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W.P.No.33689 of 2016

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 25.08.2025

CORAM :

THE HONOURABLE MRS. JUSTICE N. MALA

Writ Petition No.33689 of 2016
and WMP.No.29068 of 2016

Akbar Ali

... Petitioner

Vs.

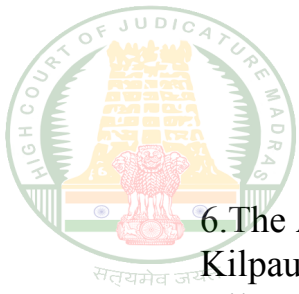
The Commissioner
Corporation of Chennai
Rippon Building, Park Town
Chennai – 600 003.

2.The Commissioner of Police
Greater Chennai Police
Veperry, Chennai – 600 007.

3.The Chairman
CMWSSB, (Chennai Metro Water Supply and Sewerage Board)
Chindatripet, Chennai – 600 002.

4.The Zonal Officer
Zone No.VII
Corporation of Chennai
Shenoy Nagar, Chennai – 600 030.

5.The Area Engineer
CMWSSB (Chennai Metro Water Supply and Sewerage Board)
Annanagar, Chennai – 102.



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6.The Assistant Commissioner of Police
Kilpauk Police Station
Kilpauk, Chennai – 600 010.

7.Mr.Parasanraj Khanria

8.Thara Khankaria.

... Respondents

PRAYER: Writ Petition filed under Article 226 of Constitution of India praying for issuance of Writ of Mandamus directing the respondents 1, 3 to 5 to act in accordance to the complaint made with regard to misuse of the premises belongs to 7 & 8 respondents as envisaged in representation dated 23.02.2016 to dislodge the respondents 7 & 8 using the place for any commercial purpose, conducting of religious function or ceremony of any nature in the premises at Door No.6, Manonmaniammal Street, Chennai – 600 010 by enforcing the rule of law contemplated under the Civil enactments either by sealing of the premises or disconnecting the amenities provided from misusing the same.

For Petitioner : Mr.V.Manohar

For Respondent : M/s.S.Gopinathan,
Standing counsel for R1 & R4.

Mr.R.Kishore Kumar for R2 & R6

Mr.Srenik S.Jain for R7 & R8

Mr.K.Subramani for R3 & R5



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ORDER

The petitioner has filed this writ petition to direct the respondents 1, 3 to 5 to act in accordance to the complaint made with regard to misuse of the premises belongs to 7 & 8 respondents as envisaged in representation dated 23.02.2016 to dislodge the respondents 7 & 8 using the place for any commercial purpose, conducting of religious function or ceremony of any nature in the premises at Door No.6, Manonmaniammal Street, Chennai – 600 010 by enforcing the rule of law contemplated under the Civil enactments either by sealing of the premises or disconnecting the amenities provided from misusing the same.

2. Today, when the matter is taken up for hearing, the learned counsel for the petitioner submitted that the petitioner and the respondents 7 and 8 have entered into a Memorandum of Compromise dated 23.04.2025, signed by the both the parties and their respective counsel on record. The aforesaid Memorandum of Compromise dated 23.04.2025 is taken up on record. The relevant portion is extracted hereunder :-



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“In view of the Compromise an amicable solution arrived between the parties, the Respondents 7 & 8 herein agrees to the following rights towards usage of the property.

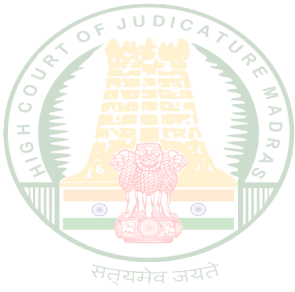
RIGHTS:

a) The subject Property can be let out as a Guest House.

b) The Subject Property can be used for the family and immediate relatives' functions, without disturbance to the neighbours.

c) The Property can be used for the religious functions which does not have any commercial gains.

d) The Respondent 7 & 8 shall make sure the sufficient parking space is provided for the guest attending the said function, without disturbing or causing any nuisance to the residence of the said street.



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e) The usage of band musicians for religious functions shall be permitted for limited period of time.

RESTRICTIONS:

a) Not to conduct Marriage, Communal Ceremonies or Sangeeth functions in the subject property.

b) Not to use loud music, however, music at low phase in the morning hours used as per the Government rules shall be permitted, without using of loudspeaker or gadgets.

c) Not to permit vehicle parking on the streets.

d) No tot dump food waste either inside or outside of the campus and to arrange for pickup for garbage immediately after each function.



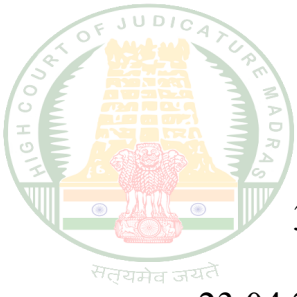
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2. The Respondent 7 & 8 requested and hereby agreed that the Respondent 7 & 8 to conduct the following functions on the following dates which are already booked by Third Party on 3rd to 12th May 2025, 21st to 23rd November 2025 and on 28th November to 1st December 2025, however it is further agreed between the parties that apart from the said functions agreed to be conducted in the said subject property the Respondent 7 & 8 shall not take any further booking for any functions except for those stated in the Clause 1 stated supra.

3. Having regards to the rights and obligations stated under this agreement the parties to the writ petition agreed to dispose in accordance to ensure proper usage of the premises without any transgression to others peaceful life in the locality in future.”



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3. In view of the above Memorandum of Compromise dated 23.04.2025 entered between the parties, nothing survives in this writ petition for further adjudication.

4. Recording the same, this writ petition is closed. No costs.
Consequently, connected miscellaneous petition is closed.

25.08.2025

dpq/tsh

Index : Yes/No
Speaking Order : Yes/No
Neutral Citation : Yes/No

To:

The Commissioner
Corporation of Chennai
Rippon Building, Park Town
Chennai – 600 003.

2.The Commissioner of Police
Greater Chennai Police
Veperry, Chennai – 600 007.

3.The Chairman
CMWSSB, (Chennai Metro Water Supply and Sewerage Board)
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4.The Zonal Officer
Zone No.VII
Corporation of Chennai
Shenoy Nagar, Chennai – 600 030.

5.The Area Engineer
CMWSSB (Chennai Metro Water Supply and Sewerage Board)
Annanagar, Chennai – 102.

6.The Assistant Commissioner of Police
Kilpauk Police Station
Kilpauk, Chennai – 600 010.

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