towards the administrative and financial sanction for the construction of the new building for Tambaram City Police Commissionerate. Once financial sanction is approved by the Government, a building to house the Tambaram City Police Commissionerate will be constructed. Since, the present Commissionerate is in strategic location, it is convenient for the public to come and address their grievances. If we change the location to some other place for short period, the public will also suffer. Hence, considering the public convenience



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and importance of functioning of Tambaram Commissionerate, this Hon'ble Court may please permit the respondents to continue to occupy the property by allowing to pay the guideline value as fixed by the Public Works Department till the completion of construction of Tambaram City Police Commissionerate. The Public interest may be considered large than the monetary interest of the petitioners.

6. It is respectfully submit that as per orders of this Hon'ble High Court dated 12.06.2025, towards payment of monthly rent at the rate of Rs.6,33,037/- plus 18% GST Totally Rs.7,46,984/- was sanctioned every month and paid to the petitioner from 01.01.2022 to 31.05.2025 as ordered by the Government. And further, on the direction given by the Hon'ble High Court, the Commissioner of Police, Tambaram City requested the Public Works Department in C.No.L1/17/00087/2023, dated 22.10.2024 to refix the reasonable rent w.e.f. 01.01.2025 and to issue "Reasonable Rent Certificate" as per the guidelines. Accordingly, a letter has been received from the Public Works Department vide கடித எண். வபி-இவஅ/கோ11-2024. நாள்/23.10.2024 stating that "For fixing of fair rent for the Government Officer functioning at private buildings on rental basis, the increase in the fixed fair rent would be calculated for every three-year based on the Government



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guideline value and value of the rented building not exceeding 15% percent of the existing fair rent of that time. Hence, the increased fixed fair rent rate Rs.7,27,993/- including 18% GST (Rs.1,31,039/-), in total Rs.8,59,032/- will be calculated with effect from 01.01.2025. On submission further an extension of rental agreement for 3 years and request letter by the petitioners, necessary revised rent proposal will be sent to the Government for financial sanction, the enhancement of rent at the rate 15% percent will be paid to the petitioner on the receipt of Government orders.'

3. In the considered view of this Court, the revised payment of rent to the petitioner by increasing it by 15% once in three years is not really going to solve the problem. This is in view of the fact that the petitioners are facing financial constraints and steps are being taken by the banks to recover the money and the petitioners want to desperately deal with this property. Therefore, the monthly rents paid to the petitioners will not help the petitioners in any manner. This Court does not want to pass any adverse orders since the Commissionerate is functioning in the place and it involves a larger public interest. Therefore, this Court has to necessarily strike a balance to ensure that the interest of both sides is safeguarded.

4. In view of the above, this Court



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suggested to learned Additional Government Pleader appearing on behalf of the first respondent and learned Government Advocate appearing on behalf of the second respondent that the Government can consider purchasing this place outright so that the petitioners will go out of the scene and the respondent can utilize the property in a better manner. Even if an alternative place has been identified, it will take a long time to finalise it and to construct a full-fledged Commissionerate. In such an eventuality, the present place can be utilized for some other purpose by the police department. Therefore, a final solution can be arrived at only if the Government purchases the place outright from the petitioners.

5. Learned Additional Government Pleader and learned Government Advocate shall instruct the learned Advocate General in this regard and instructions shall be sought for from the first respondent in this regard.

Post this writ petition under the caption 'for passing further orders' on 04.07.2025."



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9. When the matter was once again listed for hearing on 16.7.2025, it was informed by the second respondent that it is not financially feasible to purchase the subject property, that the respondents had already identified another plot for constructing the Tambaram City Police Commissionerate, that the new construction would be completed within a period of two years and that therefore, the respondents did not have any requirement for the present building owned by the petitioners.

10. In the light of this stand taken by the respondents, this Court decided to hear the case on merits.

11. The learned Senior Counsel appearing on behalf of the petitioners made the following submissions :

(a) The second respondent, after having agreed to pay the monthly rent to the tune of Rs.10,14,300/- + GST, went back on such agreement and unilaterally fixed a sum of Rs.6,33,037/- towards monthly rent, which was not acceptable to the petitioners. Therefore, the petitioners informed the respondents that they would accept the rent for a period of 11 months upto November 2022 and thereafter,

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the respondents must vacate the subject property. When the petitioners were pitted against the power of the State, which is holding on to the subject property much against the undertaking given by them, the interest of the petitioners must be safeguarded by this Court by exercising its jurisdiction under Article 226 of The Constitution of India.

(b) To substantiate this submission, the learned Senior Counsel appearing on behalf of the petitioner relied upon the judgment of the Hon'ble Apex Court in the case of ***Neha Chandrakant Shroff Vs. State of Maharashtra [reported in 2025 SCC OnLine SC 777]***.

