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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 11-11-2025

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**THE HONOURABLE MR JUSTICE S. M. SUBRAMANIAM
AND
THE HONOURABLE MR.JUSTICE MOHAMMED SHAFFIQ**

**OSA No. 166 of 2025
AND
OSA NO. 262 OF 2022**

1. Swaminathan

Appellant(s)

Vs

1. The Administrator General And Official
Trustee of Tamil Nadu, High Court Campus,
Chennai 104

Respondent(s)

OSA No. 262 of 2022

1. M.Swaminathan

Appellant(s)

Vs

1. The Administrative General and Official
Trustee of Tamil Nadu
High Court Campus, Chennai - 600 104.

Respondent(s)

OSA No. 166 of 2025

PRAYER

To prefer this OSA against the order dated 06.03.2025 made in Application No.5989 of 2023 in O.P. No. 109 of 1942.

**OSA No. 262 of 2022****PRAYER**

To set aside/modify the Order passed by Learned Judge dated 05.08.2022 in Application No.180 of 2022 in O.P.No.109 of 1942 and pass such further or other orders as this Court may deem fit and proper in the facts and circumstances of the case and thus render justice.

In both Appeals

For Appellant(s): Mr.V.Devanathan

For Respondent(s): Mr.M. R.Jothimanian

COMMON ORDER

(Order of the Court was made by S.M.Subramaniam J.)

The present original side appeal in OSA.No.166 of 2025 has been instituted to assail the order dated 06.03.2025 passed in A.No.5989 of 2023 in OP.No.109 of 1942.

2. Application has been instituted questioning the validity of the proceedings issued by Administrative General and Official Trustee (hereinafter referred to as "AG & OT") dated 30.06.2022 fixing fair rent at the rate of Rs.21,000/- per month with effect from 01.07.2022 in respect of property in which applicant is the tenant. AG & OT had called upon appellant to pay rental arrears and administrative charges, and appellant disagreed to settle the said amount and filed an application. AG & OT filed a report stating that appellant occupied subject premises from the year 2010 pursuant to lease agreement, and periodical enhancement had not been made initially. However, fair rent was fixed vide Proceedings, dated 01.07.2022 and after assessment of market



value, monthly rent Rs.21,000/- has been fixed with effect from 01.07.2022.

Since appellant failed to pay the enhanced rent as well as rental arrears, this Court passed an order impugned to vacate the appellant/tenant and hand over physical possession of property to AG & OT. The said order passed by learned Single Judge came to be challenged in the present original side appeal.

3. Mr.Devanathan, learned counsel for the appellant would submit that fair rent fixed by AG & OT is exorbitant and not in comensuration with the market rent prevailing in that locality. That apart, appellant is a small time business man and not in a position to pay such a huge rent of Rs.21,000/- per month. Therefore, some concession may be given by reducing monthly rent from Rs.21,000/- as fixed by AG & OT.

4. Mr.M.R.Jothimanian, learned counsel appearing on behalf of AG & OT would oppose by stating that appellant is continuing as a tenant for more than 15 years. Periodical enhancement of rent was not made initially. All along appellant is continuing as a tenant by paying lesser monthly rent. Only in the year 2021, process to fix fair rent had been undertaken. Thereafter, AG & OT assessed market rent prevailing in that locality and fixed a sum of Rs.21,000/- as fair rent. Even the said amount has not been paid by appellant. Considering the fact that appellant is a defaulter in payment of rent as well as rental arrears, appeal is to be rejected.



5. During the course of adjudication of issues raised between parties, this Court could able to ascertain that lease deeds were not executed in a proper format initially. Even the period of lease has not been mentioned in lease rent signed between AG & OT and appellant in the present case. Fixing period of lease is a mandatory clause required and it was not followed previously.

6. However, learned counsel for AG & OT would submit that from 2019 onwards revised lease deed procedures have been adopted and other conditions are clearly stipulated in lease deeds. In this regard, AG & OT is directed to look into the lease deed and clauses stipulated, and if required, take necessary action to revisit the clauses, so as to protect the interest and property vest with AG & OT and if necessary, make suitable amendments in lease deeds by incorporating necessary clauses.

