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W.P.No.22359 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :15.10.2025

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THE HONOURABLE MR.JUSTICE M.DHANDAPANI

**W.P.No.22359 of 2023
and W.M.P.No.21740 of 2023**

A.Padma Manohar

... Petitioner

Vs.

Hindustan Petroleum Corporation Limited,
Thalamuthu Natarajan Building,
4th Floor,
No.1, Gandhi Irwin Road,
Egmore,
Chennai-600 008.

... Respondent

For Petitioner : Ms.Subharanjani Anand
for Mr.N.Dwarakanath

For Respondent : Mr.S.Krishnan
Senior Counsel



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ORDER

The learned counsel appearing for the petitioner would submit that the property in dispute originally belonged to one P.V.Duraisamy Mudaliyar, who had purchased the subject property in the year 1916. Thereafter, he executed a Will in favour of one Gnanambal, who is none other than the granddaughter of the said Duraisamy Mudaliyar and on the basis of the Will, Probate O.P.No.158 of 1920 was filed before this Court. After the order was passed in Probate O.P.No.158 of 1920 by this Court, the said Gnanambal executed a partition deed dated 22.09.1994 in favour of one Mahadevi, Doraivelu, Nagarajan, Umadevi, Sankaran and Loganayaki. Thereafter, the petitioner and her husband purchased the property measuring to an extent of 6445 sq.ft from the legal heirs of Gnanambal vide sale deeds dated 23.03.1995 and 03.05.1995 from Sankaran and Nagarajan. Thereafter, the petitioner came to know that the respondent Corporation is in occupation of the property and repeatedly the petitioner is requesting the respondent to pay the rent, however, they refused to pay the same. Hence, this Writ Petition has been filed.



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2. The learned Senior Counsel appearing for the respondent submits that admittedly, the property belonged to Gnanambal and after partition, the respondent entered into a lease agreement with the legal heirs of Gnanambal vide lease agreement dated 26.06.1974 and subsequently, the legal heirs of Gnanambal alienated the subject property which was not intimated to the respondent and thereby, the respondent is not able to pay the rent. However, the respondent is ready to pay the rent as on date, if the petitioner is able to identify the land in which the respondent is in occupation.

3. In view of the above, the issue between the petitioner and the respondent can be easily resolved by issuing a direction to the jurisdictional Tahsildar to measure the property on the basis of the document possessed by the petitioner, after issuing notice to the respondent Corporation. In the presence of both the parties, the property may be measured and demarcated by the jurisdictional Tahsildar, Guindy, Chennai. If the respondent



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Corporation is in occupation of the petitioner's property, the Tahsildar shall intimate extent of their occupation to the petitioner for the purpose of deciding the rental dues payable by the respondent to the petitioner and file a report before this Court on or before 30.10.2025.

4. Registry is directed to send a copy of the order of this Court to the Tahsildar, Guindy, Chennai, enabling them to comply with the above directions given above and file the report before this Court on or before 30.10.2025.

5. Post the matter on **30.10.2025**.

15.10.2025

ssb

To

The Tahsildar,
Guindy, Chennai.



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M.DHANDAPANI, J.

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