(c) What was let out was stilt + three floors. However, the stilt has now been converted into rooms and the fifth floor has been constructed in the terrace without the concurrence of the petitioners. The period of tenancy is already over and therefore, the petitioners are wanting the respondents to hand over possession of the subject property.

(d) The petitioners availed bank loan and they want to clear the bank loan by selling the subject property. For all these reasons, the learned Senior Counsel appearing on behalf of the petitioners urged this Court to allow this writ petition.



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12. Per contra, the learned Advocate General appearing on behalf of the second respondent made the following submissions :

(a) The case involves disputed questions of fact since, even as per the agreement, what was let out was only the ground floor + four floors with a terrace whereas the petitioners are now alleging that they let out the stilt + three floors with an open terrace. Under such circumstances, this issue cannot be decided in a writ petition. The petitioners must be relegated to the competent court for eviction.

(b) The second respondent cannot unilaterally accept for any rent and he is governed by the rent fixed pursuant to the guidelines of the PWD. Subsequently, it has been decided to enhance the rent to Rs.8.59 lakhs with effect from 01.1.2025. The respondents also undertook to vacate the subject property within two years since, already, another property has been identified for constructing a new building for the Tambaram City Police Commissionerate.

(c) If, according to the petitioners, there are arrears of rent, they can file only a suit seeking to recover money and they cannot achieve this purpose by filing a writ petition.



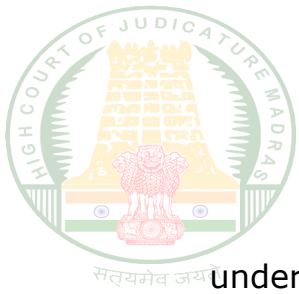
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13. This Court has carefully considered the submissions of the learned counsel on either side and perused the materials available on record.

14. It has to be made clear even at the outset that the relationship of the petitioners and the second respondent is that of a landlord and tenant. Under normal circumstances, this Court would not have exercised its jurisdiction under Article 226 of The Constitution of India in a case of this nature. The only reason as to why this Court decided to exercise its jurisdiction is because it involves the State and after taking into consideration the facts placed before this Court, which speak about the rent that was originally agreed upon between the parties where they had consensus *ad idem* and what was actually paid later to the petitioners.

15. There is no question of this Court exercising its writ jurisdiction and directing the respondents to vacate the subject property. This Court is inclined to deal with this writ petition only with respect to the rent that is payable by the second respondent to the petitioners after taking note of the fact that the second respondent has



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undertaken to vacate the subject property within a period of two years.

16. This Court expressed its mind during the previous hearing and asked both the learned counsel on record appearing for the petitioners as well as the learned Additional Public Prosecutor appearing for the second respondent to file a memo of calculation. Accordingly, a memo of calculation has been filed on both sides.

17. On carefully going through the agreement dated 15.10.2021, it is seen that the petitioners agreed to let out the subject property only for a monthly rent of Rs.10,14,300/- + GST. It was also made clear in the draft agreement that the period of tenancy was for three years, that it would be renewed once in 11 months and that after the expiry of three years, the parties would enter into a fresh rental agreement.

18. Right from the beginning, there was a delay in paying the monthly rent and the petitioners were making several representations to the second respondent to pay the monthly rent. Ultimately, the



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email dated 27.7.2022, which was sent to the second respondent by the first petitioner, would also show that the petitioners had agreed to let out the subject property for a monthly rent of Rs.10,14,300/- + GST. All of a sudden, this rental agreement has been violated and the monthly rent was fixed at Rs.6,33,037/- + GST on the ground that it was fixed as per the guidelines of the PWD.

19. Pursuant to that, the petitioners sent a letter dated 19.9.2022 informing the second respondent that if the second respondent was going to fix the monthly rent at Rs.6,33,037/- + GST, they would accept it till November 2022 and that thereafter, the second respondent had to vacate and hand over possession of the subject property. This letter does not, in any way, take away the stand taken by the petitioners that the initial monthly rent that was agreed upon was Rs.10,14,300/- and that the petitioners became very desperate to get back the possession of the subject property since the second respondent was offering the monthly rent of Rs.6,33,037/- alone.



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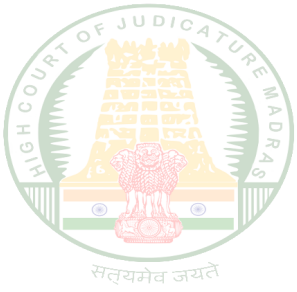
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20. The second respondent filed a typed set of papers. It is interesting to look at the copy of the rent proposal letter dated 10.11.2021, which is said to have been issued by the second petitioner. In the letter dated 10.11.2021 that is found at page 6 of the typed set of papers filed by the second respondent, Clause 2 reads as follows :

"We wish to quote our best offer of Rs.16,50,000/- (Sixteen lakhs & fifty thousands only) per month towards monthly rental charges or the rent fixed by PWD officials or whichever is higher."

