



W.P(MD)No.13741 of 2019

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 03.11.2025

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THE HONOURABLE MR.JUSTICE G.R.SWAMINATHAN

W.P(MD)No.13741 of 2019

V.Kondama Reddy

... Petitioner

Vs.

1.The Principal District Judge,
Madurai District,
Madurai.

2.The Executive Engineer (O & M),
Public Works Department,
Madurai.

... Respondents

Prayer : Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Mandamus, to direct the respondents 1 and 2 to disburse immediately the monthly rent Rs.22,152/- for the Ground Floor Court building Vadipatti from 1.2.2018 upto 31.5.2019 a sum of Rs.3,54,432/- and monthly rent Rs.27,607/- for the First and Second Floor Court building Vadipatti from 24.6.2017 upto 31.5.2019 a sum of Rs.6,39,563/- totalling a sum of Rs.9,93,995/- as per the rental agreements relating to the building of District Munsif Court Vadipatti and Judicial Magistrate Court, Vadipatti with interest.



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For Petitioner : Mr.R.Devaraj

For Respondents : Mr.D.Sivaraman
for R1

ORDER

Heard both sides.

2. Rental agreement dated 03.12.2014 was executed between the writ petitioner and the first respondent. The ground floor alone was let out so that in the rented building, the Court of District Munsif cum Judicial Magistrate, Vadipatti can run. Subsequently, there was a bifurcation of the Courts. The petitioner was called upon to construct first and second floors and this appears to have been a oral request made from the first respondent. The petitioner complied with the said request and constructed the first floor as well as the second floor. It is needless to mention that the Court of District Munsif, Vadipatti was functioning in the first floor of the building since 24.06.2017 till 01.02.2021. In the second floor, the bar association was run with the attached toilet facilities. When the lease agreement was originally executed, since the ground floor portion alone was available, the monthly rent was fixed at Rs. 22,152/-. Unfortunately, the supplementary agreement dated 03.04.2019 entered into between the parties did not contain clear terms. The building itself was vacated on 01.02.2021. It is not in dispute that the monthly rent of Rs.



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22,512/- alone was paid throughout. This writ petition has been filed calling upon the first respondent to pay the monthly rent payable for the occupation of the first floor and the second floor.

3. The matter was referred to the mediation and the second respondent fixed the rent for the ground floor of Rs.20,742/- and the rent for the first and second floor at Rs.27,607/-. Since the arrears payable by the first respondent comes to Rs.11,87,101/-, this amount has to be necessarily paid by the first respondent. The petitioner is a senior citizen. He is aged about 82 years. It is not fair to delay the matter any further. That is why, even though the building committee of the high Court is said to be seized of the matter, I do not propose to adjourn the case on this ground.

4. The first respondent had filed counter affidavit and the learned standing counsel took me through its contents.

5. The transaction was between the first respondent and the writ petitioner. Since the liability of the first respondent is not in doubt, I direct the first respondent to pay the aforesaid sum of Rs.11,87,101/- to the writ petitioner within a period of eight weeks from the date of receipt of a copy of this order.



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If within the said period, the amount is paid in full, it will not carry interest.

If there is a default on the part of the first respondent, it will carry interest at the rate of 6% per annum with effect from 01.02.2021.

6. The learned counsel for the petitioner however insisted that the interest component should also be included. I decline to issue any direction in this regard for more than one reason. The very maintainability of the writ petition can then be questioned by the respondents. The transaction was purely civil in nature and for recovery of the rental arrears. The petitioner may only have to go to the civil Court. Since I am entertaining the writ petition and granting relief by exercising extraordinary jurisdiction, I do not direct them to pay interest. This is all the more so because, the petitioner has to take part of the blame. He ought to have entered into a proper rental agreement. Not having done so, he may not be entitled to seek interest in writ proceedings.

7. The writ petition is allowed on these terms. No costs.

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Index : Yes / No
Internet : Yes/ No
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To

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The Principal District Judge,
Madurai District,
Madurai.



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G.R.SWAMINATHAN, J.

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