

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated :: 24.6.2016

CORAM:

THE HONOURABLE MR.JUSTICE T.S.SIVAGNANAM

W.P.No.13218 of 2016

and WMP.No.11586/2016

N.Kalaiselvi ... petitioner

versus

The District Collector
Perambalur District Perambalur ... respondent

Writ Petition filed under Art.226 of the Constitution of India praying for a Writ of Certiorarified Mandamus to call for the records of the respondent in regard to the order passed in Na.Ka.No.240/G&M/ 2011 dated 29.3.2016 quash the same and direct the respondent to permit the petitioner to quarry and transport the stones from the leasehold land bearing S.F. No. 328/2 Block 25 admeasuring 1.00.0 Hectare in Kalpadi (North) Village Perambalur Taluk and District for a period of 3 years 8 months and 17 days from the date of issue of transport permit.

For petitioner ... Mr.V.Sanjeevi

For respondents ... Mr.S.Diwakar, Spl.G.P.

O R D E R

Heard Thiru.V.Sanjeevi, learned counsel for the petitioner and Thiru.S.Diwakar, learned Special Government Pleader for the respondent.

2. With the consent of both the sides, the Writ Petition is taken up for disposal.

3. The prayer sought for in this Writ Petition is to quash the order passed by the respondent, rejecting the request made by the petitioner for grant of permission to continue to quarry stone jelly in the government stone quarry for the non operative period, during which the petitioner was unable to operate quarry for reasons beyond her control.

4. The following facts are necessary to be taken note of for deciding as to whether the petitioner is entitled to the

(a) On 13.2.2006, the respondent issued a tender notification calling for applications for grant of lease for quarrying rough stones and jelly from the promboke land bearing S.F.No.328/2 (Block 25) admeasuring 1.00.0 Hectare in Kalpadi (North) Village, Perambalur Taluk and District, for a period of ten years under Rule 8(1) of the Tamil Nadu Minor Mineral Concession rules, (hereinafter referred to as "the Rules").

(b) The petitioner's husband Mr.K.Nallathambi, participated in the tender cum auction and was declared as successful bidder, as his offer of Rs.10,50,000/- being the highest bid was accepted and a lease deed was executed in his favour on 29.3.2006. By virtue of the lease deed, petitioner's husband was entitled to quarry for a period of ten years till 28.3.2016. On 27.11.2009, petitioner's husband died due to H.I.V. In fact, the petitioner and her minor child are also affected by HIV. Though the petitioner's husband died on 27.11.2009, the quarry was operated only up to 18.5.2010, since only till then, transport permit was granted. Thereafter, the authorities refused to grant transport permit on the ground that unless lease is transferred in favour of the petitioner, the question of allowing her to operate the quarry and transport quarry materials would not be possible. Therefore, the petitioner submitted a representation for transfer of lease from the month of May 2009, followed by representations dated 22.5.2010, 22.07.2011, 16.7.2012, 17.9.2012 and 31.12.2012. All these representations were not considered and they were kept pending. Therefore, the petitioner submitted a representation to the Hon'ble Chief Minister's Cell on 7.3.2013 and thereafter, one more representation to the respondent on 24.6.2013. In spite of all these representations, no order was passed by the respondent, which compelled the petitioner to approach this Court by filing Writ Petition in W.P.No.22124/2013, praying for a writ of Mandamus to direct the respondent to pass orders permitting the petitioner to continue quarrying operations on the ground that she is the legal heir of the deceased lessee.

(c) When the said Writ Petition came up for admission, notice was ordered to the respondent on 13.8.2013. During the pendency of the Writ Petition, District Collector, Perambalur, passed an order dated 5.12.2013 transferring lease in favour of the petitioner and permitting her to continue quarrying operations for the remaining period.