21. However, during the hearing of this writ petition, the learned Advocate General appearing on behalf of the second respondent handed over another copy of the same letter dated 10.11.2021 wherein Clause 2 reads as follows:

"We wish to quote our best offer of Rs.16,50,000/- (Sixteen lakhs & fifty thousands only) per month towards monthly rental charges or the rent fixed by PWD officials."



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22. The signature of the second petitioner found in both the letters also differs. Thus, the very document that is now relied upon by the second respondent looks highly doubtful and it is in variance with the document that is found at page 6 of the typed set of papers filed by the second respondent.

23. The second respondent has justified the payment of Rs.6,33,037/- towards monthly rent only by relying upon the letter dated 10.11.2021, a copy of which was handed over to this Court at the time of hearing the writ petition. This document cannot be relied upon and it is quite surprising that two different copies of the same document are now placed before this Court by the second respondent with the same date. ***The lesser said is the better.***

24. The draft rental agreement dated 15.10.2021 specifically mentions the monthly rent as Rs.10,14,300/-. That was the actual rent where both the petitioners on the one hand and the second respondent on the other hand had consensus *ad idem* initially. Later the second respondent came up with the version that only the rent fixed by the guidelines of the PWD is payable to the petitioners. This is the stand



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that was taken by the second respondent at a later point of time. By then, he had taken possession of the subject property and the Tambaram City Police Commissionerate had started functioning. Hence, the petitioners became desperate and informed the second respondent to vacate the subject property in November 2022 if the second respondent was prepared to pay a monthly rent at the rate of Rs.6,33,037/- + GST. Thus, the petitioners, at no point of time, agreed for receiving the monthly rent at the rate of Rs.6,33,037/-.

25. In order to render substantial justice and to ensure that functioning of the Tambaram City Police Commissionerate is not disrupted and also taking into consideration the undertaking given by the second respondent that they would vacate and hand over the subject property within two years and the fact that the second respondent is not inclined to purchase subject property, this Court is inclined to strike a balance.

26. Accordingly, the monthly rent payable by the second respondent, based on which, the draft agreement was prepared, is taken into account and it is fixed at **Rs.10,14,300/- (Rupees ten**



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lakhs fourteen thousand and three hundred only) + GST. The rental agreement also contemplates an increase of 10% rent every year. If that is taken into consideration, **the monthly rent payable for the year 2023 will be Rs.11,15,730/-; the monthly rent payable for the year 2024 will be Rs.12,27,303/-; and the monthly rent payable for the year 2025 will be Rs.13,50,033/-.** For the extended period of two years namely for the years 2026 and 2027, it goes without saying that there shall be 10% increase from 01.1.2026 to 31.12.2026 and another 10% increase from 01.1.2027 to 31.12.2027. This rent shall also be paid by the second respondent apart from GST at the rate of 18%.

27. As per the memo of calculation filed by the petitioners, the total arrears of monthly rent payable by the second respondent as per the above calculation works out to Rs.2,18,00,598/- + GST upto June 2025. Apart from that, the second respondent shall continue to pay the monthly rent at the rate of Rs.13,50,033/- from the month of July 2025 upto December 2025. This arrangement will sufficiently take care of the interest of the petitioners as well as the second respondent.

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28. In the light of the above discussions, the writ petition is disposed of with a direction to the second respondent to settle the arrears of monthly rent upto June 2025 to the tune of **Rs.2,18,00,598/- (Rupees two crores eighteen lakhs five hundred and ninety eight only) + GST at the rate of 18%** to the petitioners on or before **31.12.2025**. That apart, the second respondent shall continue to pay the monthly rent at the rate of **Rs.13,50,033/- (Rupees thirteen lakhs fifty thousand and thirty three only) from July 2025 to December 2025. Thereafter, for the years 2026 and 2027, there shall be an increase of rent by 10% and the same shall be paid every month without fail + GST at the rate of 18%. As was undertaken by the second respondent, the vacant possession shall be handed over after two years unless the period is extended mutually between the parties.** No costs.

11.8.2025

To

1.The Government of Tamil Nadu,
rep.by its Principal Secretary,
Home Department,
Secretariat, Fort St.George,
Chennai-9.

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2. The Commissioner of Police,
Tambaram Police Commissionarate,
No.42, Bharathi Nagar,
Senmozhi Salai, Sholinganallur,
Chennai-119.

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