



WEB COPY

WP No. 1011 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 22-01-2026

CORAM

THE HON'BLE MR.JUSTICE V. LAKSHMINARAYANAN

WP No. 1011 of 2026

V.Jayaprakash

..Petitioner(s)

Vs

The Commissioner
Attur Municipality,
Attur Town and Taluk
Salem District.

..Respondent(s)

Prayer: This petition has been filed under Article 226 of the Constitution of India, directing the respondent to repay the caution deposit paid by the petitioner to the tune of Rs.2,00,000/- with applicable interest by disposing of the petitioners representation dated 2.12.2025 and the same within a time to be stipulated by this Hon'ble court.

For Petitioner(s): Mr.A.Rajakumar

For Respondent(s): Mr.Dr.T.Seenivasan-SGP

ORDER

The petitioner had taken a shop bearing No. 7 at the old bus-stand premises Attur on lease from the sole respondent. The possession was handed over to the petitioner pursuant to the proceedings in Na.Ka. No. 4878/2012/A4 dated 05.03.2013. The petitioner was liable to pay a monthly rent of Rs. 4,700/- and by way of caution deposit, the petitioner was called upon to pay a sum of



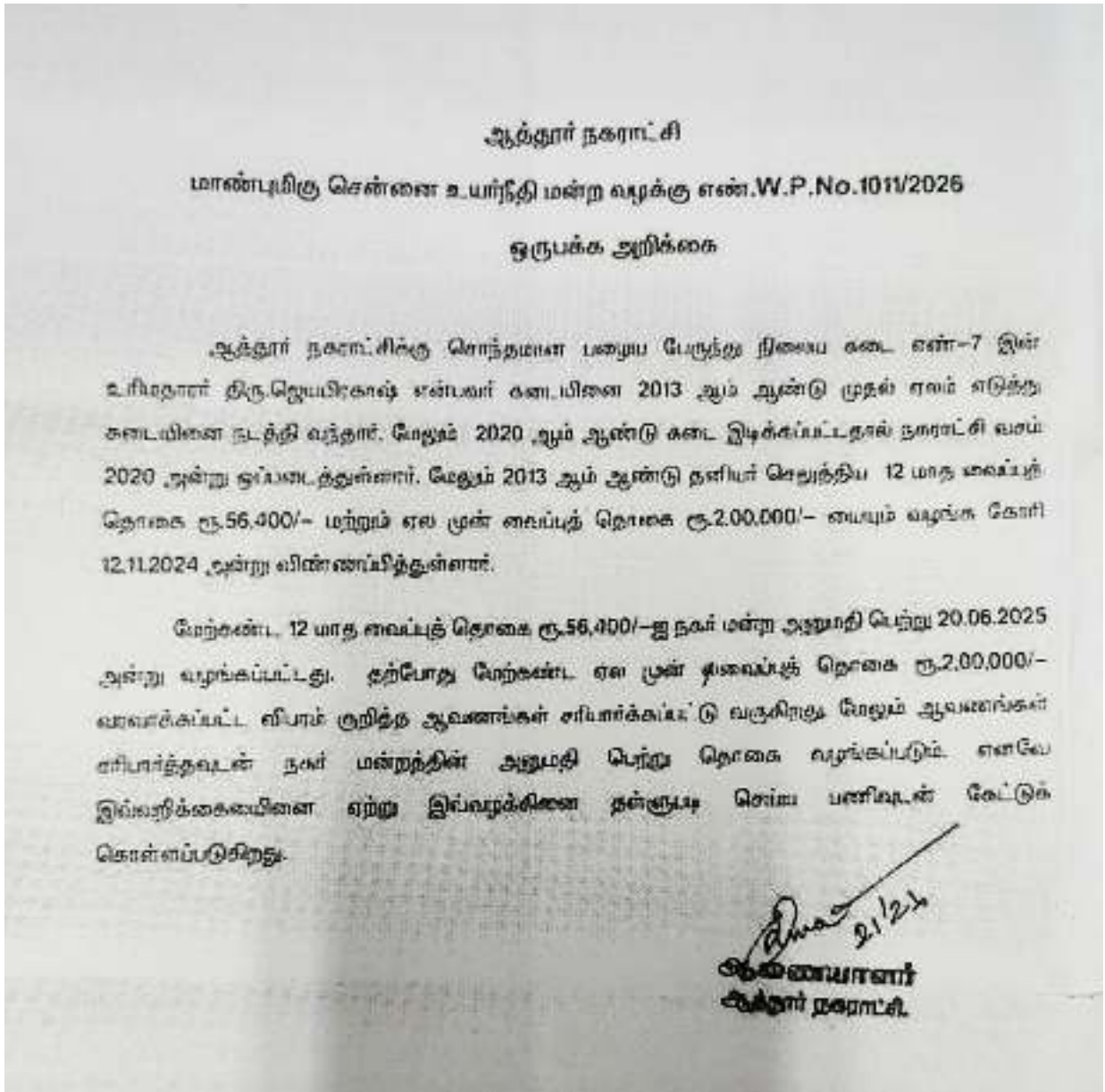
Rs.2,00,000/-. Subsequent to the allotment proceedings, the petitioner deposited a sum of Rs.2,00,000/- by way of a demand draft dated 21.01.2013 in Demand Draft No.245499. The petitioner took possession of the shop and was in occupation till 2020. As the building developed cracks, the respondent called upon all the occupants to vacate and hand over possession. The petitioner states that in compliance with the demand of the respondent to hand over possession he also did so in the year 2020. He claims that no rent is in arrears or due. The petitioner called upon the respondents to refund the caution deposit of Rs.2,00,000/- paid by him.

