



W.P.(MD).No.10209 of 2023

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED: 27.04.2023

CORAM:

THE HONOURABLE MR.JUSTICE C.V. KARTHIKEYAN

**W.P.(MD).No.10209 of 2023
and W.M.P(MD).No.9050 of 2023**

P.Natarajan

... Petitioner

Vs.

**1.The Commisioner of Municipal Administration,
Sixth Floor,
Ezhilagam,
Annexure Building,
Chepauk,
Chennai-600 005.**

**2.The Municipal Council,
Represented by its Chairman,
Usilampatti Municipality,
Madurai District.**

**3.The Commissioner,
Usilampatti Municipality,
Madurai District.**

...Respondents

PRAYER : Writ Petition is filed under Article 226 of the Constitution of India to issue a Writ of Certiorarified Mandamus, calling for the records relating to the impugned notices dated 17.04.2023 and 19.04.2023 in



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Na.Ka.No.808/2022/E1 issued by the third respondent and quash the same and consequently restraining the respondents from evicting the petitioner from the subject shop in Old Shop No.6, New I.U.D.P.Shop No.119/93 situated at Usilampatti Bus Stand, Usilampatti till the expiry of the tenure of the lease on 31.03.2026.

For Petitioner : Mr.J.Barathan

For Respondents : Mr.N.Muthu Vijayan
Special Government Pleader
for R1
Mr.Austin for R2 and R3

ORDER

This Writ Petition has been filed in the nature of Certiorarified Mandamus, seeking records of the notices, dated 17.04.2023 and 19.04.2023 in Na.Ka.No.808/2022/E1 issued by the third respondent and quash the same and restrain the respondents from evicting the petitioner from old Shop No.6, to New I.U.D.P Shop No.119/93 situated at Usilampatti Bus Stand, Usilampatti, till the expiry of the lease on 31.03.2026.



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2. In the affidavit filed in support of this writ petition, the petitioner had stated that he is running a tea and snacks shop. The bus stand was renovated in the year 2007 and the petitioner had been granted lease for a period of nine years from 01.10.2007 to 30.09.2016. He stated that he again participated in the auction and lease was granted from 01.04.2017 to 31.03.2026. It had been further stated that the Municipal Council of Usilampatti Municipality had convened a meeting and informed about the construction of a new larger bus stand. It was stated that the petitioner was under the impression that his lease would be continued till the lease period ended on 31.03.2026. In the meanwhile, the impugned notices were issued. The first notice is dated 17.04.2023, wherein, reference was drawn to a meeting dated 13.03.2023 and it was informed to the petitioner that a decision had been taken to construct a bus stand at Usilampatti and therefore, the petitioner should vacate the premises within a period of seven days. The second notice is dated 19.04.2023, wherein, reference has been drawn to another writ petitions filed before this Court and it had been stated that in the said writ petitions, permission had been granted to the individual shop owners to



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give representations to the third respondent and it was reiterated that the petitioner should vacate the premises within a period of seven days.

3. The learned counsel appearing for the petitioner drew the attention of this Court to an earlier order passed in W.P(MD).Nos.6494 of 2023 etc., in the case of ***SP.Karthigaisamy and others vs. The Commissioner of Municipal Administration and another*** and pointed out that in paragraph No.4 of the said order, this Court had held that there would be a meeting on 13.03.2023 with the petitioners therein and other shop keepers which would include the petitioner herein and an appropriate decision must be taken. The learned counsel stated that this Court had further stated that such decision should be taken keeping in mind that the lease period would be inforce till the year 2026. The learned counsel further stated that the respondents must be called upon to inform as to what decision was taken consequent to the meeting, dated 13.03.2023.

4. The learned Special Government Pleader, who had taken notice on behalf of the first respondent, pointed out that in paragraph No.7 of



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the said order, this Court had stated that the petitioners therein will have to await the decision taken during the meeting, dated 13.03.2023 and that the petitioners are at liberty to give representations. Admittedly, the petitioner herein had not given any representation.

5. The learned counsel appearing for the petitioner drew the attention of this Court to the replies received for the queries raised under the Right to Information Act. The first question was as to the extent of the bus stand as on date. It was stated as two acres. The next question was as to the extent of the bus stand proposed to be constructed and it was stated as 1 ½ acre. It was, therefore, contended that there was no necessity for the shops to be evicted.

6. The main ground raised by the petitioner is that the lease period exists upto the year 2026 and that though a meeting was held on 13.03.2023, there was no information about the nature of decision which had been taken consequent to the said meeting. However, the petitioner had not given any representation to the respondents.



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7. The respondents have every right to take a decision seeking the petitioner to vacate the shop, particularly, since the terms of the lease stipulate that when required, the respondents can resume possession of the shop. In this connection, the following two clauses can be referred:

(i) மன்றம் விரும்பினால் எவ்வித காரணமும் இன்றி முன்னறிவிக்கை செய்து உரிய காலத்தின் இடையில் உரிமத்தை நிறுத்தி விட அதிகாரம் உண்டு

(ii) மேற்படி கடைகளுக்கு நகராட்சிக்கு தேவைப்படும்போது தாங்கள் எவ்வித ஆட்சேபனையின்றி அப்போதுள்ள நிலையிலேயே இடத்தை திரும்ப ஒப்படைக்க வேண்டும்.

8. The prerogative of the respondents to resume possession is very much clear and they are the terms and conditions under which the lease had been granted. A decision had been taken for construction of a new bus stand and when private interest is to be balanced with public interest, certainly, the interest of the petitioners will have to take a backside and the necessity for constructing a bus stand prevails over the interest of the petitioner to run a tea and snacks shop. The petitioner will have to necessarily abide by the decision under which the lease was granted.



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Even though the lease period still subsists, I hold that the respondents have every right to resume the possession of the shop. It is not known as to whether the petitioner participated in the meeting on 13.03.2023 and it is not disclosed whether the petitioner had given a representation to the third respondent herein. Therefore, the petitioner cannot claim any special privilege and he has to abide by the decision taken to vacate the shop consequent to the terms and conditions under which lease had been granted. Therefore, I find no merit in the present writ petition.

9. Accordingly, this Writ Petition is dismissed. There shall be no order as to costs. Consequently connected miscellaneous petition is closed.

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Index: Yes/No
Internet: Yes/No
ssb



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To

1. The Tahsildar,
Srirangam Taluk,
Srirangam,
Trichy District.
2. The Firka Surveyor,
Srirangam,
Trichy District.



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C.V. KARTHIKEYAN, J.

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