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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 27.04.2026

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THE HON'BLE MR.JUSTICE HEMANT CHANDANGOUDAR

W.P.(MD)No.29721 of 2025

and

W.M.P(MD)No.22992 of 2025

Centre For Education and Rural Development (C.E.R.D)

Rep. by its Chairman Sriichakkraverthi

.. Petitioner

- Vs. -

The Madurai Corporation,
Rep., by its Commissioner,
Madurai Corporation,
Madurai.

.. Respondent

Prayer : Writ Petition is filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Certiorarified Mandamus or any other writ, order or direction in the nature of writ calling for the records pertaining to the impugned communication in A4/14706/2013 dated 05.08.2025 and 06.10.2025 issued by the respondent revising the monthly rent for the community hall situated on the southern side of Anna Bus Stand, Subburaman Street, Zone IV, Madurai, from Rs.54,469/- plus 18 percentage GST to Rs.1,94,411/- plus 18 percentage GST with effect

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from 01.04.2025, quash the same and direct the respondents to restore the earlier license terms dated 15.03.2025, fixing the rent at Rs.54,469/- plus 18 % GST, for the license period 01.04.2025 to 31.03.2028.

For Petitioner : Mr.N.Dilipkumar
For Respondents : Mr.Veerakathiravan,
Additional Advocate General
for Mr.S.Vinayak
Standing Counsel

ORDER

The petitioner challenges the impugned communication dated 05.08.2025 and 06.10.2025 issued by the respondent whereby monthly rent has been revised to Rs.1,94,411 with 18% GST with effect from 01.04.2025. The said revision of rent was based on inspection wherein it was allegedly found that the petitioner is using 865 sq.mts for running an educational institution.

2. The respondent had executed an agreement in favour of the petitioner on 03.03.2006 for a period of three years by which the petitioner was permitted to use the community hall for running the educational



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institution. The said agreement provides for increase of 15% in the rent amount after three years of occupation, ie., from the date of 01.03.2006.

The said agreement also provides for termination of agreement.

3. The petitioner claims that the agreement was renewed from time to time for a period of three years and the petitioner is in possession of the said community Hall for running an educational institution. However, the respondent unilaterally without issuing notice to the petitioner has revised the monthly rent.

4. The learned Additional Advocate General appearing for the respondent corporation submitted that the rent has been revised upon inspection wherein it was found that the petitioner had additionally constructed a building and using the said building, the petitioner is running an educational institution and this necessitate the respondent to revise the rent.

5. Be that as it may, the impugned orders have been issued without providing an opportunity of hearing to the petitioner.



6. At this stage, learned Additional Advocate General for the respondent submitted that the impugned orders shall be withdrawn and fresh proceedings will be initiated for revision of monthly rent after providing an opportunity of hearing to the petitioner.

7. The said submission is taken on record.

8. In light of the above submission made by the learned Additional Advocate General, the impugned orders issued by the respondent are hereby set aside. Liberty is preserved to the respondent to initiate proceedings afresh in accordance with law.

9. Accordingly, this writ petition is allowed.

10. There shall be no order as to costs. Consequently, connected miscellaneous petition is closed.

27.04.2026

Index : Yes/No
Internet : Yes/No
NCC : Yes/No
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To

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The Commissioner,
Madurai Corporation,
Madurai.



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HEMANT CHANDANGOUDAR, J.

PJL

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