

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 30.06.2015

CORAM:

THE HONOURABLE MR. JUSTICE T.RAJA

W.P.No.19053 of 2015
and
M.P.Nos.1 and 2 of 2015

S.Munuswamy

.. Petitioner

vs.

- 1.The Block Development Officer,
Thandarampet Panchayat Union,
Thandarampet. T.V.Malai District.
- 2.The Executive Officer/Village Panchayat President,
Thandarampet Panchayat Union,
Thandarampet, Thandarampet Taluk,
T.V.Malai District.

.. Respondents

Writ Petition filed under Article 226 of the Constitution of India to issue a Writ of Certiorarified Mandamus calling for the entire records of the 2nd respondent's notice dated 23.06.2015 and quash the same insofar as the auction of the Petitioner's Shop No.5 is concerned situated in Thandarampet Village Panchayat Commercial Complex, Thandarampet, T.V.Malai District and thereby direct the respondents to renew lease of the Petitioner's Shop No.5 as per G.O.Ms.No.92 Municipal Administration and Water Supply Department dated 3.7.2007 in pursuance to the petitioner's representation dated 17.6.2015 and 23.6.2015.

For petitioner : Mr.T.Chellapandian,
for M/s.K.A.Ravindran

For respondents : Mr.R.Govindasamy,
Additional Government Pleader

ORDER

Mr.R.Govindasamy, learned Additional Government Pleader, takes notice for the respondents.

2. With the consent of both the parties, this Writ Petition is taken up for disposal at the admission stage itself.

3. Learned counsel appearing for the petitioner would submit that the petitioner was allotted Shop No.5 in the Village Panchayat Commercial Complex, Thandarampattu, for a period of 3 years from 01.07.2012 to 30.6.2015 and he has been paying the rent fixed by the

respondents regularly. As the lease period expired on 30.06.2015, he made a representation on 17.6.2015 to the second respondent to renew the lease. As there was no response from the second respondent, again, he made a representation to the second respondent to renew the lease of the shop for a further period of three years. However, the second respondent served a notice dated 23.6.2015 on the petitioner rejecting the request of the petitioner to renew the lease of Shop No.5 and directing the petitioner to vacate the Shop. The learned counsel for the petitioner would submit that the petitioner is entitled to the benefit of G.O.Ms.No.92 Municipal Administration and Water Supply Department dated 03.7.2007, and as per this G.O., lease will be renewed automatically for 3 times upto 9 years on payment of 15% enhanced rent from the relevant point of time.

4. Learned Additional Government Pleader would submit that the petitioner is not entitled to renew the lease of Shop No.5 as per G.O.Ms.No.92 Municipal Administration and Water Supply Department dated 03.7.2007 since he has completed 9 years of lease. The petitioner, even after completing 9 years, sought renewal of the lease for a further period of 3 years and that was also granted till 30.06.2015 and thus, the petitioner has been enjoying the lease for a period 12 years. Hence, the petitioner is not entitled to renew further the lease of the Shop.

5. As the petitioner has completed his entire period of lease of 9 years, this Court finds no merits in the submission of the learned counsel for the petitioner. For the reasons stated above, the Writ Petition fails and the same is dismissed. No costs. The connected Miscellaneous Petitions are closed.

Sd/-
Asst.Registrar (J)

/true copy/

Sub Asst. Registrar

asvm

To

- 1.The Block Development Officer,
Thandarampet Panchayat Union,
Thandarampet.
T.V.Malai District.
- 2.The Executive Officer/
Village Panchayat President,
Thandarampet Panchayat Union,
Thandarampet, Thandarampet Taluk,
T.V.Malai District.

+1 cc to Mr.K.A.Ravindran, Advocate, sr.32228

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ca(co), kra(17.08)