(d) When the said Writ Petition was taken up for hearing on 6.12.2013, the order passed by the District Collector, dated 5.12.2013, was brought to the notice of the Court and accordingly, the Writ Petition was disposed of by recording the fact that the lease stood transferred in favour of the petitioner. At that juncture, the petitioner sought for liberty to approach the respondent, seeking for extension of time, so as to continue to quarry for the non operative period. This submission was accepted by the Court and liberty was granted to

the petitioner to approach the respondent with such a request. The respondent was directed to consider the said request in accordance with law and on merits. Based on the order of transfer of the lease in favour of the petitioner, dated 5.12.2013, the Deputy Director/Assistant Director of Geology and Mining, Perambalur had issued transport permission from 4.2.2014. According to the petitioner, the non operative period is 3 years 8 months and 17 days and therefore, she requested the District Collector by representation dated 15.12.2015, to allow her to operate the quarry for the non operative period. This representation was pending and not taken into consideration and therefore, the petitioner once again approached this Court by filing Writ Petition in W.P.No.2209 of 2016, which was disposed of by order dated 14.3.2016, directing the respondent to consider the application for extension of lease period, by taking into consideration the liberty granted by this Court in the earlier Writ Petition in W.P.No.22142 of 2013. The respondent was directed to pass order within a period of ten days from the date of receipt of the said orders. Pursuant to the said direction, the respondent has passed the impugned order dated 29.3.2016, rejecting the petitioner's request for extension of time. The petitioner has filed the present Writ Petition challenging the said order.

5. After elaborately hearing the learned counsel for the petitioner and the learned Special Government Pleader and perusing the material documents placed, including the counter affidavit, it has to be seen as to whether the impugned order of rejection has been passed in accordance with law.

6. Before going into the merits of the matter, I wish to consider one of the main grounds raised by the respondent with regard to the maintainability of the Writ Petition. According to the respondent, the petitioner has an effective alternate remedy of appeal before the Commissioner of Geology and Mining and without resorting to such remedy, the petitioner could not have approached this Court directly. The settled legal principle is that mere existence of an alternate remedy would not be a bar to prevent a person from approaching this Court invoking the extraordinary jurisdiction under Article 226 of the Constitution of India. It has been held that there can be no straitjacket formula that could be adopted to decide a issue and each individual case has to be considered taking into account the facts and circumstances of the said case. In the instant case, this Court is of the view that the petitioner need not be driven to the appellate forum for the simple reason that though the petitioner made a request for transfer of lease in her favour, for 2½ hours, the respondent did not take any action on the same. After the petitioner filed W.P.No.22142 of 2013, notice was ordered in the Writ Petition and the respondent passed an order, which was produced before this Court. Therefore, this Court is of the view that it would be harsh to direct the petitioner to avail alternate remedy. One more factor which

weighed in the mind of this Court is that the petitioner and her minor son are both afflicted with HIV and her husband also died due to HIV. Therefore, the contention raised by the respondent that the Writ Petition is not maintainable deserves to be rejected.

7. Once having steered clear of the said issue, it has to be seen as to whether the impugned order of rejection of the petitioner's request is justified. Two reasons have been assigned by the respondent for passing the order of rejection. Firstly, it is contended that though the petitioner's husband died on 27.11.2009, up to 18.5.2010, the petitioner has been operating the quarry and transport permits have been issued. In the lease deed executed in favour of the petitioner's husband dated 29.3.2006, while describing the lessee, it is stated that "lessee" shall include his heirs, executors, administrators, legal representatives, assigns. In fact, the lease deed is a statutory form as prescribed under appendix (1) of the Rules. Therefore, all that was required to be done was only an intimation about the demise of the lessee. That by itself would not dis-entitle the heirs to enjoy the leasehold rights, since the expression "lessee" includes the heirs of the lessee. In fact, the District Collector in his order dated 5.12.2013, has referred to the earlier Government Order dated 3.9.1997, wherein similar clarification was issued. Therefore, the said ground cannot be put against the petitioner and the order of rejection of the request made by the petitioner to the said ground is untenable.