2. Covid-19 virus seems to have come to the rescue of the respondent. The respondent denied the request to pay the amount pleading the onset of the pandemic. After the pandemic subsided, the petitioner renewed his request for refund of the amount. Sadly, no new pandemic came to the rescue of the respondent. As the amounts were not paid, the petitioner gave a representation to the respondent calling upon it to return his deposit. As the same was not done, he is before this Court.

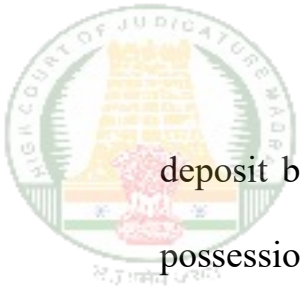
3. When the matter came up for admission on 21.01.2026, Dr.T.Seenivasan, learned Special Government Pleader took notice for the respondent. He pleaded that the matter may be placed today so as to enable him to get instructions.



4. When I took up the matter today, the respondent has instructed Dr.T.Seenivasan that a sum of Rs.56,400/- had been refunded to the petitioner on 20.06.2025 and the balance will be repaid after getting approval of the council. The instruction is scanned and extracted hereunder:-



A perusal of the instructions shows that the amount of Rs.2,00,000/- kept as



deposit by the petitioner with the respondent. Once the tenant hands over the possession of the property, the landlord has to return the deposit amount to the tenant. As much as a tenant has the duty to pay the rents month on month without any due, the landlord too has the duty to refund the advance amount the minute he/she takes over the possession of the property.

5. Since the amount is not disputed and as the respondent has sought time to trace the records to make the payment, this writ petition is ordered on the following terms:-

- (1) There shall be a direction to the respondent to pay the amount of Rs.2,00,000/- being the caution deposit paid by the petitioner to the respondent in 2013, to the petitioner without interest on or before 04.02.2026.
- (2) In case the amount is not returned on or before 04.02.2026, the respondent will be liable to pay interest at the rate of 6% per annum on that amount, from the date on which the petitioner vacated the premises till the amount is discharged.
- (3) The municipality need not bear the interest amount. The amount that has to be paid by the municipality in case of default of clause (1), shall be recovered from the salary of the person, who is responsible for the delay in making the repayment of the deposit.

No costs.



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6.Call for compliance on 10.02.2026.

22-01-2026

Index: Yes/No

Speaking/Non-speaking order

Neutral Citation: Yes/No

Maya

To

The Commissioner
Attur Municipality,
Attur Town and Taluk
Salem District.



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V.LAKSHMINARAYANAN, J.

Maya

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