IN THE HIGH COURT OF JUDICATURE AT MADRAS

Orders Reserved on : 21.04.2016

Pronounced on : 08-06-2016

Coram

THE HONOURABLE MR. JUSTICE R. SUBBIAH

Writ Petition No. 26729 of 2015

Bharat Petroleum Corporation Limited
represented by its Territory Manager-Retail
Mr. Narayanan K
Athur & Kadaparai Village
Erode Road, Athur Post
Karur - 639 002 .. Petitioner

Versus

1. The Additional Director General of Police
   (Law and Order)
   Post Box No.601 Dr. Radhakrishnan Salai
   Chennai - 600 004

2. The Director General of Police
   Post Box No.601 Dr. Radhakrishnan Salai
   Chennai - 600 004

3. The Designated Authority/Commissioner of Police
   Salem City Salem

4. Tmt. M. Ashrafunnisa
5. Ms. M. Meharunnisa

6. Gowrishankar
   M/s. K.M.B. Agencies
   Fuels & Oils No.114, Omalur Main Road
   Four Roads, Salem .. Respondents

Petition filed under Article 226 of The Constitution of India praying for a Writ of Certiorari to call for the records of the first respondent culminating in the impugned order dated 20.06.2015 to quash the same in Appeal No.1 of 2015 under Ref.C.No.160936/General 1 /2014.

For Petitioner : Mr. O.R. Santhanakrishnan

For Respondents : Mrs. P. Rajalakshmi
Government Advocate for RR1 and 2

Mr. N.G.R. Prasad
for Mr. Esakkiappan for RR4 and 5

ORDER

The petitioner corporation has come up with this writ petition challenging the order dated 20.06.2015 passed by the first respondent rejecting the statutory appeal preferred by them.

2. The petitioner - Bharath Petroleum Corporation Limited is a public sector enterprise coming under the Ministry of Petroleum and Natural Gas, Government of India and it is one of the leading oil marketing companies in the country. In the process of marketing their petroleum products, the petitioner corporation has appointed various dealers and set up several outlets. One such retail outlet is situated in the land comprised in Survey No.483, Four Road Junction Salem over which the petitioner corporation had erected super-struture and also constructed underground storage tank, fittings etc., This land was originally leased out by one Mr. S. Khader Khan to M/s. Burmah Shell Oil Storage and Distributing Company of India Limited, which is the predecessor of the petitioner corporation, by entering into a registered lease agreement dated 29.10.1957. As per the terms and conditions of the lease agreement, the lease was for a period of 10 years from 01.11.1956 with an option for renewal for a further period. Subsequently, M/s. Burmah Shell Oil Storage and Distributing Company of India Limited exercised their option for renewal of the lease for a further period from 01.11.1966. When the lease was in force, M/s. Burmah Shell Oil Storage and Distributing Company of India Limited was nationalised by Central Act 2 of 1976 whereby the right, title and interest of the said company was vested with Central Government. The Central Government later changed the name of the said company as "Bharat Refineries Limited' and thereafter as 'Bharat Petroleum Corporation Limited". Thereafter, the petitioner corporation exercised their option for renewal of the lease for a further period of 10 years by issuing a letter dated 19.08.1976 addressed to Mr. Mehaboob Khan, son of Khader Khan. As there was no response, the corporation sent a letter dated 25.10.1976 to Mr. Mehaboob Khan. In the meanwhile, Mr. Mehaboob Khan filed WP No. 10957 of 1985 before this Court challenging the provisions of Central Act 2 of 1976 by which the petitioner corporation inherited the right and title of M/s. Burmah Shell Oil Storage and Distributing Company of India Limited. Subsequently, Mr. Mehaboob Khan filed a Transfer Petition No. 414 and 415 of 1984 before the Honourable Supreme Court. By order dated 19.02.1990, the Transfer petitions were dismissed by the Supreme Court.

3. In the meanwhile, the petitioner corporation wrote a letter dated 22.04.1986 informing Mr. Mehaboob Khan of their intention to renew the lease for a further period of 20 years from 01.11.1986 with the existing terms and conditions. But there was no response and the petitioner continued to run the retail outlet without renewal. Thereafter, on 07.12.1995 the

said Mehaboob Khan sent a letter refusing such request for renewal made by the corporation. However, the corporation sent another letter dated 23.02.1996 reiterating their intention to get renewal of the lease. In this process, without getting the lease renewed, the corporation has operated the retail outlet by paying the rent at the rate of Rs.360/- per quarter. Even according to the petitioner corporation, last such rent was paid on 25.01.2005 for the period covering 01.04.2004 to 31.12.2004. At this stage, Mr. Mehaboob Khan sent a notice dated 08.11.2004 terminating the lease in favour of the corporation. Even thereafter, the corporation sent a letter dated 07.12.2004 reiterating their request for renewal of the lease for a further period of 30 years. However, the said Mehaboob Khan did not send any reply to such request made by the corporation. While so, on 05.06.2006, Mr. Mehaboob Khan died leaving behind the respondents 4 and 5 as his legal heirs.