8. The second ground for rejecting the petitioner's request is that the petitioner had applied for transfer of the lease in her favour only on 22.7.2011 and therefore the question of granting extension of lease cannot be considered since while ordering transfer of lease in favour of the petitioner, by order dated 5.12.2013, the petitioner was granted permission only to quarry for the remaining period up to 28.3.2016 and she has accepted this order. As already pointed out, the right of the petitioner to succeed to the leasehold rights is automatic and a transfer of name is only an administrative procedure for the issuance of transport permit. Therefore, the statutory application for transfer of lease in her favour would not be very material, especially in the facts and circumstances of the case. That apart, the contention that the petitioner had accepted the order of transfer dated 5.12.2013 wherein she was permitted to quarry up to 28.3.2016, and therefore now she cannot seek for extension can hardly be a reason to refuse to consider the petitioner's request for extension. This is so because, the order of transfer of lease was passed nearly 2½ years after the application was made by the petitioner. This order dated 5.12.2013 was passed when the petitioner's Writ Petition in W.P.No.22142 of 2013 was pending. While disposing of the said Writ Petition by order dated 6.12.2013, this Court took into consideration the order dated 5.12.2013. The operative

portion of the order reads thus :-

"3. On this day, when the matter came up for hearing, on instructions from the Collectorate, Perambalur, Mr.T.N.Rajagopalan, learned Special Government Pleader, submitted that by considering the representation of the petitioner, orders have been issued in Rc.No.240/Pu.(Ma)Su./2011 dated 5.12.2013, transferring the lease in favour of the petitioner for the period up to 28.3.2016. Copy of the proceedings dated 5.12.2013, produced before this Court, shall form part of the record.

4. However, Mr.Sanjeevi, learned counsel for the petitioner, submitted that after the demise of the erstwhile lease holder, until today, the petitioner could not continue the quarry operation. Therefore, he requested the Court to pass appropriate orders granting liberty to approach the District Collector, Perambalur.

5. Accordingly, liberty is granted to ventilate any grievance. But, it is made clear that the authorities need not construe it as a positive direction to grant lease for the non operational period. Any request made, should be considered in accordance with law and on merits.

6. In the result, the Writ Petition is disposed of. No costs. Consequently, the connected miscellaneous petition is closed."

9. It can be seen from the above order that the petitioner has been granted liberty to approach the respondent for seeking extension of time for the non operative period and this liberty having been granted, there can hardly be any estoppel against the petitioner.

10. The other reason for rejection of petitioner's request is by referring to Rule 8(5) of the Rules and stating that there is bar to grant extension of lease under the Rules. In fact, this issue is no longer res integra and has been considered by the Division Bench of this Court in the District Collector, Namakkal vs. K.Anbarasi, (2011(1) CWC 673), wherein identical contention was raised by the Government by referring to Rule 8 (1). The Division Bench, to which I was also a party, after referring to various decisions, held that Hon'ble Supreme Court as well as this Court analyzed facts and circumstances of each case and either granted the relief or declined to grant the relief. No doubt, the legal position is that period of lease cannot be extended as there is no Rule providing for such extension. Yet, there has been some departure from the said Rule in the said decision. At this stage, it would be beneficial to refer to the operative portion of the judgment.

9. Mr.J.Raja Kalifulla, learned Government Pleader assailed the impugned judgement passed by the learned single Judge as contrary to law and without jurisdiction. He firstly submitted that the learned single Judge has failed to take into consideration the legal position that under Rule 8 (8)(i) of the T.N.Minor Mineral Concession Rules, 1959 after the period of expiry of the lease, there cannot and shall not be any extension of the lease period. According to the learned Government Pleader in no case the period of lease shall be extended. It was contended that there is no provision for extension of lease under the aforesaid Rules. Learned Government Pleader further submitted that the appellant State Government is empowered to control the quarry operations and in the event litigations arose regarding the lease boundary, government is empowered to conduct survey work in the lease area by suspending the quarrying operations. He relied upon the decisions of the Madras High Court in the case of L.Boomiraja Vs. The District Collector, Dindigul District, (2005) 3 M.L.J. 280, R.Govindasamy Vs. The District Collector, Erode District, 2004 (1) CTC 139 and A.Kumar & Others Vs. The District Collector, Kancheepuram, 2010 Writ L.R. 285.

10. On the other hand, learned counsel appearing for the respondent submitted that the provision of Rule 8(8) of the said Rules does not apply to the facts of the present case. According to the learned counsel since the suspension of quarry operation was not because of the fault of the lessee he is entitled to get extension of lease period.

