



W.P.(MD)No.30486 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED: 30.10.2025

CORAM:

THE HON'BLE MS.JUSTICE P.T.ASHA

W.P.(MD).No.30486 of 2025

and

W.M.P(MD)No.23697 of 2025

1. C.Ganapathy
2. N.Murugesan
3. M.Udayar
4. Naveentha Krishnan
5. Kanagaraj
6. V.Saravanan
7. P.V.Murugaperumal
8. K.Kannan
9. P.Pallikonda Perumal
10. K.Sivasooriya Narayan
11. P.Nallathambi
12. Shanmugathevar

... Petitioners

Vs.

1. The Director of Municipal Administration,
Directorate of Municipal Administration,
No.75, Santhome High Road,
M.R.C. Nagar,
Raja Annamalaipuram,
Chennai-600 028.



W.P.(MD)No.30486 of 2025

2. The Commissioner,
Tirunelveli Corporation,
Tirunelveli-627 001,
Tirunelveli District.

3. The Assistant Commissioner,
Melapalayam Zone,
Tirunelveli Corporation,
Tirunelveli 627 001,
Tirunelveli District.

... 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 1st respondent to pass appropriate orders on the proposal Na.Ka.No.A1/4840/2023 dated 22.05.2025 sent by the 2nd respondent, to fix the rent at Rs.90/- per sq.ft. for the Old Shops (in respect of which, the Court cases filed by the shopkeepers are pending) and to fix the rent at Rs. 110/- per sq.ft. for the shops in the terminal buildings and six platforms and other shops in Bharat Ratna Dr.MGR Bus Stand, Tirunelveli.

For Petitioner : Mr.T.Sakthi Kumaran

For R1 : Mr.D.Sasi Kumar
Additional Government Pleader

For R2 and R3 : Mr.A.Sivanu Pandian



W.P.(MD)No.30486 of 2025

ORDER

The above writ petition has been filed for the following relief:-

“Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Mandamus to direct the 1st respondent to pass appropriate orders on the proposal Na.Ka.No.A1/4840/2023 dated 22.05.2025 sent by the 2nd respondent, to fix the rent at Rs.90/- per sq.ft. fro the Old Shops (in respect of which, the Court cases filed by the shopkeepers are pending) and to fix the rent at Rs.110/- per sq.ft. for the shops in the terminal buildings and six platforms and other shops in Bharat Ratna Dr.MGR Bus Stand, Tirunelveli.”

2. Mr.D.Sasi Kumar, learned Additional Government Pleader takes notice on behalf of the 1st respondent and Mr.A.Sivanu Pandian, takes notice on behalf of the respondents 2 and 3.

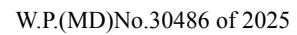
3. By consent of both the parties, the writ petition is taken up for final disposal at the admission stage itself.



W.P.(MD)No.30486 of 2025

WEB COPY

4. It is the case of the petitioners that the 2nd respondent/Corporation had leased Shops belonging to them, located at Bharat Ratna Dr.MGR Bus Stand, Tirunelveli for a period of three years from 2003. A sum of Rs.7050/- was fixed as rent. It is further submitted that the lease was subject to renewal once in three years, with an enhancement of 15% for every nine years. The petitioners submits that they are the allottee of the said bus stand and have been paying rent, including GST, on the 10th of every succeeding month without any delay. At this juncture, 60 new additional shops were opened in the bus stand and on the very same day the respondents officials forced the petitioners and the other shop keepers to execute a bond accepting that they would pay the revised rent at the rate of Rs.225/- per sq.ft., per month and further directed to pay a sum of Rs.1,00,000/- as an additional deposit on par with the rent fixed to the newly opened shops. While so, on 17.05.2022, the first respondent, issued eviction order and evicted the petitioners and the other shopkeepers who did not pay the arbitrarily increase lease rental to Rs.225/- and further directed the petitioners to remove their belongings. Aggrieved by the same, the petitioners have come before this Court.



6. The respondents nevertheless threatened the shopkeepers and insisted that they accept the revised rent at the rate of Rs. 225/- per sq. ft. per month. In respect of the petitioner, the 2nd respondent issued a rental revision order dated 17.12.2021. Subsequently, without issuing any prior show cause notice, the 2nd respondent passed an eviction order dated 17.05.2022. Challenging the same, the petitioners and other shopkeepers filed W.P.(MD)No.10394 of 2022 to quash the eviction order dated 17.05.2022, published in Dinamani Daily on 18.05.2022, and for a consequential direction to permit them to continue in the leased shops until the expiry of the lease period. The said writ petition was allowed. Aggrieved thereby, the respondents filed W.A.(MD) Nos.63 of 2023 and 1530 of 2022.



