



W.P.(MD)No.14341 of 2026

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED: 17.06.2026

CORAM

THE HON'BLE MR.JUSTICE D.BHARATHA CHAKRAVARTHY

**W.P.(MD) No.14341 of 2026
and W.M.P.(MD) Nos.10767 and 10768 of 2026**

V.Srinivasan

... Petitioner

Vs.

1.The Commissioner,
Hindu Religious and Charitable Endowments Department,
No.119, Uthamar Gandhi Salai,
(Nungambakkam High Road),
Nungambakkam, Chennai-600 034.

2.The Joint Commissioner/Executive Officer,
Arulmighu Ramanathaswamy Thirukoil,
Rameswarm.

3.The Thakkar/Joint Commissioner,
Arulmighu Ramanathaswamy Thirukoil,
Rameswaram.

...Respondents

PRAYER:- Writ Petition – filed under Article 226 of the Constitution of India, praying this Court to issue a writ of Certiorarified Mandamus, to call for the records of the impugned tender/auction notification issued by the second and third respondents in Ve.Aa.No.26/2026/Se.Ma.Tho.A/Ramanathapuram dated 13.05.2026 insofar as Item No.15 is concerned and quash the same as illegal and consequently direct the respondents to extend the lease by fixing proper fair rent and reasonable deposit if any for the



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shop below the Arulmighu Vinayagar Sannathi in the Northern side of West Tower entrance of Arulmighu Ramanathaswamy Thirukoil, Rameswaram.

For Petitioner : Mr.M.Purushothaman

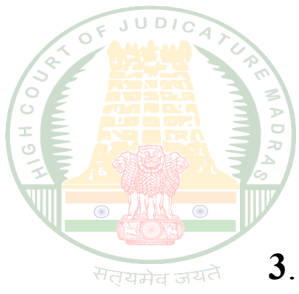
For R1 : Mr.P.Rajagopalan
Standing Counsel

For R2 and R3 : Mr.S.Ramesh

ORDER

The Writ Petition has been filed seeking issuance of a Writ of Certiorarified Mandamus to call for the records relating to the impugned notification dated 13.05.2026, insofar as Item No.15 is concerned, quash the same as illegal and consequently grant appropriate relief.

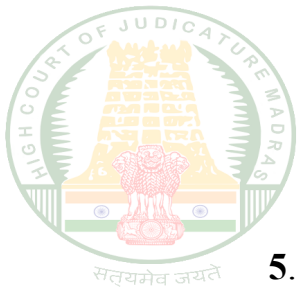
2. The learned counsel for the petitioner submitted that on the western side of Arulmigu Ramanathaswamy Thirukovil, Rameswaram, there are two sannathis, namely, the Vinayagar Sannathi situated to the north of the West Tower and the Arulmigu Balasubramanian Sannathi situated to the south of the western tower entrance. Beneath both the sannathis, there are spaces measuring approximately 6 x 10 square feet, which have been leased out by the second respondent for the sale of pooja articles.



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3. According to the learned counsel, the petitioner's shop is similarly situated to that of one Manivel. In respect of the said Manivel, the monthly fair rent has been fixed at Rs.2,330/-. However, insofar as the petitioner's shop is concerned, the right to occupy the premises was auctioned during the previous year for an annual consideration of Rs.3,00,000/-, which works out to approximately Rs.25,000/- per month. The petitioner's present term is due to expire on 30.06.2026. At this juncture, the impugned notification has been issued proposing to conduct a fresh auction by fixing an upset price based on annual consideration. The upset price has been fixed at Rs.1,00,000/-.

4. The learned counsel for the petitioner would contend that the matter is governed by the Fixation of Lease Rent to the Immovable Property of the Religious Institutions Rules, 2026. According to him, under the said Rules, lease rent can be fixed only by the competent committee constituted thereunder and only after such fixation, can the property be leased out. It is therefore contended that the impugned notification has been issued without complying with the mandatory statutory procedure prescribed under the Rules and is liable to be set aside.



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5. Per contra, the learned counsel appearing for the Temple submitted that the premises in question form part of the Temple precincts and are situated abutting the Temple walls. The right to occupy such spaces for the sale of pooja articles is granted only through annual public auction. The upset price is fixed on that basis. It is further submitted that pursuant to the impugned notification, several persons have already participated in the auction and the bids received are substantially higher than the amount presently being paid by the petitioner. According to the learned counsel, the petitioner has approached this Court only on the apprehension that he may not emerge as the highest bidder. It is further submitted that the Fixation of Lease Rent Rules, 2026, have no application to the facts of the present case.

6. I have considered the rival submissions advanced on either side and perused the materials available on record.

7. A perusal of the Fixation of Lease Rent to the Immovable Property of the Religious Institutions Rules, 2026, shows that the term "lessee or tenant" is defined under Rule 2(k) as follows:



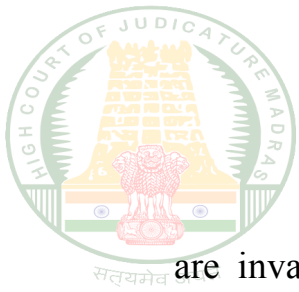
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"2(k) 'lessee or tenant' means any person who is occupying the land with the approval of the competent authority and is paying or has agreed to pay rent or other consideration for the enjoyment of the land of the religious institution under a tenancy agreement."

8. In the light of the above definition, Rules 3 to 6 of the said Rules would apply to cases where the respondent Temple seeks to fix fair rent in respect of leasehold properties governed by tenancy arrangements. The procedure contemplated under the Rules cannot be extended to the facts of the present case, where the right granted is only to occupy small spaces within the Temple precincts for a limited period through annual public auction. Such an arrangement is, in substance, more akin to a licence than a lease. Even assuming that it possesses certain characteristics of a lease, when the right is granted only on a year-to-year basis through public auction, the question of fixation of fair rent by a committee does not arise.

9. The next contention relates to alleged discrimination *vis-a-vis* another shop occupant. In this regard, the learned counsel appearing for the Temple submitted that there is no discrimination whatsoever and that a uniform policy is being followed. It is stated that similar conditions apply to all such occupants and, upon expiry of the respective tenure, the premises



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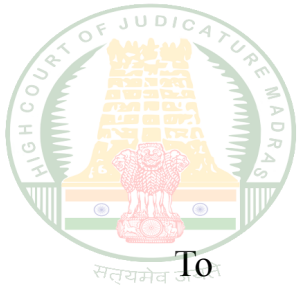
are invariably brought to public auction. As far as Manivel and certain others, their rent is periodically increased, as they are not on annual basis and their rent is also being increased.

10. The learned counsel for the petitioner has also contended that the upset price fixed under the impugned notification is excessive. This contention cannot be accepted. Admittedly, during the previous year, the petitioner himself was the successful bidder for an annual amount of Rs.3,00,000/-, which is three times the upset price of Rs.1,00,000/- fixed under the present notification. It is further brought to the notice of this Court that several bidders have participated and have offered amounts higher than the upset price. Therefore, the allegation that the upset price is arbitrary or exorbitant is without merit.

11. For all the aforesaid reasons, this Court finds no ground to interfere with the impugned notification. Accordingly, the Writ Petition stands dismissed. There shall be no order as to costs. Consequently, the connected Miscellaneous Petitions are closed.

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NCC : No
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