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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 26.02.2026

CORAM

THE HON'BLE MR.JUSTICE R.VIJAYAKUMAR

W.P.(MD)No.5493 of 2026

and

W.M.P(MD)No.4611 of 2026

K.Namasivayam

...Petitioner

Vs

1. The Commissioner,
Tiruchirappalli City Corporation,
Tiruchirappalli.

2. The Assistant Commissioner,
Ariyamangalam Division,
Tiruchirappalli City Corporation,
Tiruchirappalli.

3. The Assistant Commissioner,
Ward Committee Office - 2,
Tiruchirappalli City Corporation,
Tiruchirappalli.

... Respondents

PRAYER: Writ Petition is filed under Article 226 of the Constitution of India, to issue a Writ of Mandamus, directing the respondents to execute lease agreement in favour of the writ petitioner in respect of Shop No.368, Door No. 80 A, West Boulevard Road, Trichy, on the basis of arrears of rent paid from 01.04.2021 to 30.09.2025 at the rate of Rs.29.50/- per sq.ft. and on the basis of an agreement to pay the rent at the said rate from 01.10.2025, for a period of three years with all other usual conditions, as per Tamil Nadu Urban Local Bodies Act, 1998, and Rules framed thereunder.



For Petitioner : M/s.V.S.Shanmuganathan
For Respondents : M/s.R.Baskaran
Additional Advocate General
assisted by
M/s.J.Sriprasad
Standing Counsel for
M/s.R.B.Law Associates

* * * * *

ORDER

The present writ petition has been filed seeking a mandamus directing the respondents Corporation to execute a lease agreement in favour of the writ petitioner at the rate of Rs.29.50/- per square feet on the basis of an agreement to pay the rent at the said rate from 01.10.2025 onwards for a period of three years as per the Tamil Nadu Urban Local Bodies Act, 1998.

2. A perusal of the records reveal that the first respondent herein has passed an order on 03.09.2025 fixing the rate of rent at the rate of Rs.59/- per square feet for the period covering 01.04.2021 to 31.03.2024. In the said order, the rate of rent has been fixed at Rs.68/- per square feet from 01.04.2024 onwards.

3. It is the case of the petitioner that after the order was passed, there was a meeting of the shop owners as well as the Corporation in the presence of the shop owners, wherein the Corporation had agreed to reduce the rent to the rate of Rs.29.50/- and therefore, the respondent Corporation should come forward to execute a lease agreement at the rate of Rs.29.50/- per square feet.



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4. The learned Counsel appearing for the writ petitioner submits that the petitioner may be permitted to approach the first respondent again with the request for renegotiating the rates and based upon the renegotiation, a lease agreement may be executed in his favour.

5. The learned Additional Advocate General appearing appearing for the respondents submits that the meeting that was conducted between the shop owners and the Corporation officials, was only as an interim measure for opening the shops during the festival season the rent was fixed at the rate of Rs.29.50/- per sq. feet, and it will not in anyway supersede the order passed by the first respondent on 03.09.2025.

6. The learned Additional Advocate General appearing for the respondent also brought to the notice of the Court that the order of the previous Division Benches were only an interim arrangement was made till the rent is fixed by the Corporation. As per the order of the first respondent dated 03.09.2025, rent has been fixed by the Corporation which has not been put to challenge by the shop keepers. In such an event, the question of issuance of mandamus for execution of lease deed at the rate of Rs.29.50/- per square feet would not arise.



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7. The first respondent has filed a typed set incorporating all the previous proceedings of this Court.

8. I have considered the submissions made on either side and perused the materials available on record.

9. In view of the fact that the petitioner restricts his prayer with regard to consideration of his request for lesser rent to be paid by them, as per the provisions of the Tamil Nadu Urban Local Bodies Act, 1998 and the rules framed thereunder. The writ petition stands disposed of with a liberty to the petitioner to approach the respondents herein for renegotiating the same, if they are agreeable and proceed in accordance with law.

10. With the above said observations, this writ petition stands disposed of. No costs. Consequently, connected miscellaneous petition is also closed.

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



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R.VIJAYAKUMAR, J.

RJR

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