4. The legal heirs of Mr. Mehaboob viz., the respondents 3 and 4 herein have filed WP No. 30458 of 2012 before this Court praying for issuing a Mandamus to the Joint Chief Controller of Explosion to consider their representation dated 09.08.2012 and it was disposed of by this Court on 08.01.2013 with a direction to the said authority to consider the representation of the respondents 3 and 4 herein and to pass orders therein. Pursuant to such direction issued by this Court on 08.01.2013, the Joint Chief Controller of Explosives issued notice to the petitioner and the respondents 4 and 5 for an enquiry and on 05.03.2013 and an enquiry was conducted. In the meantime, on the basis of a representation dated 19.10.2013 submitted by the fourth respondent herein to the third respondent for cancellation of the No Objection Certificate issued to the corporation, an enquiry was conducted. Ultimately by an order dated 10.09.2014, the third respondent cancelled the No Objection Certificate as per Rule 150 (1) of The Petroleum Rules, 2002. Aggrieved by the same, the petitioner corporation has filed a statutory appeal before the first respondent. The first respondent, after hearing the petitioner and the respondents 4 and 5 herein upheld the order passed by the third respondent in his proceedings dated 20.06.2015. Challenging the said order dated 20.06.2015 passed by the first respondent, cancelling the No Objection Certificate issued in favour of the corporation, the petitioner has come up with this writ petition.

5. Mr. O.R. Santhanakrishnan, learned standing counsel appearing for the petitioner corporation would vehemently contend that the petitioner corporation is a statutory tenant and they are entitled to protection under the provisions of the Tamil Nadu City Tenants Protection Act. As per the Section 9 of the said Act, the corporation has a right to purchase the land which is in their occupation. Further, as per Section 11 of the Act, the corporation is entitled for a notice before terminating their lease. It is further contended that the respondents 4 and 5 cannot seek for cancellation of the No

Objection Certificate as per Rule 150 (1) of the Petroleum Rules (hereinafter referred to as The Rules) inasmuch as the Explosive Licence issued in favour of the corporation has been renewed till 31.12.2015.

6. The learned counsel for the petitioner vehemently contended that the first respondent/appellate authority, while rejecting the statutory appeal, relied on the decision of this Court in 2001 1 MLJ 335 and CDJ 2000 MHC 754 which were subsequently overruled.

7. As regards the ownership of the land in question, the learned counsel for the petitioner would contend that the corporation was not informed about the death of Mr. Mehaboob Khan with whom they have been making all communication. The respondents 4 and 5 have not produced any document to prove their right and title over the land and therefore there was no attornment of tenancy. In support of his contention, the learned counsel for the petitioner relied on the decision of the Honourable Supreme Court in the case of (Bharat Petroleum Corporation Limited and another vs. N.R. Vairamani and another) (2004) 8 Supreme Court Cases 579 to contend that the right conferred on a tenant under Section 9 of the City Tenants Protection Act is a statutory right to purchase the land in their occupation. Such a right is a privilege conferred on the tenant by the statute which is equitable in nature.

8. The learned counsel appearing for the fourth and fifth respondents, by placing reliance on the counter affidavit, vehemently opposed the writ petition. According to the learned counsel, the petitioner corporation is squatting on the property without even paying the admitted rent from 01.01.2005. In other words, rent was lastly paid on 25.01.2005 for the period from 01.04.2004 to 31.12.2004. While so, the petitioner cannot be given the status of a statutory tenant and consequently they are not entitled for any of the protection conferred under the provisions of the Tamil Nadu City Tenants Protection Act. Even till 2004, the petitioner corporation has paid a meagre rent of Rs.360/- per quarter for the land measuring 9463 square feet situate in one of the arterial roads in Salem. The learned counsel further submitted that even on 08.11.2004 terminating the lease in favour of the corporation, Mehaboobkhan, father of the fifth respondent herein has sent a legal notice terminating the tenancy in favour of the petitioner. Thereafter, the petitioner corporation remained silent. The petitioner corporation also did not file any suit seeking to extend the protection conferred under the provisions of the City Tenants Protection Act. The petitioner is therefore a trespasser and they have no legal right to continue the tenancy. The first respondent as well as the third respondent, after appreciating the factual events and the decision of the Honourable Supreme Court in C. Albert Morris case has concurrently held that when the lease itself has expired and the landlord has declined to renew the lease, the

question of issuing No Objection Certificate will not arise. It is further stated by the learned counsel for the respondents 3 and 4 that as on date, the petitioner corporation is functioning without any valid lease agreement. The petitioner corporation is squatting on the premises in question for over 50 years and from 2004 they did not pay even the admitted rent. Above all, it is submitted that after the order passed by the first respondent upholding the order of the third respondent refusing to issue No Objection Certificate, the petitioner corporation is not running the petrol bunk. The learned counsel for the respondents 4 and 5 therefore prayed for dismissal of the writ petition.

