



W.P(MD)No.16980 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 24.06.2025

CORAM

THE HONOURABLE MR.JUSTICE C.SARAVANAN

W.P(MD)No.16980 of 2025

C.Selvakumar

... Petitioner

Vs.

The Commissioner,
Tirunelveli Corporation,
Tirunelveli - 627002.

...Respondent

Prayer: Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Mandamus, directing the respondent to reassess the rent payable by the petitioner for shop No.G-1, Palayamkottai Bus stand Complex, with the revised rent (Rs.100/- per sq.ft) applicable to new allottees or direct the respondent to refund the petitioner's deposit of Rs.10,00,000/- and advance of Rs.3,60,000/- after deducting any rental dues as per the reassessed rent applicable to new allottees.

For Petitioner

: Mr.Suresh Manickam
For M/s.M.Anantha Devi

For Respondent

: Mr.A.Sivanu Pandian



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ORDER

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This writ petition has been filed for a Mandamus to direct the respondent to reassess the rent payable by the petitioner for shop No.G-1, Palayamkottai Bus stand Complex, with the revised rent (Rs.100/- per sq.ft) applicable to new allottees or direct the respondent to refund the petitioner's deposit of Rs.10,00,000/- and advance of Rs.3,60,000/- after deducting any rental dues as per the reassessed rent applicable to new allottees.

2. The petitioner was a successful bidder in the auction conducted for allotment of shops constructed by the respondent at the Palayamkottai Bus Stand. There are about 70 shops were constructed, out of which 14 shops were given for rent pursuant to the auction for a period of three years between the year 2021 and 2025. The petitioner appears to have paid a sum of Rs.10,00,000/- as a security deposit and Rs.3,60,000/- as advance rent for the first 12 months. Thereafter, the petitioner appears to have made intermittent payment for a sum of Rs.1,91,647/- which according to the petitioner covers the rent for the period upto first 15 months.

3. It is the specific case of the petitioner that the rent fixed by the respondent in the auction notice was very high and anticipating the proper



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service and footfall, the petitioner participated in the tender and paid the aforesaid amount. However, it is submitted that the rent fixed was high and the basic amenities such as toilets, water supply, and emergency power connection have not been provided, resulting in most of the shops remaining vacant and only three shops are running at present. It is submitted that the petitioner is willing to take the shop on revised rent if any. It is submitted that after the present writ petition was filed and in response to the petitioner's representation dated 06.06.2025, the respondent is now blaming the petitioner stating that the petitioner is unable to get a sub-lessee.

4. The learned counsel for the respondent submits that the petitioner entered into a contract after the petitioner's offer was accepted by the respondent and therefore, the petitioner cannot ask for reduction in the rent. That apart, it is submitted that the petitioner has failed to pay the rent for the period from the 16th month and till date, the petitioner has kept the shop closed. Therefore, the petitioner has defaulted and required to hand over the possession back to the respondent Corporation. It is also submitted that the respondent, in its reply dated 18.06.2025 has clearly explained the reasons for rejecting the petitioner's request.



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5. I have considered the arguments advanced by the learned counsel for the petitioner and the learned counsel for the respondent.

6. The petitioner has made an offer, which was accepted, pursuant to which shop was leased to the petitioner. There are several factors that contributed to the petitioner to keep the shop in lock from the 15th month and not to pay the rent. However, the petitioner cannot insist on retaining the key as a condition for renegotiating the rent, merely because the facilities provided by the respondent were inadequate and that the shops have not been patronized either by the business people or by the public. It is open to the petitioner to work out the remedy for recovering the amount paid in excess for the service provided for the breach of contract. However, the petitioner cannot insist on renewal of the lease period, which is admittedly coming to end in the Month of December 2025. The petitioner is at liberty to surrender the keys and work out the remedy in manner known to law. In case the petitioner wants to take the property on lease afresh, the petitioner may await for appropriate notification from the respondent inviting bids from prospective occupants for leasing the shops. There shall be direction to the respondent to accept the keys from the petitioner and they cannot insist on the petitioner to run the shop. It is also open to the



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petitioner to request the respondents to revise the rent retrospectively as has been done in the past.

7. The writ petition stands disposed of with the above liberty. No costs.

24.06.2025

NCC : Yes / No
Index : Yes / No
Internet : Yes / No
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To

1. The Joint Commissioner,
Hindu Religious and Charitable Endowment Department,
B1, Road, Ellis Nagar,
Madurai 625 016.
2. The Fit Person Cum Executive Officer,
Arulmughu Sri Muthalamman Thirukoil,
Viratti Pathu,
Mathana Gobala Swamy Temple,
West Maasi Street,
Madurai 625 001.



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C.SARAVANAN, J.

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