7. Further, it is brought to the notice of this Court that fair rent has not been fixed periodically as required under law. Fair rent is to be fixed periodically, and in this regard, AG & OT has to adopt a procedure, so as to ensure that rent originally fixed is revised periodically by assessing market rent prevailing in the locality, where property situates. In this regard also suitable clauses are to be incorporated in lease deed.

8. In the event of failure on part of AG & OT to revise rent periodically,



AG & OT is to be held responsible and accountable for financial loss occurred to the estate vest on AG & OT. In this regard, register is to be maintained properly, so as to ensure that lease agreement is properly signed, rent is fixed in commensuration with the market value and enhanced rent periodically made is also to be registered properly in accordance with law.

9. Property vest with AG & OT is to be administered properly and any irregularity or illegality in dealing with properties are to be viewed seriously. During the course of adjudication of present appeal, this Court could able to form an opinion that such a procedure, as mandated under law has not been followed by AG & OT in the matter of entering into lease agreement, fixation of fair rent and related matters. All such errors, mistakes or irregularities are directed to be corrected. Properties, its accounts and all related matters are to be scrupulously maintained by following procedure in a transparent manner and in accordance with law.

10. As far as the case on hand is concerned, appellant is continuing as a tenant from the year 2010. Rent was enhanced for the first time in the year 2021 and fair rent of Rs.21,000/- per month has been fixed with effect from 01.07.2022. Appellant failed to pay rent as well as rental arrears. Thus, this Court do not find any infirmity in respect of order passed by learned Single Judge, directing appellant/tenant to vacate and hand over physical possession of property to AG & OT.



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11. In respect of the submission made on behalf of appellant, this Court is not expected to fix fair rent without any basis. Court, not being an expert body, is not expected to fix fair rent, which is the job to be undertaken by AG & OT in the present case. Fixation of fair rent require an assessment of market rent prevailing in a particular locality and such an effort cannot be undertaken by the Court while dealing with the matters. Such an effort is to be taken by an expert body under the leadership of the AG &OT. Therefore, the submissions made on behalf of appellant to reduce enhanced rent need not be considered. If a tenant is raising any difficulty in payment of rent, only option left open to him is to pay the rental arrears and vacate the premises and hand over vacant possession to AG &OT. There cannot be any compromise in fixing fair rent or recovering the same, which is the duty mandated on AG & OT.

12. Mr.Devanathan, learned counsel for appellant would submit that appellant is willing to continue as a tenant in the premises. Thus, the following directions are issued:

(a) If appellant is willing to continue as a tenant in the premises, he is directed to pay the rental arrears of Rs.6,95,977/- as on 31.10.2025 within a period of four weeks from the date of receipt of a copy of this order.

(b) Further rental arrears from 01.11.2025 to till date is directed to be settled within a period of six weeks from the date of receipt of a copy of this order.



(c) Enhanced rent of Rs.30,000/- is directed to be paid on monthly basis on or before 10th day of every calendar month without committing any default.

(d) In the event of committing any default in payment of monthly rent or settlement of arrears as directed above, AG & OT is directed to take action on such default, and immediately evict appellant/tenant from the premises and secure vacant possession without causing any further delay.

13. With the above directions, Original Side Appeal is dismissed. In view of the order passed in OSA.No.166 of 2025, no further orders are required in OSA.No.262 of 2022. Accordingly, OSA.No.262 of 2022 is closed. No costs. Consequently, the connected Miscellaneous petitions, if any, are closed.

(S.M.SUBRAMANIAM J.)(MOHAMMED SHAFFIQ J.)

11-11-2025

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Index:Yes/No

Speaking/Non-speaking order

Internet:Yes

Neutral Citation:Yes/No



OSA No. 166 of 2025



To

1. The Administrator General And
Official
Trustee of Tamil Nadu, High Court
Campus, Chennai 104



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OSA No. 166 of 2025



**S.M.SUBRAMANIAM J.
AND
MOHAMMED SHAFFIQ J.**

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