11. Mr.A.L.Somayaji, learned Senior Counsel appearing for the petitioner in the writ petition viz., W.P.No.5734 of 2010 submitted that the petitioner is carrying on quarry operations in accordance with the terms of the lease and never faulted any of the terms and conditions. All of a sudden the respondent issued notice to the petitioner and other lessees dated 15.12.2006 directing them to stop the quarry operations on the ground that one person has alleged that quarrying in the place in question is endangering the cattle, etc. and may affect the Mettur Dam since quarries are situated near the water spread area. However, based on the test studies and conclusion of the Department of Mining Engineering, Anna University, Chennai the

petitioner was granted permission to carry on the quarrying operations. According to the learned counsel, therefore, for no fault of the petitioner he could not carry on quarrying operations for 18 months and 18 days because of the suspension of the quarrying activity by the respondents. Hence, the petitioner is entitled to carry on the quarrying operations for the remaining period of lease. Learned Senior Counsel lastly submitted that in the similar facts and circumstances, one Mr.K.Selvam, another lessee, filed W.P.No.27912 of 2008, which was allowed by this Court by judgment dated 03.04.2009 and directed the respondents to grant permission to carry on the quarrying operations for a period of 16 months. It is stated by the learned Senior Counsel that the respondent did not challenge the aforesaid order rather implemented the same by granting permission to the lessee to carry on quarrying operations for the period when he was stopped from carrying on mining operations.

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18. In the case of V.Karnal Durai vs. District Collector reported in 1999 (1) SCC 475, the District Collector, Tuticorin by notification invited tender for grant of lease of sand quarry for a period of two years from 1.1.1995 to 31.3.1997. The said advertisement was amended and a modified as a lease for three years i.e., upto 31.3.1998 rather than for two years. On 23.2.1995, the petitioner submitted his tender and offered a sum of Rs.1,60,000/- p.a which was the highest amount. The Collector did not accept the offer, but rejected the same by order dated 22.3.1995 in exercise of the power under Rule 8(6)(b)(ii) of the Tamil Nadu Minor Mineral Concession Rules, 1959. The Collector felt that the appellants offer even though was the highest, was less than the upset price as estimated by the Department. The appellant preferred an appeal to the Director of Geology and Mines, which was allowed by order dated 1.4.1997 on the ground that by closing the date of the tenders, namely, 6.3.1995, the upset price was not fixed by the Assistant Geologist. The Director also held that the offer of the petitioner ought to have been accepted. By the date when the Director allowed the appeal on 1.4.1997, part of the lease period from 1.4.1995 to 1.4.1997 had already expired. Therefore, the Director granted lease only for the remaining period from 1.4.1997 to 31.3.1998. Aggrieved by the said order to the extent that the full three

years lease was not granted by the Director, the petitioner filed writ petition contending that the Director should have given the benefit of amended Rule 8(8)(a), which stated that the lease should run for a period of three years from the date of execution of the lease deed. The learned single Judge dismissed the writ petition holding that the petitioner could not claim that the three years period was to run as per amended 8(8)(a) of the Rules. The matter ultimately went to the Supreme Court. The question before the Supreme Court was as to whether the petitioner is entitled to quarry of lease for three years from the date of execution of the lease deed as per Rule 8(8)(a) of the Rules, as amended by G.O.Ms.No.235 dated 19.12.1996. The Supreme Court observed:-

20. In this context, we may point out that Rule 8(8)(a)(i) as it stood before the amendment had a proviso that the lease amounts for the second and subsequent financial years shall be fixed by way of an annual increase of 20%. We find, however, that the said proviso was dropped w.e.f. 19-12-1996. This is clear from the fact that the amendment states for sub-clause (i) including the provisos, the new amendment is substituted.

21. In the present case, the appellants tender was rejected on 22-3-1995 and the provision for periodic increases was there till 19-12-1996 only. In the circumstances of the case, we have put it to the appellants Senior Counsel that in the event the appeal is to be allowed, we will apply the old Rule up to at least 19-12-1996 so far as the rate is concerned. Learned Senior Counsel agreed for such enhancement. The enhancement would be roughly for 2 years. In the peculiar circumstances of the case, we direct that the lease amount will stand increased, to start, by 40% of the offer, i.e., instead of Rs.1.60 lakhs, it will be Rs.2.24 lakhs per annum. The period of lease will run for a period of 3 years from the date of execution of the lease as stated in the amended Rule, at the rate of Rs. 2.24 lakhs per annum. The appellant shall have to pay the seigniorage also as per the amended Rules in addition to the lease amount. Time for payment of the enhancement in the lease amount or any balance of the lease amount or seigniorage will be one month from today.

