



W.P.No.19432 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 29.05.2025

CORAM:

THE HONOURABLE MRS. JUSTICE T.V.THAMILSELVI

W.P.No.19432 of 2025

and

WMP.Nos.21699 & 21710 of 2025

Jags Educational Trust,
Rep. by its Authorised Representative,
Ms.Aarthi Duraisamy,
Plot Nos.5&6, Ambal Nagar,
Pallikaranai,
Chennai – 100.

...Petitioner

-Vs-

1.The Temple Administration,
Arulmigu Lakshmi Narayana Perumal Temple (Main Temple),
Arulmigu Aathipureeswarar Temple (Sub Temple),
Arulmigu Veerathamman Temple (Sub Temple),
HR & CE Department, Government of Tamil Nadu,
Pallikaranai, Chennai – 600 100.

2.The Executive Officer,
Arulmigu Lakshmi Narayana Perumal Temple (Main Temple),
Arulmigu Aathipureeswarar Temple (Sub Temple),
Arulmigu Veerathamman Temple (Sub Temple),
Pallikaranai, Chennai – 600 100.

3.The Thakkar,
Arulmigu Lakshmi Narayana Perumal Temple (Main Temple),
Arulmigu Aathipureeswarar Temple (Sub Temple),
Arulmigu Veerathamman Temple (Sub Temple),
Pallikaranai, Chennai – 600 100.

...Respondents



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PRAYER: Writ Petition filed under Article 226 of the Constitution of India, praying for the issuance of a direction in the nature of Writ of Certiorarified Mandamus, to call for the records of the impugned notices dated 21.04.2025 and 14.05.2025 on the file of the respondents, quash the same and all consequential actions thereto, including the sealing of the leased premises, and consequently direct the respondents to forthwith unseal the property to enable the petitioner to use the same in terms of the lease deed dated 30.04.2024 and the approvals already granted.

For Petitioner : Mr.E.Om Prakash,
Senior Counsel
for M/s.MP.Gunasri

For R1 to R3 : Mr.N.R.R.Arun Natarajan,
Special Government Pleader (HR & CE)

ORDER

This writ petition has been filed to quash the notices dated 21.04.2025 and 14.05.2025 on the file of the respondents and all consequential actions thereto, including the sealing of the leased premises and consequently to direct the respondents to forthwith unseal the property to enable the petitioner Trust to use the same in terms of the Lease Deed dated 30.04.2024 and the approvals already granted.

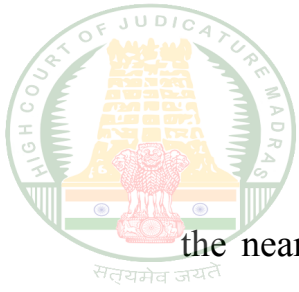


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2.The petitioner states that it is a duly registered educational trust operating a school. The petitioner became the successful bidder in the auction conducted by the respondent Temple on 22.02.2024 for the lease of vacant land to be used for sports and educational purposes. A commercial Lease Deed dated 30.04.2024 was executed between the Petitioner herein and the Temple authorities and it has been duly signed by the 3rd Respondent for usage of the Vacant land admeasuring 40350 sq.ft. situated at Survey No.250, Lakshminarayana Perumal Street, Pallikaranai, Chennai, as a school playground and for putting up temporary classrooms and sheds.

3.The petitioner further states that the said lease was granted on payment of Rs.2,25,785/- per month for the whole year. The lease is said to have commenced from June 2024 and the monthly rents have been adjusted from the amount paid and the same continues to be in force. The petitioner states that the said property, at the time of the grant of lease, was with thorny shrubs and was in a inhabitable condition. Pursuant to the lease, when the authorities visited the property for handing over, it was found that approximately 4900 sq.ft. of the land was lying as part of road for access to



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the nearby layout of house plots and was not the temple property. Further huge electric poles for transmission of electricity are running across the land.

Hence, the petitioner could not be put in possession of the property as per the lease deed. The portion of the land is thus inaccessible and unusable, directly affecting the utility and value of the property.

