

IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

SPECIAL LEAVE PETITION [C] NO. 9721 OF 2006

Soora Balasubramaniam Chetty & Ors. ... App
ellants

Vs.

Arulmigu Ekambaranathar Thirukoil, ... Respondents
Kancheepuram & Ors.

O R D E R

R.V.RAVEENDRAN, J.

A huge area of 50 Grounds of land in the city of Chennai was leased by the first respondent temple to the predecessors of Petitioners 1 to 6 and respondents 4 to 9 in the year 1899 for a period of 99 years, on a monthly rent of Rs.39.34. The Lessees put up a structure in the leased land. The said building has been let out by the lessees to the Postal Department (respondents 2 and 3) on a monthly rent of Rs.90,000/-.

2. On the expiry of the lease, the first respondent temple filed a suit for possession against the lessees and

postal department in C.S. No.769/2001 on the file of the High Court of Madras. The claim of the lessees under section 9 of the Tamil Nadu City Tenants Protection Act was rejected by the High Court and SLP against the said judgment was rejected by this Court.

3. In the suit for possession, the first respondent temple filed an application seeking a direction to the postal department (respondents 2 and 3) to pay the rents directly to the temple instead of the lessees (defendants 1 to 12 in the suit) as the lease in their favour had expired. Respondents 2 and 3 also filed an application in the said suit, seeking leave to deposit the rents.

4. The learned Single Judge heard the said applications and made an order dated 4.4.2006 directing that fifty percent of the arrears of rent due by respondents 2 and 3 (aggregating to about Rs.9,90,000/-) be paid to the first respondent temple. He also directed continuation of the same arrangement in future also, pending disposal of the suit. The said order was challenged by the petitioners in an intra-Court appeal. The Division Bench found no reason to interfere with the order of the learned Single Judge and rejected the appeal by a brief judgment dated 18.4.2006.

The petitioners have filed this special leave petition seeking leave to challenge the said decision.

5. The learned counsel for the petitioners submitted that petitioners and respondents 4 to 9 were the lessees under the first respondent temple and that the postal department was their tenant; and as the postal department had no privity of contract with the first respondent temple who is the owner of the land, the postal department cannot directly pay the rents to the first respondent temple.

6. It is true that the postal department was inducted into the premises as tenant by the lessees and that as the tenant of the lessees, liable to pay the rents to the lessees. But the impugned interim order has been passed taking note of certain subsequent events. The lease period in favour of the lessees has expired. The lease has not been renewed and the first respondent temple has filed a suit for possession against the lessees as also the postal department. In the said suit, the temple has also prayed for payment of Rs.985,950/- per month as damages for use and occupation from 1.10.2000 in addition to a sum of Rs.27,37,500/- for the period 21.11.1998 to 30.9.2000. The first respondent temple has no security for the amount that

may ultimately become due, if the suit is decreed. In the circumstances, to safeguard the interest of the first respondent temple, if the Court felt that 50% of the rent should be paid by the postal department to the first respondent temple purely as an interim measure and without prejudice to the rights of parties and subject to the final decision in the suit, the petitioners can have no grievance.

7. The learned counsel for petitioners next contented that on account of certain vagueness in para 7 of the order dated 4.4.2006 of the learned Single Judge, the postal department, has misinterpreted the direction and paying to the first respondent temple, the entire rent, instead of 50%, from the date of the order.

8. When the order of the learned Single Judge is read in entirety, it is clear that the learned Single Judge had directed that 50% of the rent should be paid to the temple, by the postal department, and the remaining 50% of the rent to the lessees. Para 7 of the judgment of the Single Judge, though not specific in this behalf, when read with the earlier paras, makes it clear that the direction is that only 50% of the rent shall be paid to the first respondent temple.

9. Respondents 2 and 3 have *bona fide* interpreted para 7 of the order of the learned Single Judge to mean that they should pay entire rent of Rs.90,000/- to the first respondent temple from the date of the order (4.4.2006). The payment till now (upto 31.10.2008) shall not therefore be disturbed. At all events any payment will be subject to the final decision in the suit for possession and damages filed by the first respondent temple.

10. We therefore clarify that respondents 2 and 3 shall henceforth (that is from 1.11.2008) pay 50% of the rent to their landlords (defendants 1 to 12 in the suit) and 50% of the rent to the first respondent temple, during the pendency of the suit. In regard to the arrears for the period upto 31.3.2006, referred to in para 6 of the learned Single Judge's Order, the 50% of arrears said to have been withheld by the respondents 2 and 3 shall be paid to the lessees of the land, if it is not already paid.

11. Having regard to the facts and circumstances, we request the learned Single Judge before whom the first respondent's suit for possession is pending to dispose of the suit expeditiously, preferably within six months.

12. With the above clarifications, the special leave petition is accordingly disposed of.

.....J.
(R V Raveendran)

New Delhi;
October 23, 2008.

.....J.
(Aftab Alam)