



WEB COPY



W.P.No.34579 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 10.10.2025

CORAM :

THE HONOURABLE MR.JUSTICE C.SARAVANAN

W.P.No.34579 of 2023

and

W.M.P.No.34497 of 2023

O.Karuppathevan

... Petitioner

Vs.

1.The Managing Director,
TASMAC, CMDA Tower – II,
Egmore, Chennai – 600 008.

2.The Senior Regional Manager,
TASMAC, Chennai Region,
735, IV Floor, L.L.A.Building,
Anna Salai, Chennai – 600 002.

3.The District Manager (Deputy Collector)
TASMAC,
Thiruvallur East,
Thirumazhisai, Thiruvallur – 602 001.

... Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India, for issuance of a Writ of Mandamus, to direct the Respondents to pay the arrears of rent of Rs.72,80,000/- to the Petitioner for the shop No.9060 in No.5/4, Bharathi Salai, Andavar Nagar, Ramapuram, Chennai – 600 089 within a time frame to be fixed by this Court and consequently direct the Respondents



W.P.No.34579 of 2023

to forthwith hand over vacant possession of the said shop to the Petitioner by restoring the said shop to its original condition as on 21.06.2017.

For Petitioner : Mrs.Nalini Chidambaram
Senior Counsel for
M/s.C.Uma

For Respondents : Mr.K.Balakrishnan
Standing Counsel for R1 and R2
Mr.P.Balathandayutham
Special Government Pleader for R3

ORDER

The Petitioner's shop was taken on lease by the third respondent as early as 22.06.2017. However after paying the advance deposit of Rs.5,20,000/-, the Petitioner has not received any agreed rent of Rs.1,04,000/- per month till date.

2. It is submitted that the Petitioner has also sent a representation as early as 28.08.2023, which has not evoked any response. Hence, the Petitioner is before this Court for a mandamus to direct the respondents to to pay the arrears of rent of Rs.72,80,000/- to the Petitioner for the shop No.9060 in No.5/4, Bharathi Salai, Andavar Nagar, Ramapuram, Chennai – 600 089 and consequently direct the Respondents to forthwith hand over the



W.P.No.34579 of 2023

vacant possession of the said shop to the Petitioner by restoring the said shop to its original condition as on 21.06.2017.

3. The learned Standing Counsel for the 1st and 2nd Respondents and the learned Special Government Pleader for the 3rd Respondent on the other hand would submit that although lease agreement was signed as early as 26.02.2017, on account of various factors the TASMACH shop could not be operated from the leased premises and therefore no rents have been paid to the Petitioner.

4. The stand of the Respondents TASMACH Department is unjustified, as they are duty bound to pay the rents due under the aforesaid lease agreement dated 22.06.2017.

5. In case, the lease premises was not required, respondents ought to have surrendered the property back to the Petitioner.

6. Considering the same, there shall be a direction to the third Respondent to address the issues raised in the Petitioner's representation



W.P.No.34579 of 2023

dated 28.08.2023, for payment of the arrears of rents and to take steps to hand over the lease premises back to the Petitioner in original conditions, within a period of four weeks from the date of receipt of a copy of this order.

7. This Writ Petition stands disposed of with the above observations.

No costs. Connected Writ Miscellaneous Petition is closed.

10.10.2025

Neutral Citation : Yes / No

jas

To:

- 1.The Managing Director,
TASMAC, CMDA Tower – II,
Egmore, Chennai – 600 008.
- 2.The Senior Regional Manager,
TASMAC, Chennai Region,
735, IV Floor, L.L.A.Building,
Anna Salai, Chennai – 600 002.
- 3.The District Manager (Deputy Collector)
TASMAC,
Thiruvallur East,
Thirumazhisai, Thiruvallur – 602 001.



WEB COPY



W.P.No.34579 of 2023

C.SARAVANAN, J.
jas

W.P.No.34579 of 2023
and
W.M.P.No.34497 of 2023

10.10.2025