4.The petitioner further states that they had engaged surveyors to measure the leased land, and based on the report submitted by them, it was found that only 35,450.259 square feet was handed over to the petitioner. However, as per the lease agreement, the total extent of land leased was 40,350 sq.ft. Thus, there is a shortfall of 4,900 sq.ft. Though the said issue was brought to the attention to the authorities concerned during various interactions, no effective resolution has been provided to the petitioner. The petitioner states that possession was finally delivered to the petitioner only in the month of November, 2024, after the issuance of approval letter dated 05.09.2024, wherein, the respondents had assured that they would remove the electric poles and transmission lines across the property.



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5.The petitioner further states that the Temple Administration issued approval letter dated 12.11.2024 permitting the petitioner to construct temporary classrooms, toilets and sheds on the leased premises. It is the case of the petitioner that they have invested substantial efforts and resources in bringing the lands to a usable condition.

6.The petitioner states that a part of the land is elevated as a Tennis Court and students are imparted tennis coaching in the said portion. When the petitioner started commencing the construction of temporary sheds, they were served with a notice on 09.05.2025 alleging that the petitioner Trust has violated the lease terms and directing immediate cessation of all activities.

7.It is the contention of the petitioner that they have not violated any of the terms of the lease and the land is only being utilised for sports activities and only for that purpose, the petitioner is putting up a temporary structure strictly in accordance with the approval already granted. Therefore, the petitioner assails the impugned notice as illegal.



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8. When the matter was taken up, learned Special Government Pleader appearing for the respondents 1 to 3 submitted that, by violating the terms of the lease, the petitioner Trust has attempted to put up a permanent structure and they have laid foundation and erected iron pillars which was noticed by the Temple authorities and therefore, they have issued the impugned notice since the petitioner has violated the terms.

9. In reply, the learned Senior Counsel appearing for the petitioner submitted that the respondents have wrongly concluded that the petitioner is putting up a permanent structure, but the petitioner has laid foundation and raised pillars only to put up a temporary structure for Tennis Court in the leased premises as per the lease terms. The learned Senior Counsel further submitted that the petitioner is even inclined to stop the construction.

10. The learned Special Government Pleader, in reply, submitted that, on seeing the foundation laid and the pillars raised by the petitioner, the respondents are apprehending that the petitioner is trying to put up a two storied building in the property by violating the terms of the lease.

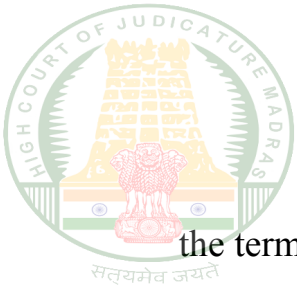


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11.As suggested by this Court, the petitioner has filed an undertaking affidavit, dated 29.05.2025. In the affidavit, the petitioner has undertaken that there will not be any further construction and till the enquiry is conducted and respondents decide the issue, the land will only be utilised for sports activities including Tennis Courts and playground as per the lease agreement and not otherwise. The petitioner has also undertaken that the petitioner would not violate the terms of the lease and would strictly adhere to the lease terms. The petitioner has further undertaken that they would not continue with further construction and they would use the land only for sports activities. The petitioner has further assured that there will not be any two storied building as apprehended by the respondents. The said undertaking affidavit is recorded. Learned Senior Counsel further submitted that the petitioner would cooperative for the enquiry as he submitted reply to the notice by way of undertaking affidavit, agree to settle the issues before the Joint Commissioner, HR & CE Department.

12.It is made clear that if the foundation laid and the pillars erected are used for Tennis Court, let it be used, or otherwise, it can be settled as per



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the terms between the parties. Both the parties are directed to go for enquiry before the Joint Commissioner, HR & CE Department, and the Joint Commissioner shall conduct the enquiry and settle the disputes between the parties within a period of six weeks. In the meantime, the property is permitted to be used as Tennis Court and for sports activities strictly in accordance with the terms and conditions of the lease without any deviation. Respondents are directed to unseal the property forthwith.

13. With these directions, this writ petition is disposed of. The undertaking affidavit filed by the petitioner, dated 29.05.2025, shall form part of the order. No costs. Consequently, connected miscellaneous petitions are closed.

29.05.2025

mkn/cda

Internet : Yes

Index : Yes / No

Speaking / Non-Speaking Order

Neutral Citation : Yes / No



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To
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