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W.P.No.7297 of 2020

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 24.06.2026

CORAM

THE HONOURABLE MR.JUSTICE M.DHANDAPANI

W.P.No.7297 of 2020

And

W.M.P.Nos.8712, 8713 and 8715 of 2020

G.Kumarappan

... Petitioner

Vs.

- 1 The Commissioner,
Greater Chennai Corporation,
Ripon Building,
Chennai – 600 003.
- 2 The Revenue Officer,
Greater Chennai Corporation,
Ripon Building,
Chennai – 600 003.
- 3 The Assistant Commissioner / Zonal Officer
Zonal Office – 12,
Greater Chennai Corporation,
No.1, New Street,
Alandur,
Chennai – 600 016.
- 4 The Assistant Revenue Officer,
Zonal Office – 12,
Greater Chennai Corporation,
No.1, New Street,
Alandur,
Chennai – 600 016.

... Respondents



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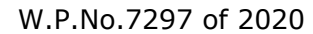
Prayer:

Petition filed under Article 226 of the Constitution of India to issue a Writ of Certiorarified Mandamus calling for the records of the fourth respondent relating to the notice in Ref.म.अ. 12 व.तु.न.क.ए.ऑर./3699/2019 dated 21.01.2020 and letter in Ref.म.अ. 12 व.तु.न.क.ए.ऑर./4/0081/2020 dated 01.2020 signed on 20.02.2020, quash the same, direct the respondents to permit the petitioner to take back the goods from the premises i.e., Commercial Complex No. 289 (Shop No.6) Ref No. N-12-N-160-289-6-Second Floor, Near GST Road, Alandur, Chennai – 600 016 and refund the rental deposit to the petitioner after deducting six months' rent i.e., Rs.4,85,598/- within the time fixed by this Hon'ble Court.

For Petitioner : Mr.V.Sanjeevi
For Respondents : Mr.D.B.R.Prabhu

O R D E R

The petitioner has filed this writ petition seeking issuance of Writ of Certiorarified Mandamus calling for the records of the fourth



2019 dated 21.01.2020 and letter in Ref.ம.அ. 12 வ.து.ந.க.எண்.ஆர்/4/

2.The learned counsel appearing for the petitioner submitted that the erstwhile Alandur Municipality conducted tender – cum – auction in respect of leasing out the space in commercial complex – II Floor in GST Road, Alandur admeasuring 4532 sq.ft. for monthly rent on 15.02.2008. The petitioner offered Rs.22.50 per sq.ft. per month for the said premises and the amount offered by the petitioner is the highest and on 02.05.2008, the petitioner paid 9 months rental advance of Rs.9,17,730/- and Rs.5,000/- towards security deposit for obtaining power connection for the premises as directed by the Alandur Municipality. On 31.12.2008, the Municipality obtained service connection to the said premises.



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3.The learned counsel appearing for the petitioner further submitted that the petitioner requested the Alandur Municipality to execute lease deed in his favour so as to enable the petitioner to continue his business, however, lease deed was not executed. Subsequently, a portion of the land i.e., 935 sq.ft. was acquired for the purpose of CMRL, thereby, the petitioner was not able to operate the premises for three months and repeatedly requested the respondents to execute lease deed in his favour, however, despite the order of this Court dated 13.08.2010 made in W.P.No.25660 of 2009, lease deed was not executed. Subsequently, the Alandur Municipality merged with the Greater Chennai Corporation and the Corporation officials came to the premises and put the lock and seal without any notice on 06.09.2019. Due to the non execution of lease deed, the petitioner was not able to run the business and he regularly paid the rent from the date of auction till the date of lock and seal i.e., 06.09.2019, however, the respondents made the impugned demand dated 21.01.2020 demanding a sum of Rs.76,91,619/- and another demand signed on 20.02.2020 demanding a sum of Rs.96,29,727/- without any basis.



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4.The learned counsel appearing for the petitioner further submitted that in the absence of any lease deed demanding service tax and GST is not sustainable and petitioner has to pay only strictly in terms of G.O.Ms.No.92 dated 03.07.2007 if lease deed is executed in favour of the petitioner.

5.The learned counsel appearing for the respondents submitted that the petitioner was the successful bidder and possession of the property was handed over to the petitioner in the year 2008. Subsequently, the Commissioner of Alandur Municipality sent letter to the petitioner on 19.03.2008 for execution of lease deed and requested the petitioner to produce Rs.20/- stamp paper, however, the petitioner not obtained lease deed and defaulted in payment, thereby lease deed was not executed. For non payment of due rents, the premises was sealed on 06.09.2019. Hence the impugned demand warrants no interference.

6.Heard both sides and perused the materials available on record.



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7. Admittedly, the petitioner is the successful bidder of the premises owned by Alandur Municipality admeasuring 4532 sq.ft. in commercial complex – II Floor in GST Road, Alandur. Subsequently, the Alandur Municipality merged with the Greater Chennai Corporation. It is equally un-disputed fact that the petitioner agreed to pay Rs.22.50 per sq.ft. per month for the said premises and on 02.05.2008, the petitioner paid 9 months rental advance of Rs.9,17,730/- and Rs.5,000/- towards security deposit for obtaining power connection for the premises. According to the petitioner, the petitioner is liable to pay enhancement of 15% once in three years if the lease deed is executed in his favour. Further the petitioner claim that he is liable to pay GST and other taxes if the clause is available in lease deed. Without lease deed insisting the petitioner to pay the demand amount is not sustainable.

8. This Court is unable to understand the non execution of lease deed either by the then Alandur Municipality or by the Greater Chennai Corporation in favour of the petitioner. It appears that the petitioner was running furniture shop in the premises from 2009 to 2019 and also paid the agreed rent in the absence of lease deed from the year 2009 to 2019.



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9.The grievance of the petitioner is that due to non execution of lease deed, the petitioner was not able to run the business and he regularly paid the rent from the date of auction till the date of lock and seal i.e., 06.09.2019, however, the respondents made the impugned demand dated 21.01.2020 demanding a sum of Rs.76,91,619/- and another demand signed on 20.02.2020 demanding a sum of Rs.96,29,727/- without any basis.

10.There is no proper explanation either in the counter affidavit or in the status report as to how within one month, the respondents are demanding more than Rs.19 Lakhs. Hence, this Court is inclined to set aside the impugned notice and impugned letter of the fourth respondent and remit the matter back to the Commissioner of Greater Chennai Corporation/ first respondent.

11.Accordingly, the notice in Ref.म.अ. 12 व.तु.न.क.ए.नं.आर/ 3699/2019 dated 21.01.2020 and letter in Ref.म.अ. 12 व.तु.न.क.ए.नं.आर/ 4/0081/2020 dated 01.2020 signed on 20.02.2020 of the fourth respondent are set aside and the matter is remitted back to the

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Commissioner of Greater Chennai Corporation/ first respondent. The first respondent is directed to depute efficient Officer to conduct enquiry and the concerned Officer shall hear the petitioner, conduct enquiry and pass appropriate orders, within a period of twelve weeks from the date of receipt of a copy of this order.

12.In order to show the bonafide of the petitioner, without prejudice to the rights of the petitioner, the petitioner is directed to deposit a sum of Rs.10,00,000/- (Rupees Ten Lakhs Only) as against the demand of Rs.76,91,619/- in the impugned notice of the fourth respondent dated 21.01.2020, within a period of four weeks from the date of receipt of a copy of this order.

13.The writ petition is disposed of with the above observations and directions. No costs. Consequently, the connected miscellaneous petitions are closed.

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Index: Yes/ No
Speaking Order: Yes/ No
NCC: Yes/ No

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