



W.P.(MD).No.23472 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED : 28.08.2025

CORAM

THE HONOURABLE MR.JUSTICE C.SARAVANAN

W.P(MD) No.23472 of 2025

and

W.M.P(MD) Nos.18442 and 18443 of 2025

Annai Therasa Matriculation School,
Represented by M.Arul Fatima,
Correspondents,
G.G.Road, Balarengapuram,
Madurai – 625 009.

... Petitioner

Vs.

1.Madurai Corporation,
Represented Through its Commissioner,
Madurai Corporation Building,
Madurai – 625 002.

2.The Commissioner,
Madurai Corporation,
Madurai Corporation Building,
Madurai – 625 002.

... Respondents

Prayer : Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Certiorarified Mandamus, calling for the records of the impugned order passed by the respondents herein Vide proceedings in A4/2248/2022 dated 11.08.2025 and quash the same as illegal and further direct the respondent corporation to fix the reasonable fair rent as per the original license condition and considered the special character of utilisation of building for educational purpose.



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For Petitioner : Mr.V.Meenakshi Sundaram

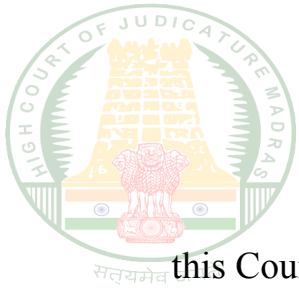
For Respondents : Mr.S.Vinayak
Standing Counsel

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ORDER

In this Writ Petition, the petitioner has challenged the impugned communication of the second respondent, dated 11.08.2025 bearing reference A4/2248/2022. By the said communication, the petitioner has been directed to deposit the arrears of rent for the period from 01.08.2019 to 01.08.2025, amounting to a sum of Rs.2,15,15,889/-, which includes both the rent and the GST payable in respect of the property leased out to the petitioner by the respondent Corporation.

2. This is the second round of litigation before this Court. Earlier, the petitioner had approached this Court by filing W.P.(MD) No.9825 of 2024 seeking a Writ of Mandamus to quash the notice issued by the second respondent (third respondent therein), whereby the rent was enhanced from Rs.8,034/- per month to Rs.2,13,312/- per month, and to consequently direct the said respondent to fix the rent by enhancing only 15% over the last rent that was paid. After considering the submissions advanced on behalf of the petitioner,



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this Court, in W.P.(MD) No.9825 of 2024, passed the following order:

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7. Considering the facts and circumstances of this case and also the fact that the petitioner has arrears of rent, this Court directs the petitioner to pay partial rent amount of Rs.50,00,000/- (Rupees Fifty Lakhs only) within a period of two weeks from today and till such time, no coercive steps shall be taken against the petitioner by the respondents. There shall also be a direction to the petitioner to make a fresh representation with regard to the aforesaid relief, before the respondents concerned, within a period of two weeks from the date of receipt of a copy of this order. On receipt of the same, the respondents are directed to consider the same on its own merits and pass appropriate orders in accordance with law, within a period of four weeks thereafter. It is also made clear that this Court has not expressed any of its views with regard to the merits of the matter and that it is open to the respondents to consider the same on its own merits.

3. Pursuant to the aforesaid order, the impugned communication has been issued.

4. The learned counsel for the petitioner would submit that the petitioner had taken over the School earlier run by the respondents Corporation, and at

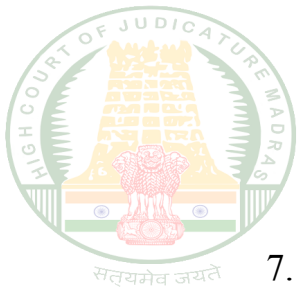


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that time, the rent fixed for the building was Rs.6,075/-. It is further submitted that though a total built-up area of 10,000 sq.ft. was leased out to the petitioner, only 6,000 sq.ft. is actually being used, while the remaining 4,000 sq.ft., consisting of 10 structures, is not being utilised as per the direction of the Education Department. It is further contended that these unused structures may, if deemed appropriate, be removed by the respondent Corporation, since they are not required by the petitioner.