9. In support of his contention, the learned counsel for the respondents 3 and 4 relied on the decision of this Court in (G. Mohamed Thaif and another vs. The Bharat Petroleum Corporation Limited and another) (2001) (1) CTC 10 to contend that the benefit of the City Tenant Protection Act can only be claimed by the tenants and not by the trespassers who squat on the property without even paying the admissible or statutory rent. When once the lease is terminated and/or not renewed in favour of the tenant, the tenant cannot be construed to be a tenant holding over and they can only be ranked as trespassers. In such event, none of the provisions or benefits conferred under the City Tenants Protection Act can be extended in favour of such tenant.

10. The learned counsel for the respondents 4 and 5 also relied on the decision of the Division Bench of this Court in the case of (N.R. Vairamani vs. Union of India, rep. by its Secretary, Ministry of Petroleum, New Delhi and two others) 2001 (1) CTC 1 wherein the Division Bench of this Court found that the petroleum corporation did not pay the admitted rent and squatted on the property of the landlord. The Division Bench therefore, while treating the possession of the corporation as trespass, exercised their powers conferred under Article 226 of The Constitution of India and directed the corporation to handover the vacant possession of the premises in question within three weeks, without requiring the landlord to get eviction by approaching the competent Court. According to the learned counsel for the respondents 3 and 4, the decisions rendered by this Court in the above cases are squarely applicable to the facts of this case and he prayed for dismissal of the writ petition and also a direction to the corporation to handover vacant possession of the property within a time stipulated.

11. I heard the learned counsel for the petitioner-corporation, the learned Government Advocate appearing for the respondents 1 to 3 and the learned counsel for the respondents 4 and 5. There is no representation for the sixth respondent in whose favour the petitioner corporation has awarded a retail outlet in the land in question and it is in force as on this date.

12. It is an admitted fact that the predecessor of the petitioner corporation namely M/s. Burmah Shell Oil Storage and Distributing Company of India Limited has entered into an agreement of lease dated 29.10.1957 in respect of the land comprised in Survey No.483, Four Road Junction Salem. After taking possession of the land, the predecessor of the petitioner has set up a retail outlet and running the petroleum business. As per the terms and conditions of the lease agreement, the lease was for a period of 10 years from 01.11.1956 with an option for renewal for a further period. Subsequently, the petitioner's predecessor exercised their option for renewal of the lease for a further period from 01.11.1966. Thereafter, by virtue of Central Act 2 of 1976 the right, title and interest of the said M/s. Burmah Shell Oil Storage and Distributing Company of India Limited vested with Central Government and the petitioner corporation came to be inducted as tenant. On being inducted, the petitioner corporation exercised their option for renewal of the lease for a further period of 10 years by issuing a letter dated 19.08.1976 addressed to Mr. Mehaboob Khan, son of Khader Khan, who was the owner of the land. The corporation also sent another letter dated 25.10.1976 to Mr. Mehaboob Khan. In the meantime, Mr. Mehaboob Khan challenged the transfer of ownership in favour of the petitioner corporation before this Court by filing WP No. 10957 of 1985 and ultimately it was dismissed by the Honourable Supreme Court on 19.02.1990.

13. It is also an admitted fact that the petitioner corporation wrote a letter dated 22.04.1986 informing Mr. Mehaboob Khan of their intention to renew the lease for a further period of 20 years from 01.11.1986 with the existing terms and conditions for which a reply was sent on 07.12.1995 refusing such request for renewal. However, the corporation sent another letter dated 23.02.1996 reiterating their intention to get renewal of the lease. In this process, without getting the lease renewed, the corporation operated the retail outlet by paying the rent upto 31.12.2004 which they have paid at the time of inception viz., Rs.360/- per quarter as on 03.10.2003. At this stage, Mr. Mehaboob Khan sent a notice dated 08.11.2004 terminating the lease in favour of the corporation. This notice dated 08.11.2004 terminating the lease has not been challenged by the petitioner corporation. The corporation, without subjecting the letter dated 07.12.2014 to challenge, reiterated their request for renewal of the lease for a further period of 30 years. However, the said Mehaboob Khan did not send any reply to such request made by the corporation. While so, on 05.06.2006, Mr. Mehaboob Khan died leaving behind the respondents 4 and 5 as his legal heirs.