W.P.(MD)No.30486 of 2025

WEB COPY

7. Aggrieved by the orders passed in W.A.(MD)No.1530 of 2022, the petitioners and shopkeepers filed SLP (C) Nos. 27248–27249 and 27739–27756 of 2023. In the meantime, the Corporation itself reduced the lease rent to Rs.140/- per sq. ft. Accordingly, the SLPs were disposed of by orders dated 13.12.2023 and 14.12.2023, directing the petitioners therein, including the present petitioners, to furnish an undertaking to pay rent at Rs. 140/- per sq. ft. within a period of three weeks. It was further directed that the petitioners shall not be dispossessed from their respective shops.

8. The petitioners submits that in view of the aforesaid orders, the rent payable is only Rs.140/- per sq. ft. However, the respondents have been forcibly collecting Rs. 225/- per sq. ft. The 2nd respondent has sent a proposal to the 1st respondent, to reduce the lease rent. However, the 1st respondent did not consider the same, which is in total violation of the order of the Hon'ble Supreme Court.

9. It is further submitted that the 2nd respondent proposal to the 1st respondent, recommended a reduction of rent from Rs. 225/- per sq. ft. to Rs.90/- per sq. ft. for the old shops and Rs.110/- per sq.ft. for the shops in



W.P.(MD)No.30486 of 2025

terminal buildings and six platforms and other shops. Despite this, the respondents have not implemented the order of the Hon'ble Supreme Court fixing the rent at Rs.140/- per sq. ft. for the shopkeepers. Challenging the same, the petitioner has approached this Court

10. Heard the learned counsel for the petitioner and the learned counsel for the respondents.

11. Admittedly, the Hon'ble Supreme Court, in SLP (C) Nos. 27248– 27249 and 27739–27756 of 2023, by order dated 13.12.2023, issued the following direction: “It is further submitted that the Municipal Corporation could not secure any person willing to pay the demanded lease rate of Rs.225/- per sq. ft., and therefore, the Corporation on their own have reduced the lease rental to a much lower rate for the first floor shops. The petitioners are willing to match the reduced rate of Rs.140/- per sq. ft. Issue notice, returnable in four weeks. The petitioners have agreed and subject to their furnishing individual undertaking to pay @ Rs.140/- per sq. ft within three weeks' time, the leaseholders shall not be dispossessed from the respective shops.”



W.P.(MD)No.30486 of 2025

WEB COPY

12. Thus, the Hon'ble Supreme Court has fixed the rate of rent only on the representation made by the first respondent himself. Therefore, the present demand is contrary to the order passed by the Hon'ble Supreme Court. The learned counsel for the petitioners relies on the judgment of this Court in a similar matter in W.P.(MD) No. 21972 of 2025, etc. batch, dated 12.08.2025, in support of his contention.

13. Even according to the petitioners, the rental amount is liable to be enhanced once in nine years. The petitioners had originally agreed to pay the enhanced rent for a further period of nine years commencing from 18.07.2016. It is also their case that once in nine years, the rent has to be enhanced by 15%. However, the affidavit is silent about the original rent fixed in respect of the shops.

14. Be that as it may, the revised rate of Rs.225/- per sq. ft. was the subject matter of challenge, which ultimately resulted in the Hon'ble Supreme Court directing the respondents to refix the rent at Rs. 140/- per sq. ft. The said order was passed in writ proceedings initiated in the year 2021.



W.P.(MD)No.30486 of 2025

WEB COPY

15. Accordingly, this writ petition is allowed. Consequently, the respondents are directed to refix the rent in the light of the proposal sent by the 2nd respondent dated 22.05.2025 and pass final orders on merits and in accordance with law within a period of eight (8) weeks from the date of receipt of a copy of this order. It is needless to state that the respondents are directed to adjust the excess rental amount collected from the petitioner during the period from January 2022 to June 2024 towards the future rent payable by the petitioner.

16. The writ petition stands disposed of with the above observations. No costs. Consequently, connected miscellaneous petition is closed.

30.10.2025

NCC :yes/No
Index :yes/No
Internet:yes/No
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W.P.(MD)No.30486 of 2025

P.T.ASHA, J.

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To

1. The District Collector,
Tirunelveli District,
Tirunelveli.
2. The Tahsildar,
Palayamkottai Taluk Office,
Tirunelveli District.
3. The Assistant Engineer,
Distribution / Urban,
Tamil Nadu Generation and Distribution Corporation (TANGEDCO),
Melapalayam-1,
Tirunelveli District.

W.P.(MD).No.30486 of 2025
and
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