5. The learned counsel for the petitioner further submitted that the rent of Rs.6,075/-, which had been fixed in the year 2007, was periodically enhanced from time to time, and thereafter, with effect from 01.08.2016, it was increased to Rs.2,13,312/- by applying G.O.Ms.No.92 of the Municipal Administration and Water Supply Department, dated 03.07.2007.

6. It is submitted that the multifold increase in rent is exorbitant and threatens the very existence of the school. The petitioner has only 203 students on roll, with about 70 faculty members appointed, and therefore, the rent of Rs.2,13,312/- fixed as per the aforesaid Government Order warrants interference.



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7. It is further submitted that providing education is primarily the responsibility of the respondents Corporation, and since the petitioner has only taken over the school earlier run by the Corporation, there is no justification for enhancing the rent which was originally fixed at Rs.6,075/- and thereafter periodically revised once in three years with a 15% escalation.

8. It is submitted that the principles applicable to commercial establishments for fixation of rent under the aforesaid Government Order cannot be applied to an educational institution like the school run by the petitioner.

9. On the other hand, the learned counsel for the respondents would submit that the property is situated in a prime location within the city of Madurai, and that the petitioner, while running the school, is collecting substantial fees and earning profits. Hence, no case has been made out for interference with the impugned order.

10. It is further submitted that the decision to enhance the rent was taken as early as 15.12.2016 pursuant to the proceedings of the Director of Municipal

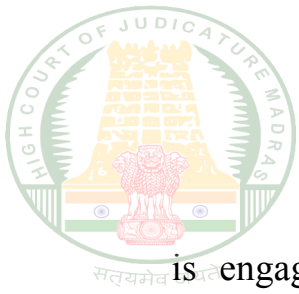


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Administration, Chennai. Though the decision was made in 2016, the petitioner did not challenge the same at the relevant point of time and has chosen to question the enhancement only belatedly, after huge arrears had accumulated, by filing W.P.(MD) No.9825 of 2024. Therefore, it is contended that the petitioner is not entitled to any relief. It is further submitted that the subsequent extension of lease in favour of the petitioner was also granted only on the strength of the aforesaid Government Order.

11. I have considered the submissions advanced by the learned counsel for the petitioner as well as the learned Standing Counsel appearing for the respondents. The request of the petitioner for fixation of rent by applying a 15% increase over the last rent paid has already been considered by this Court in its order dated 24.04.2025 in W.P.(MD) No.9825 of 2024. There was no direction issued therein to the respondents to reconsider the matter. Hence, the principle of constructive res judicata squarely applies to the present issue.

12. The next point that arises for consideration is whether G.O.Ms.No.92 of the Municipal Administration and Water Supply Department, dated 03.07.2007, is to be applied in a strict sense. While it is true that the petitioner



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is engaged in providing education, although he has collecting fees from students, the school is run by a trust named *Mother Teresa Educational Trust*, which is otherwise entitled to exemption from property tax. However, such exemption would have relevance only if the trust itself owned the property, as the benefit of property tax exemption accrues solely to the owner. In the present case, the petitioner has merely taken the property on lease from the respondent Corporation. As a local body, the respondent Corporation is obliged to generate revenue through leasing of its properties and by providing municipal services, which in turn enables it to subsidize certain essential services to the citizens of the city.

13. In my considered view, the request of the petitioner for reduction of rent at this stage cannot be entertained. The decision to enhance the rent was taken as early as 2016, whereas the challenge has been made only in the year 2024, and we are now in 2025. Such a belated challenge also cannot be countenanced.

14. It is therefore open to the petitioner either to continue in occupation by paying the rent demanded by the respondent Corporation or, in the



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alternative, to vacate the premises and shift to another location. Accordingly, this Writ Petition is dismissed. However, since the academic year has already commenced in June 2025, the respondents may consider the request of the petitioner for concessional rent, if any, till the end of the academic year 2025–2026 alone.

15. With the above liberty, this Writ Petition is dismissed. Consequently, connected Miscellaneous Petitions are closed. No costs.

28.08.2025

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

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To

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Represented Through its Commissioner,
Madurai Corporation Building,
Madurai – 625 002.
- 2.The Commissioner,
Madurai Corporation,
Madurai Corporation Building,
Madurai – 625 002.



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C.SARAVANAN, J.

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