



W.P.(MD)No.7760 of 2021

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED: 17.10.2023

CORAM

THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH

W.P.(MD)No.7760 of 2021

and

W.M.P.(MD)No.21427 of 2023

S.Ramar

... Petitioner

vs.

1.The Chief Controller of Explosives,
Petroleum and Explosives Safety Organisation (PESO),
“A” Block, CGO Complex, 5th Floor,
Seminary Hills, Nagpur, Maharashtra- 440 006.

2.The Deputy Chief Controller of Explosives,
Sivakasi Sub Circle Office, FRDC Complex,
Near ESI Hospital, Sivakasi West- 626 124,
Virudhunagar District.

3.The District Magistrate-cum-District Collector,
District Collector, Virudhunagar District.

4.The District Revenue Officer-cum-Additional
District Magistrate, Virudhunagar District.

5.Muthuraman

6.Thirupathi

... Respondents



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PRAYER: Writ Petition filed under Article 226 of the Constitution of India for issuance of Writ of Mandamus, directing the respondents 1 to 4 to consider the representation dated 29.10.2020 and 11.01.2021 respectively and consequently direct the respondents 1 to 4 to conduct an enquiry and take necessary action against the 6th respondent based on the representation dated 11.01.2021.

For Petitioner	:Mr.J.Jeyakumaran
For R1 and R2	:Mr.S.Jeyasingh
For R3 and R4	:Mr.A.K.Manikkam
	Special Government Pleader
For R5 and R6	:Mr.N.Meenakshi Sundaram
	for Mr.N.Marimuthu

ORDER

This Writ Petition has been filed seeking for issuance of a Writ of Mandamus directing the respondents 1 to 4 to consider the representations made by the petitioner on 29.10.2020 and 11.01.2021 and to direct the respondents 1 to 4 to conduct an enquiry and take action against the sixth respondent.

2.The case of the petitioner is that he and the fifth respondent are brothers and they were running a fire works factory in the subject property. Due to an accident, the explosive licence that was granted to



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run the factory was suspended. The further case of the petitioner is that the fifth respondent, who is the brother of the petitioner, approached the petitioner to permit him to run the factory by obtaining a fresh licence. It is stated that the fifth respondent had promised to pay a sum of Rs.50 lakhs to the petitioner in this regard and that the petitioner was also to cooperate for enabling the fifth respondent to get fresh licence. There was some dispute at this stage, since the amount that was undertaken to be paid by the fifth respondent was not paid to the petitioner.

3.The petitioner has alleged that the fifth and sixth respondents have managed to fabricate a forged lease deed, as if the petitioner has leased his land to put up the fire works factory and this lease was for a period of 50 years from 01.06.2016. According to the petitioner, he has not given any such lease deed in favour of the fifth and sixth respondents and he has also not given any no objection certificate for running the fire work factory. However, the petitioner came to know that the explosive licence was granted by the first and second respondents and that the fourth respondent has also issued a licence and by virtue of the same, the



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factory is being run by the fifth and sixth respondents.

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4.It is under these circumstances, the petitioner has given a representation to the officials to make an enquiry and take necessary action against the fifth and sixth respondents. Since the same was not considered, the present Writ Petition has been filed before this Court.

5.The first and second respondents have filed a counter affidavit and they have taken a stand that pursuant to the fire accident, the licence was suspended and thereafter, based on the application seeking for fresh licence, the factory premise was inspected by the officers and the permission sought for by the sixth respondent for running the fire work factory is now pending before the first respondent.

6.The fourth respondent has filed a counter affidavit and the relevant portions in the counter affidavit are extracted hereunder:

“8.It is submitted that the main argument of the petitioner is that the lease agreement dated 02.06.2016 said to have been executed were not signed by him and it is a forgery one. It is submitted that the lease agreement in



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question has been executed before the Notary. If it is a forgery one as alleged by the petitioner, he ought to have been complaint before the Police and filed a Civil Suit before the competent Civil Court challenging the genuineness of the said Lease Agreement.

