



A NO. 2417 of 2024



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: -01-2025

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THE HONOURABLE MR JUSTICE A.A.NAKKIRAN

A NO. 2417 of 2024

in

CS NO. 645 of 2017

V.Balaji

Propr.Sri Jai Ganesh Marine Unit Plot No.64, Fishing Harbour
Complex, Royapuram, Chennai-600 013.

Applicant(s)

Vs

The Chennai Port Trust and 2 others

Rep.by Chairman , Rajaji Salai, Chennai-600 001. and 2 Others

Respondent(s)

For Applicant(s):

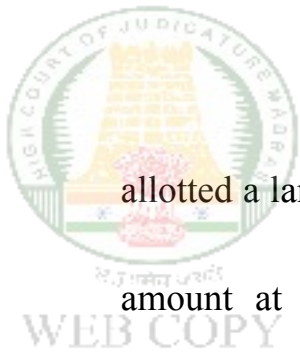
Mr.K.V.Sundararajan

For Respondent(s):

Mr.Hajamohideen Gisthi

ORDER

This application has been filed by the applicant seeking to direct the Respondents, to remove the seal and Blocks from the entrances in the Premises, enabling the applicant to use the Petition Premises.

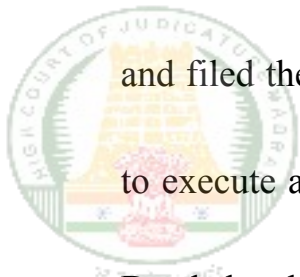


2.The learned counsel for the applicant has submitted that the  was

allotted a land at Plot No.64 in the premises of the 1st respondent fixing the rental/licence fee amount at Rs.65 p.a. per Sq.mtr. After getting permission, the applicant had put up construction and set up Ice Plant by spending huge amount of Rs.50 lacs in the said plot. The terms of the Licence/Lease period was for 10 years. During 2001, the rent/Licence fee was enhanced from Rs.65/- p.a. per sq.mtr. to Rs.80/- p.a. per sq.mtr and subsequently, it has been enhanced to Rs.120/- seeking for additional security deposit.

3.It has been further submitted that against the above enhancement of the rent/Licence fee, the suit in O.S. No.6109 of 2013 filed by the applicant was partly decreed in favour of the applicant by Judgment and Decree dated 31.07.2019 by granting permanent injunction, not to disturb the applicant except by way of following due process of law and A.S. No.42 of 2012 filed by the respondents was dismissed confirming the Judgment of the Trial Court and thereafter, they have filed S.A. No.942 of 2022 before this Court which is now pending.

4. The learned counsel for the applicant has further submitted that as directed by this Court in WA. No.1765 of 2013 filed by the applicant due to arbitrary charging of electricity, Service Charge etc., the applicant has created a Mortgage Deed



and filed the present suit for discharging the mortgage and directing the 1st respondent

to execute and register an acknowledgement in writing to the effect that the Mortgage

Deed dated 14.07.2014 mortgaged by the applicant is discharged and consequently,

direct the 1st respondent to deliver related original documents and to pay

Rs.90,10,510/- with interest from the date of plaint till the date of realization which is

still pending before this Court. As the Mortgage Deed dated 14.07.2014 was executed

by the applicant to the 1st respondent, their relationship has been changed as Mortgagor

and Mortgagee from Lessor and Lessee. During the pendency of Second Appeal, the

Mortgagee cannot take the possession under eviction provision.

5.It has been further submitted that without considering the aforesaid facts and circumstances, a Letter dated 18.06.2022 was issued under Section 4 of the Public Premises (Eviction of unauthorized occupants) Act, 1971. An appropriate reply was sent on 26.08.2022 and the applicant had also appeared before the 3rd respondent.

Without conducting proper enquiry, the 3rd respondent had passed the impugned order dated 21.09.2022 to vacate the premises within 15 days of the date of publication failing which it was informed that they will be forcibly evicted. Further, the

respondents 1 to 3 have sealed all the entrances and prevented the applicant from using



the premises. Against the said order, CMA No.21 of 2022 filed by the applicant

allowed by order dated 26.11.2024 thereby the impugned eviction order dated 21.09.2022 is set aside.

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6. The learned counsel for the applicant has further submitted that the machineries used for manufacturing Ice, such as Compressor, Electrical Motors, Ammonia Gas Receiver and Cooling Coil and Ammonia Condensers, are to be maintained regularly. As the said premises is sealed and blocked, there is a every possibility that there can be leakage of Ammonia gas, which is very hazardous to the public in that area. In this regard, the applicant has also sent a letter dated 07.02.2024 to the respondents requesting for permission for preserving the Ammonia in cooling coil to avoid any disaster. Hence, this Court may direct the respondent to remove the seal and blocks from the entrances in the premises as prayed in the said application.

7. The learned counsel for the respondents 1 to 3 has submitted that the increase in rent is not a sudden process and is a periodical process as per clause 1(b) of lease agreement seeking along with additional security deposit. Further, the agreement made only for licence of the land to the applicant and not lease. As per the

Court order in W.A. No.1765 of 2013, the plaintiff paid the 50% of pending electricity



due amount of Rs.50,74,724/- and mortgaged buildings and machineries for the

of 50% due amount. After obtaining NOC, EB connection was obtained from

TANGEDCO directly. However, the applicant has not paid the balance due amount to

Chennai Port till date. Hence, the applicant is liable to pay Rs.50,74,724/- due to the

Chennai Port along with interest and redeem the mortgage deed.

8.It has been further submitted that as the applicant did not pay the required rent, after conducting the proper enquiry, eviction notice was served under Section 5 of the Public Premises (eviction of unauthorized occupant), 1971 dated 21.09.2022 and the applicant was evicted on 30.01.2024. Hence, the CMA No.21 of 2022 filed by the applicant would become inconsequential. There was no legal bar to seal and evict the premises. Even the 2nd respondent sealed the premises of the applicant, the buildings and machineries are still under the mortgage of the 1st respondent. No one can claim the same as the legal dispute is pending between the applicant and the 1st respondent. Since already preliminary inspection and testing was carried out in the premises, there is no noticeable safety issue in the premises that will lead to any disaster. Hence, the application is liable to be dismissed.



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9. Heard both sides and perused the material available on record.

10. On perusal of the records, it is admitted fact that in view of the enhancement of the rent, the applicant has filed the suit in O.S No.6109 of 2013 seeking permanent injunction restraining the defendants/respondents herein to collect the enhanced rent which was partly decreed restraining the defendants not to interfere with the peaceful possession without due process of law and dismissed permanent injunction on other prayers and thereafter A.S. No.42 of 2021 filed by the applicant on the aforesaid dismissal portion, has been dismissed, the applicant has filed S.A.No.942 of 2022 before this Court for their relief which is pending to decide the issue of the parties and attain finality. At the same time, it is brought to notice of the Court that the applicant has succeeded in CMA No21 of 2022 by order dated 26.11.2024 thereby the impugned eviction order dated 21.09.2022 passed by the Estate Officer, is set aside. While the suit is pending and eviction order is set aside, the seal and block to the said premises cannot be sustained and hence, this Court is inclined to allow this application directing the respondents to remove the seal and blocks from the the entrances in the premises.

11. In the result, the application stands allowed. No costs.



Index:Yes/No

Web:Yes/No

Speaking/Non Speaking

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A.A.NAKKIRAN, J.

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