



W.P.No.12782 of 2022

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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 05.06.2026

CORAM

THE HONOURABLE MR.JUSTICE M.DHANDAPANI

**W.P.No.12782 of 2022
and
W.M.P.No.12240 of 2022**

P.Arumugam

... Petitioner

Vs.

1. The Commissioner,
Salem Corporation,
Salem District.

2. The Assistant Commissioner,
Suramangalam Ward Office,
Salem Corporation,
Salem District.

... Respondents

PRAYER : Petition filed under Article 226 of the Constitution of India praying for issuance of Writ of Certiorarified Mandamus, calling for the records of the first respondent's impugned demand notice dated 21.04.2022 issued to the petitioner herein and quash the same as illegal, unlawful, malafide, without jurisdiction and against principles of natural justice and consequently directing the respondents to adjust the paid amount to subsequent unpaid demand notice months.



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For Petitioner : Mr.A.Saravanan
For Respondents : Ms.N.Devi
Standing Counsel

ORDER

The present writ petition has been filed challenging the impugned demand notice dated 21.04.2022 issued by the first respondent and seeking a direction to adjust the excess amount paid by the petitioner towards the subsequent rent dues.

2. The case of the petitioner is that he was allotted Shop No.43, situated at the New Bus Stand, Salem by the respondents and has been running a cellphone repair and spare parts business. According to the petitioner, the respondents enhanced the rent and security deposit, which was challenged by him in W.P.No.22855 of 2016. This Court, while disposing of the said writ petition, directed the respondents to reduce the enhanced rent and security deposit by 25% and adjust the excess amount paid by the petitioner towards future rent. Pursuant to the said order, he had been regularly remitting the revised rent. However, due to COVID-19 pandemic,



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he was unable to carry on business for a considerable period of time, resulting in severe financial hardship. Though the rent was waived by the respondents for the months of April and May 2020, the petitioner claims that he was entitled to waiver of rent for the entire lockdown period from 24.03.2020 to 06.09.2020 and partial waiver for the subsequent period from May 2021 & June 2021. In this regard, the petitioner submitted a representation dated 02.08.2021 seeking appropriate relief. The petitioner further states that despite having surplus credit in his rental account, the respondents adjusted the same towards rent for the lockdown period and thereafter, issued the impugned demand notice dated 21.04.2022 demanding a sum of Rs.1,07,149/- towards arrears of rent. It is also stated in the demand notice that failure to pay the amount would result in bringing the shop for auction. Aggrieved by the said demand notice and the proposed auction, the petitioner has filed the present writ petition.

3. The learned counsel appearing for the petitioner would submit that due to COVID-19 pandemic, the petitioner was unable to carry on his business and pay the rent regularly. He further submitted that in similar



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circumstances, this Court had granted waiver of rent to similarly placed person for the lockdown period. However, the benefit of such waiver was not extended to the petitioner. Therefore, the impugned demand notice issued by the first respondent is liable to be interfered with and appropriate relief may be granted to the petitioner.

4. The learned Standing Counsel appearing for the respondents would submit that the COVID-19 pandemic was between March 2020 and September, 2020. However, the arrears of rent mentioned in the impugned demand notice relate to the period from September 2021 to March 2022, during which there was no lockdown restrictions preventing the petitioner from carrying on his business. She further submitted that owing to the petitioner's failure to pay the rent, the subject property was brought for auction and has since been allotted to a third party. Therefore, according to the learned Standing Counsel, nothing survives for adjudication in the present writ petition and the same has become infructuous. Accordingly, she prayed for dismissal of the writ petition.



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5. This Court has carefully considered the submissions made on either side and perused the materials available on record.

6. Admittedly, the claim of the petitioner for waiver of rent is for the COVID-19 pandemic period. However, the materials placed before this Court reveal that the arrears for which the impugned demand notice came to be issued relate to the period from September 2021 to March 2022. Admittedly, the said period is subsequent to the lockdown period. That apart, it is brought to the notice of this Court by the learned Standing Counsel appearing for the respondents that, owing to the petitioner's failure to clear the arrears, the respondents have already proceeded with the public auction of the subject property and the same has been allotted to a third party. In such circumstances, no useful purpose would be served in entertaining the present writ petition.



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7. In view of the above, this Court find no merits in the writ petition.

Accordingly, the Writ Petition stands dismissed. No costs. Connected, miscellaneous petition is closed.

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NCC: Yes / No

Index : Yes / No

Speaking Order : Yes / No

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