Further it is submitted that the petitioner Ramar gave complaint to Respondent 3 Collector, in that complaint Ramar States that “எனக்கும் எனது சகோதரர் முத்துராமனுக்கும் பாத்தியப்பட்ட சொத்தானது விருதுநகர் மாவட்டம், விருதுநகர் தாலுகா, காரிசேரி கிராமம், புல எண்கள் 458, 461, 462, 463/1, 464/1, 465/2 மற்றும் 467/7-ல் உள்ளது. அதில் பட்டாசுத் தொழிற்சாலை நடத்த முடிவு செய்து ரமேஷ் பயர் ஓர்க்ஷ் பேக்டரி என்ற பெயரில் பட்டாசுத்தொழிற்சாலை நடத்தி வந்தேன், மேற்படி தொழிற்சாலையில் 10.09.2014-ம் தேதி நடைபெற்ற வெடிவிபத்து காரணமாக தொழிற்சாலையின் படைக்கலச்சட்ட உரிமம் மற்றும் வெடிபொருள் துறை உரிமங்கள் தற்காலமாக நிறுத்தம் செய்யப்பட்டது அதன் பின்பு சிறுது காலம் பட்டாசு தொழிற்சாலை இயங்காமல் இருந்தது. அதன்பின்பு தொழிற்சாலையை தொடர்ந்து நடத்த வேண்டும் என்ற முடிவெடுத்ததன்பேரில் எனது சகோதரர் முத்துராமன் பட்டாசு தொழிற்சாலையை நடத்துவது என்றும், முத்துராமன் எனக்கு அதற்கு ஈடாக ரூ.50,00,000/- (ரூபாய் ஐம்பது லட்சம் மட்டும்) எனக்கு கொடுக்க வேண்டும் எனவும் முடிவு செய்யப்பட்டது. மேலும், தொழிற்சாலைக்கான பாக்கிகள் ரூ.60,91,100/-த்தையும் முத்துராமன் செலுத்த வேண்டும் எனவும் முடிவு செய்யப்பட்டது.

மேலும் எனக்கும் முத்துராமனுக்கு ஏற்பட்ட சமரச ஒப்பந்தப்படி முத்துராமன் எனக்கு ரூ.50,00,000/- தர வேண்டும் மற்றும் பெற்றுக்கொண்ட பின்னர் ரமேஷ் பயர் ஓர்க்ஷ் பேக்டரியில் எனக்கு இருந்த உரிமைகள் பின்தொடர்ச்சி இல்லாமல் போய்விடும். ஆனால் இன்று வரை எனக்கு முத்துராமன் ரூ.50,00,000/- தரவில்லை. அதனால் நானே தொழிற்சாலை உரிமையாளராக இருந்து வருகிறேன்.

It clearly shows that there was understanding between the petitioner and Respondent 5. Since Respondent



5 has not paid the agreed amount hence petitioner denies his signature.

9. With regard to the averments made in ground (I) to (v), it is submitted that the main averment of the petitioner is that the lease agreement dated 02.06.2016 said to have been executed were not signed by him and it is a forgery one. But the petitioner has not given any Police complaint against the respondents 5 and 6. he has not filed any Civil suit against respondents 5 and 6 challenging the genuineness of the lease agreement dated 02.06.2016. It is submitted that the power to decide whether Lease agreement in question is a original one or a forgery one, vests with District Munsif Court only. The Civil Court is the competent authority to decide whether the Lease agreement in question is a forgery one or not.”

7. Heard Mr.J.Jeyakumaran, learned Counsel for the petitioner, Mr.S.Jeyasingh, learned Counsel for the respondents 1 and 2, Mr.A.K.Manikkam, learned Special Government Pleader appearing on behalf of the respondents 3 and 4 and Mr.N.Meenakshi Sundaram, learned Counsel for the fifth and sixth respondents.

8. In the considered view of this Court, it is not necessary for this Court to go into the merits of the claim made by the petitioner on the one hand and the fifth and sixth respondents on the other regarding the various suits that are pending before Court. On going through the



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records, it is seen that the fourth respondent has granted the Sulphur licence to the sixth respondent upto the year 2020. Now, the application for renewal of the commercial licence is pending before the first and second respondents. The first and respondents while considering the grant of licence will have to necessarily consider the documents that are relied upon by the fifth and sixth respondents and also the objections that are being made by the petitioner. Therefore, it will be appropriate to direct the first and second respondents to deal with the same and take a decision with regard to the grant of commercial licence sought for by the sixth respondent. This Court need not undertake this exercise while exercising its jurisdiction in the place of the first and second respondents. It is made clear that the first and second respondents will deal with the entire issue and take a considered decision with regard to the request for the grant of commercial licence made by the sixth respondent. This Court has not dealt with any of the facts or rendered any finding and it is independently left open to the respondents 1 and 2 to deal with the request made by the sixth respondent for commercial licence and objections made by the petitioner in that regard.



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9.This Writ Petition is disposed of in the above terms. No costs.

Consequently, connected miscellaneous petition is closed.

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

17.10.2023

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To

3.The District Magistrate-cum-District Collector,
District Collector, Virudhunagar District.

4.The District Revenue Officer-cum-Additional
District Magistrate, Virudhunagar District.



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