the policy decision contained in the relevant GO. The Collector granted the said lease to the petitioner. The lease was executed for a period of one year w.e.f. 3.6.1998. Before the expiry of the term of the lease, the petitioner sought for a renewal for another period of two years. The Collector granted such extension vide order dated 20.12.2000; the principal consideration for granting such renewal being that the lease, as originally executed, should have been for a minimum period of three years which having not been done and erroneously the lease having been executed for a period of one year, the petitioner was entitled to such extension for two years. Around the time when the petitioner was allowed the extension of two years, the Government had taken a decision to hold an auction of the sand mining lease. Respondent 3, a competitor aspirant of the petitioner, preferred a revision before the State Government against the order of the Collector dated 20.12.2000. The revision was filed after expiry of one year and four months from the date of the order of extension. The State Government condoned the delay in filing the revision on the ground that the revision was filed within the period of limitation calculated from the date of the knowledge of Respondent 3. The issue as to locus standi was also decided in favour of Respondent 3. The State Government, vide its order dated 22.4.2002, set aside the order of the Collector influenced mainly by the consideration that the State Government having decided to hold an auction of the mining rights, it was likely to gain higher revenue and therefore it was in public interest to transfer mining rights by holding an auction. The petitioner preferred a writ petition before the High Court which was dismissed. Though the High Court opined that the order of the Collector granting two years extension of mining rights to the petitioner was justified and the State Government was not justified in interfering and setting aside the order of the Collector but it denied the relief to the petitioner on the ground that auction would subserve public interest by fetching higher royalty to the State Government and further, because the period of three years calculated from the date of the original grant had in any case come to an end and therefore, no relief could be allowed to the petitioner. Against such order, the petitioner filed the Special Leave Petition before the Supreme Court. Allowing the Special Leave Petition, their Lordships of the Supreme Court

observed as under :-

5. The only submission made by the learned counsel for the petitioner is that the petitioner has been given a very rough deal by the State Government and the injustice done to the petitioner the High Court has failed to redeem. He had identified and explored the new mining area and made huge expenditure in making the mining area approachable and therefore it was the legitimate expectation of the petitioner that he would be entitled to operate the mine for a minimum period of three years as per the declared policy of State Government. The State Government should not have interfered with the order of the Collector and that too at the instance of a third party--the respondent No. 3, when no auction was held and no right was created in favour of the respondent No. 3. Matter as to the grant or renewal of the lease for a total period of three years was in accordance with the policy of the State Government and was a matter between the State and the petitioner. It was submitted at the end that the petitioner has been agitating his right diligently throughout and the time lost in prosecuting legal proceedings upto the High Court wherein the plea raised by the petitioner laying challenge to the order of the State Government was found to be meritorious and the order of the State Government held liable to be set aside, the petitioner should not have been denied relief and should have been allowed to operate the mine for that period by which the mining operation by the petitioner fell short of three years time.

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20. In the case of S.Ganesan Vs District Collector, Tiruchirappalli (JT 2002 (3) SC 90), pursuant to the notification calling for tender for grant of leasehold rights to quarry sand jelly in SF No.61 in Manamedu Village, Tiruchi District in the State of Tamil Nadu for a period of three years from 14.1.1996 to 31.3.1999, the appellant was the highest bidder offering an amount of Rs.19 Lakhs per year and he deposited the amount towards the first year. One unsuccessful bidder, however, filed writ petition before the High Court in which interim injunction was granted restraining the respondents from granting lease. In the meanwhile, the bid in favour of the appellant was confirmed. Learned single Judge, subsequently, dismissed the writ petition on 29.10.1999 as having become infructuous because the lease period for which the lease was granted itself had expired. Thereafter,

the appellant made a representation to the State Government to direct grant of leasehold right as there was no impediment in the way of the Government. The appellant, relying upon Rule 8-A sought quarry of the lease for three years from the date on which the lease was executed. The Collector rejected the representation on the ground that the new rules had come into force and in the new rules, lease could not be granted in favour of the appellant. The appellant, therefore, filed a writ petition before the High Court and the matter ultimately went to the Supreme Court. Allowing the appeal, their Lordships held as under:-

