



W.P.No.37471 of 2024

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 20.03.2025

CORAM :

THE HON'BLE MR.JUSTICE D.BHARATHA CHAKRAVARTHY

W.P.No.37471 of 2024
and W.M.P.No.40501 of 2024

K.M.Ramesh

.. Petitioner

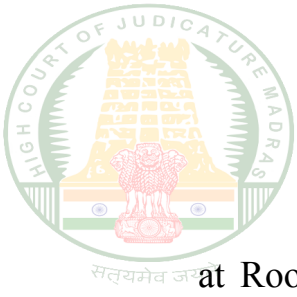
Versus

1. The Life Insurance Corporation of India,
Rep. by the Estate Officer,
Anna Salai,
Chennai - 600 002.

2. The Secretary,
Estates Department,
Life Insurance Corporation of India,
Anna Salai, Chennai - 600 002.

.. Respondents

Prayer : Writ Petition filed under Article 226 of the Constitution of India, pleaded to issue a Writ of Certiorarified Mandamus to call for the records relating to the order, dated 19.11.2024 passed by the second respondent, to quash the same as arbitrary and consequently direct the respondents to transfer the tenancy in the name of the petitioner for the occupied premises



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at Room No.16, Andhra Insurance Building, 3rd Floor, Old No.156, New No.323, Thambu Chetty Street, Chennai - 600 001.

For Petitioner : Mr.S.Arivazhagan

For Respondents : Mr.R.S.Anandan

ORDER

This Writ Petition is filed calling for the records relating to the impugned order, dated 19.11.2024. By the said order, the prayer, that is made by the petitioner, to transfer the tenancy in his name, stood rejected.

2. It is the contention of the petitioner that the premises were leased out to one *K.Venkataraman*, Advocate. In view of the advanced age, he stopped practice and the petitioner, being his junior, is continuing in the same office, same premises and all the briefs have been handed over to him. Therefore, he made a request to change the tenancy also in his name. The same should be accepted by the respondent, the Life Insurance Corporation of India.



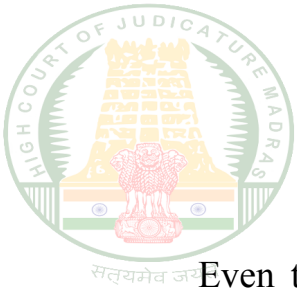
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3. Per *contra*, *Mr.R.S.Anandan*, learned Counsel for the respondent the Life Insurance Corporation of India would submit that there is no provision to transfer the tenancy from one person's name to another person's name. The concept of junior-senior relationship cannot be recognised in terms of the Estate Rules and the law relating to lease that is followed by the respondent Corporation. If that is to be taken, in respect of every office, the juniors will keep on claiming that they are only the juniors and therefore, the Life Insurance Corporation of India will not be in a position to properly advertise the premises and to select the tenant, who offers the best price as a tenant.

4. I have considered the rival submissions made on either side and perused the material records of the case.

5. I am in agreement with the learned Counsel for the respondent.



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Even though the claim of the petitioner, otherwise in the parlance of the senior-junior relationship and the law offices, is very much understandable by this Court, but, when it comes to the relationship with third parties, such as the Life Insurance Corporation of India, they cannot claim any succession and in that context of the matter, they cannot claim the name transfer as a matter of right.

6. Now, the Corporation has written a letter to the senior of the petitioner on 19.03.2025 whether he wants to renew the lease or would like to vacate the premises. Since the senior has already written a letter on 14.09.2024 that he is not interested in continuing the lease, the respondent Corporation will be at liberty to advertise the premises. But, they need not insist the petitioner to vacate the premises. They can proceed ahead and advertise for lease including the premises that are occupied by the petitioner. The petitioner shall permit the prospective bidders to inspect the premises. The petitioner can also participate in the tender. If the petitioner is the



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highest bidder, then, a fresh lease can be entered into with the petitioner.

7. In any event, additionally, an option can also be given to the petitioner to match the highest bidder and if the petitioner matches the highest bid, then also, preference can be given to the petitioner and the lease can be entered into in the name of the petitioner. But, if the petitioner fails to match the offer of any other highest bidder, then, the respondent Corporation shall issue a notice to the petitioner and as per the time indicated in the letter, the petitioner can vacate and hand over the possession. If the petitioner enters into a tenancy, the petitioner can continue with the tenancy.

8. The above order is passed considering the peculiar facts and circumstances of the case. Needless to mention that in the interregnum period, the petitioner shall continue to pay the monthly rent without any default including the enhanced rates taking into account the period of



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occupation and the respondent Corporation shall accept the same without prejudice to their contentions.

9. With the above observations, this Writ Petition is disposed of.

There shall be no order as to costs. Consequently, connected miscellaneous petition is closed.

20.03.2025

Neutral Citation : no
grs

To

1. The Estate Officer,
The Life Insurance Corporation of India,
Anna Salai,
Chennai - 600 002.

2. The Secretary,
Estates Department,
Life Insurance Corporation of India,
Anna Salai, Chennai - 600 002.



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