



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 06.03.2025

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THE HONOURABLE Mr.JUSTICE S.S.SUNDAR

**A NO. 5989 OF 2023
in O.P.No.109 of 1942**

M.Swaminathan
S/o.Murugaiyan, No.47, Moore Street, Parrys,
Chennai 600 001.

..... Petitioner

Vs

Administrator General and Official Trustee
High Court Campus, Chennai 600 104.

....Respondent

For Petitioner : Mr.V.Devanathan

For Respondent: Mr.D.Lingeswran, AG&OT

ORDER

Though this Court had earlier dismissed the application in A.No.5989 of 2023 vide order dated 30.01.2025, the same is recalled today, in view of the review application filed by the applicant in Rev.Aplo.No.3 of 2025.

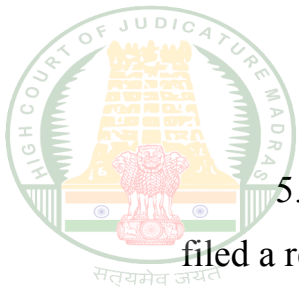
2. The application in A.No.5989 of 2023 is filed challenging the proceedings of the AG&OT dated 30.06.2022, in which the AG&OT had intimated the applicant about the fair rent fixed at Rs.21,000/- per month w.e.f. 01.07.2022 in respect of the property in which the applicant is in



occupation. In the said communication, the AG&OT had called upon the applicant to pay the rental arrears and administrative charges amounting to Rs.74,674/-, which the applicant has not agreed to pay. Hence, this application.

3.The learned AG&OT had filed a report in which it is contended that the Office of AG&OT had taken applications in A.Nos.9617 to 9620 of 2019 for certain reliefs, when the tenant had defaulted in making payment of rents since November 2019. Pending the applications, the parties have entered into a compromise in which the tenant had agreed to pay the enhanced rent of Rs.12,662/- + GST per month for the Trust property commencing from September 2021. This was recorded and an award was passed on 11.09.2021 by the Lok Adalath. The tenant had agreed to pay the accumulated rental arrears to the tune of Rs.1,35,800/- + GST in four equal monthly instalments commencing from October 2021, failing which, he would vacate and hand over possession of the subject property.

4. The learned AG&OT would submit that since the tenant had omitted to pay the rental arrears as agreed by them in the compromise, the property was locked and sealed on 05.01.2022. Thereafter, subsequent events have taken place viz., the tenant had paid the rental arrears as ordered by this Court and the subject premises was de-sealed. According to AG&OT, pursuant to the directions of this Court, a discussion took place between the tenant and AG&OT in the Office of AG&OT on 28.06.2022. In furtherance to the same, the impugned proceedings came to be issued.



5. Heard the learned counsel on both sides. The learned AG&OT has filed a report.

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6. This Court after hearing the parties at length, now propose to pass a fresh order in this application, since the earlier order of this Court was recalled vide order dated 06.03.2025 in Rev.Aplo No.3 of 2025.

7. Admittedly, the Lok Adalat award was passed in pursuance to the compromise that was entered between the parties. That apart, after holding a discussion with the tenant, the AG&OT had fixed the fair rent and also arrived at the rental arrears pending, which according to AG&OT was agreeable even to the tenant. Further, the subject property is located at Moore Street, which is a prime commercial locality in Chennai. Therefore, this Court is of the view that the fair rent fixed at Rs.21,000/- per month, cannot be considered as arbitrary or illegal.

8. The learned AG&OT would now submit that in pursuance to the order of this Court dated 30.01.2025 in A.No.5989 of 2023, (which has now been recalled in Rev.Aplo.No.3 of 2025) his Office had already taken possession of the property, however, the belongings of the tenant are found intact in the property. Now, the learned AG&OT has come with a new offer that the tenant/applicant may continue to be a tenant of the property, provided, he agrees to pay a lease rent of Rs.30,000/- per month.

9. This Court is of the view that the fair rent fixed by the Office of



AG&OT for the subject property vide its proceedings dated 30.06.2022, is reasonable. Therefore, this Court is not inclined to entertain this application filed by the tenant/applicant to set aside the impunged proceedings of the AG&OT dated 30.06.2022. Accordingly, the present application stands dismissed. The tenant/applicant is required to pay the admitted arrears of rent as agreed and in par with the communication of AG&OT dated 30.06.2022,

10. The learned AG&OT shall proceed with a fresh lease. The AG&OT is now directed to de-seal the premises so as to enable the tenant to remove all his belongings, and the tenant can proceed after due intimation to the Office of AG&OT. Since, the tenant has not expressed his willingness to execute a fresh lease deed and to pay the revised rent as of today i.e., Rs.30,000/- per month, it is open to the learned AG&OT to take physical possession of the premises. However, considering the fact that the applicant is doing business for a long time, the learned AG&OT shall provide reasonable time to the tenant to vacate and hand over the physical possession of the property, which cannot be beyond two months from this date.

06-03-2025

ds

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