6. In somewhat identical circumstances when a peculiar situation arose, this Court in V.Karnal Durai v. District Collector, Tuticorin and Anr. (1999) 1 SCC 475 taking note of the fact that for no fault of the appellant the lease period having expired, the lease could not be granted in his favour and, therefore, directed grant of lease of the land in question on appropriate terms. In this matter, land is still available for being leased as per letter of the deputy director (G&M), Tiruchirapalli to which we have adverted to earlier. In the circumstances arising in this case, we think the order made by the High Court in the writ petition and in the writ appeal should be set aside and the writ be allowed as was done in V. Karnal Durai's case but subject to the condition that the appellant shall make further payment in respect of the lease amount per year by enhancing the same by 50% of the earlier bid. This amount is fixed by us taking note of the fact that the money paid by the appellant has been with the respondent for more than a period of 5 years. All other terms shall be governed by the new rules. The department shall now give reasonable time to the appellant to deposit the amount of lease for the entire period of 3 years which shall not be less than four weeks from today.

21. We have given our anxious consideration to the submission made on either side and have taken note of a law declared by the Hon'ble Supreme Court in the Judgments mentioned supra. Hence, it can safely be concluded that the ratio decided by this Court in the cases of L.Boomiraja Vs. The District Collector, Dindigul District, (2005) 3 M.L.J. 280, R.Govindasamy Vs. The District Collector, Erode District, 2004 (1) CTC 139 and A.Kumar & Others Vs. The District Collector, Kancheepuram, 2010 Writ L.R. 285 are

distinguishable.

22. As noticed above, the case of the respondents in W.A.Nos.1018 and 1019 of 2010 is that the appellant issued a tender notice under Rule 8(1)(a) of the Tamil Nadu Mines and Mineral Concession Rules, 1959, in respect of various stone quarries in Namakkal District. The respondents participated in the tender and became the successful bidders. Thereafter, lease deeds were executed on 19.09.2003 for a period of five years. The said lease was suspended by an order dated 11.07.2005, which was challenged by filing two writ petitions. A learned single Judge of this Court by order dated 08.08.2005, directed the appellant to measure the property (quarry site) and hand over the same to the respondents within three weeks and further observed that the period of suspension suffered by the respondents shall be taken into consideration for extending the grant of the lease period by the appellant herein.

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25. In the preceding paragraph of this judgment, we have extensively indicated the law laid down by the Hon'ble Supreme Court and this Court in various decisions in the matter of extension of lease. One common feature in all those cases are that the Hon'ble Supreme Court as well as this Court analyzed the facts and circumstances of each case and granted relief or declined to grant relief. No doubt the settled legal position is that the period of lease cannot be extended as there is no rule providing for such extension. Yet, there has been some departure from the said rule in the decisions referred to supra.

28. The learned Senior counsel appearing for the petitioner would submit that the action of the appellant in not extending the benefit to the respondent/writ petitioner is discriminatory and violation of Article 14 of the Constitution of India, as the appellant has implemented the direction issued by this Court in W.P.No.27912 of 2008, and the petitioner therein is also a similarly placed person as that of the respondents/writ petitioner. The petitioner in W.P.No.27912 of 2008, challenged an order passed by the District Collector, Salem and sought for a direction upon him to grant permission to carry on quarrying operation in the stone quarry for a period of 16 months during which the quarry was suspended. The Government resisted the prayer in the writ petition by raising certain grounds which

have been raised by the appellant herein in these appeals. The learned Single Judge by relying on the decision of the Hon'ble Supreme Court in Bag Raj Singh, and considering the facts of the case allowed the writ petition and directed the District Collector, Salem to grant permission to quarry for a period of 16 months. The said order and direction issued in the said writ petition being W.P.No.27912 of 2008, was implemented by the District Collector, Salem by his proceedings dated 19.06.2009, and the petitioner therein was permitted to quarry for a period of 16 months. Therefore, the Government cannot adopt different yardstick in respect of two cases, where the facts and circumstances are substantially similar.

