



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 17.11.2025

CORAM:

THE HONOURABLE DR. JUSTICE **G.JAYACHANDRAN**
and
THE HONOURABLE MR. JUSTICE **MUMMINENI SUDHEER KUMAR**

Appeal (CAD) No.46 of 2025
and
C.M.P.Nos.20109 & 20111 of 2025

S.Vijayarani

.. Appellant

Vs.

1.Global Group of Company
is having Head Office at
Global Vision Electronic Sadan-II,
MIDC TTCR Industrial area, Mahape,
Navi Mumbai, Maharastra-400 710.

2.M/s.GTL Infrastructure Ltd., (Global Group of Companies),
Carrying on business at No.186, Poonamalle Road,
Chennai-600 010.

3.M/s.Chennai Network Infrastructure Ltd.,
(Global Group of Companies),
Carrying on business at No.186, Poonamalle Road,
Chennai-600 010.

4.M/s.Aircel Cellular Limited,
was carrying on business at Spencer Plaza,
5th Floor, No.769, Anna Salai,
Chennai-600 002.

1/7



[R3 and R4 are given up vide Court
order dated 14.10.2025 in Appeal (CAD)
No.46 of 2025 (GJJ & MSKJ)

.. Respondents

PRAYER: Appeal (CAD) is filed under Section 13(1A) of Commercial Courts Act, 2015 read with 96 of C.P.C., praying to set aside the Judgment and Decree dated 05.07.2024 passed by the District Judge, Commercial Court, Egmore, Chennai -8 in C.O.S.No.645 of 2022.

For Appellant	: Mr.K.A.Ravindran
For R1	: No appearance
For R2	: Mr.C.Sakthimanikandan

ORDER

[Order of the Court was made by Dr.G.JAYACHANDRAN., J.]

It is a case, where the landlady had permitted a cellular company to enter upon her land to erect a tower for a period of nine years. The lease agreement entered on 25.04.2009 for a term of nine years has expired long back, however, the tower erected on the premises has neither been removed nor has any lease rent or amount towards use and occupation been paid.

2. It appears that the 4th respondent, the cellular company which initially entered into the lease agreement with the landlady, subsequently



transferred the tower and its related assets to the 2nd respondent/M/s.GTL Infrastructure Ltd., which claims right upto the year 2019. Thereafter, the structure erected by the erstwhile owner, namely M/s.Aircel Cellular Limited has been abandoned.

3. The landlady has approached this Court seeking arrears of rent to the tune of Rs.3,08,632/- with interest at 18% per annum, after adjusting the advance amount and rent already paid.

4. The lease deed having been produced with deficit stamp, was impounded and sent for assessment of the requisite stamp duty and penalty. The fate of the documents received by the Collector office is unknown till date. Meanwhile, the Court below taking up the suit and considering the petition filed under Section 8 of the Arbitration and Conciliation Act, referred the parties to alternate dispute resolution vide order dated 05.07.2024. This order has been challenged by the landlady in the present appeal, which is now pending before us for consideration.

5. The landlady, having frustrated by the delay and the dismissal of



her suit citing the arbitration clause contained in the lease agreement, has, after preferring the appeal, expressed her willingness to withdraw the same provided the 2nd respondent, who is the contesting respondent, removes the dismantled tower which is in the custody of the landlady. The tower has been dismantled and kept in her custody after its removal owing to corrosion, which posed an imminent danger to the landowner and neighbouring residents.

6. A memo has been filed to the effect that the appellant is ready to accept the payment of all the arrears of rent and damages, if the 2nd respondent removes the tower and other dismantled materials kept on the terrace of the appellant's property since 22.04.2025.

7. The learned counsel appearing for the 2nd respondent submitted that the respondent company, after undergoing restructuring, is now on the path of recovery from its bad economic condition. It is further submitted that the respondent company is not interested in utilizing the appellant's premises for transmission purpose through tower erected on the appellant's property.



8. In the aforesaid circumstances, this Court is of the view that the appellant is not inclined to pursue her claim for damages and arrears of lease rent and the 2nd respondent is not interested in keeping the tower on the appellant's premises, it would be appropriate to direct the 2nd respondent to remove all the dismantled materials kept in the custody of the appellant within a period of 30 days from date of receipt of a copy of this judgment, failing which, the appellant shall be at liberty to place the materials in public auction through any recognized auctioneer company and remit the sale proceeds directly to the 2nd respondent after deducting the expenses incurred for conducting the auction.

9. In the result, this Appeal (CAD) is disposed of. Consequently, the connected Civil Miscellaneous Petitions are closed. No costs.

[Dr.G.J., J.] & [M.S.K., J.]
17.11.2025

rpl

To

The District Judge, Commercial Court, Egmore, Chennai -8

5/7



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Dr.G.JAYACHANDRAN., J.
and
MUMMINENI SUDHEER KUMAR., J.



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