11. In the light of the above decision, reasons assigned by the respondent in the impugned order and the stand taken by the respondent does not merit consideration. There is always a discretion vested and the Court is entitled to examine as to the manner in which each case have to be considered. Thus, taking into consideration all the above facts and circumstances of the case and in the light of the above discussion, the impugned order is held unsustainable and liable to be set aside. Accordingly, it is set aside.

12. Now, coming to the relief that the petitioner is entitled to, it is seen that the petitioner has sought for extension of the lease period by 3 years, 8 months and 17 days, stating that this is a non operative period. As already pointed out, though lease was not transferred in her name, the petitioner had been operating the quarry up to 18.5.2010, soon after the demise of her husband on 27.11.2009. The petitioner had thereafter intimated about the demise of her husband only on 22.7.2011, which application was not considered for 2½ years by the respondent. Thus considering the facts and circumstances of the case, this Court is inclined to hold that the petitioner is entitled to an extension of lease for a further period of three years with effect from the date of issue of transport permit.

13. In this regard, the respondent is directed to issue an order to the petitioner permitting her to continue to quarry operation from the date of issue of transport permit for a period of three years, within a period of four weeks from the date of receipt of a copy of this order.

14. In the result, the Writ Petition is allowed to the extent indicated. No costs. Consequently, W.M.P.No.11586 of 2016 is closed.

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Assistant Registrar

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Sub Assistant Registrar

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To

The District Collector
Perambalur District Perambalur

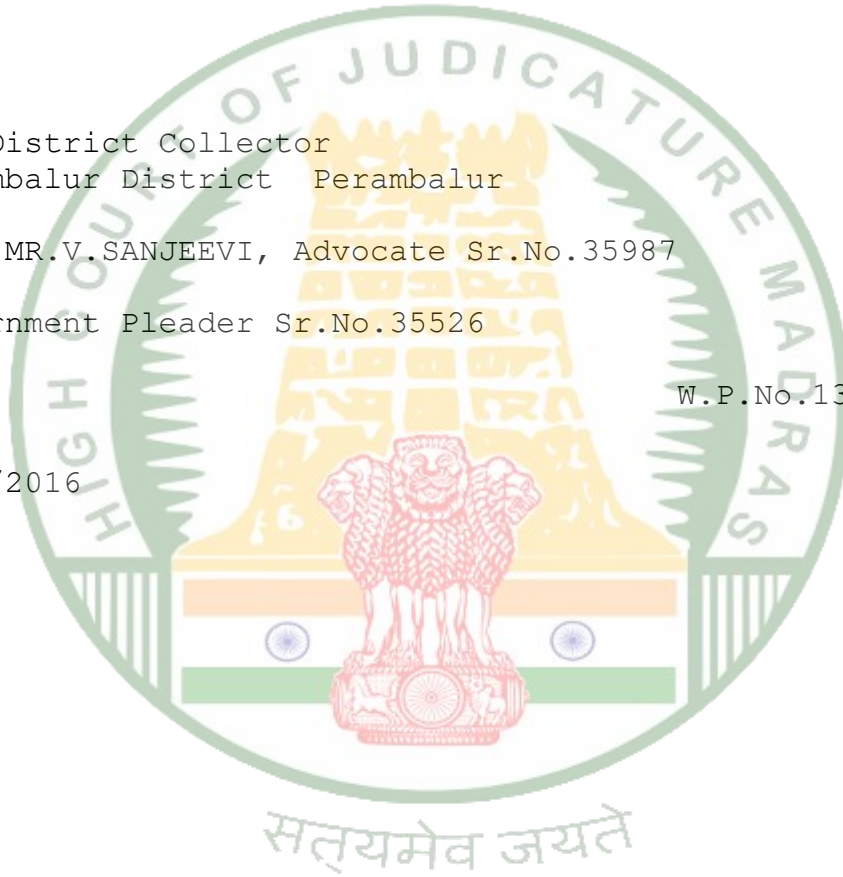
+1 cc to MR.V.SANJEEVI, Advocate Sr.No.35987

The Government Pleader Sr.No.35526

W.P.No.13218 of 2016

KJI

RRI 27/07/2016



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