14. The respondents 4 and 5 herein have filed WP No. 30458 of 2012 before this Court praying for issuing a Mandamus to the Joint Chief Controller of Explosion to consider their representation dated 09.08.2012 and it was disposed of by this Court on 08.01.2013 with a direction to the said authority to

consider their representation and to pass orders thereof. Pursuant to such direction issued by this Court on 08.01.2013, the Joint Chief Controller of Explosives issued notice to the petitioner and the respondents 4 and 5 for an enquiry and on 05.03.2013 an enquiry was conducted. In the meantime, on the basis of a representation dated 19.10.2013 submitted by the fourth respondent herein to the third respondent for cancellation of the No Objection Certificate issued to the corporation, an enquiry was conducted. Ultimately by an order dated 10.09.2014, the third respondent cancelled the No Objection Certificate as per Rule 150 (1) of The Petroleum Rules, 2002. Aggrieved by the same, the petitioner corporation has filed a statutory appeal before the first respondent. The first respondent, after hearing the petitioner and the respondents 4 and 5 herein upheld the order passed by the third respondent in his proceedings dated 20.06.2015. Challenging the said order dated 20.06.2015 passed by the first respondent, cancelling the No Objection Certificate issued in favour of the corporation, this writ petition has been filed.

15. The third respondent herein, after conducting an enquiry, cancelled the No Objection Certificate granted to the petitioner as has been contemplated under Rule 150 (1) of The Rules, which is extracted hereunder:-

> "150. Cancellation of no objection certificate :- (1) A no objection certificate granted under rule 144 shall be liable to be cancelled by the District Authority or the State Government, if the District Authority or the State Government is satisfied that the licensee has ceased to have any right to use the site for storing petroleum.
>
> Provided that before cancelling a no objection certificate, the licensee shall be given a reasonable opportunity of hearing heard.
>
> (2) A District Authority or a State Government, cancelling a no objection certificate, shall record, in writing, the reasons for such cancellation and shall immediately furnish to the licensee and to the licensing authority concerned, a copy of the order cancelling the no objection certificate.

16. Thus, as per Rule 150 of The Rules, if the District Authority or the State Government is satisfied that the licensee has ceased to have any right to use the site for storing the petroleum products, the No Objection Certificate issued to such licensee shall be cancelled after affording an opportunity of hearing. In this case, undoubtedly, before passing the order cancelling the No Objection Certificate, the third respondent has conducted an enquiry in which the representative of the petitioner corporation has participated. Further, the third respondent has assigned reasons for cancelling the No Objection Certificate issued in favour of the petitioner. Therefore, the argument of the learned counsel for

the petitioner that the third respondent has no jurisdiction to pass the impugned order deserves to be rejected.

17. The learned counsel for the petitioner corporation would contend that the petitioner is a statutory tenant and therefore they are entitled for the benefits of the protection conferred under The City Tenants Protection Act. It is further stated that the corporation was not aware of the death of Mr. Mehaboob Khan with whom they have been making all communication. Therefore, the non-payment of rent cannot be put against the corporation. This submission of the corporation has to be rejected. When the corporation claims itself to be a statutory tenant, it is their obligation and bounden duty to ensure that atleast the admitted rent is paid to the land owner. The attitude of the corporation is such that they blame the legal heirs of the land owner for not informing the death of the land owner to them. The corporation cannot be permitted to shift their responsibility to pay the rent on the legal heirs of the deceased land owner. This only shows that the corporation, by simply sending a letter to the original land owner claims that they have taken all diligent steps to renew the lease in their owner. The petitioner corporation has not taken any steps in this direction. In fact, the land owner has terminated the lease in favour of the corporation even as on 08.11.2004. This notice dated 08.11.2014 has not been questioned by the petitioner corporation in a manner known to law. Therefore, according to the learned counsel for the respondents 4 and 5, from 09.11.2014, the corporation can be construed as a ranked trespasser occupying and/or squatting the property of the land owner unauthorisedly. Even in my considered view, when the petitioner corporation claims protection under the City Tenant Protection Act, the petitioner has to first discharge their legal liability in atleast paying the statutory rent. Admittedly, the corporation stopped paying the paltry rent of Rs.360/- per quarter from 01.01.2005. Thereafter, even without paying the admitted rent, the petitioner corporation has been carrying on business through the sixth respondent for the past ten years. In this context, the respondents 4 and 5 have relied on the decision of this Court in the case of (G. Mohamed Thaif and another vs. The Bharat Petroleum Corporation Limited and another) (2001) (1) CTC 10 before the third respondent wherein it was held that the benefit of the City Tenant Protection Act can only be claimed by the tenants and not by the trespassers who squat on the property without even paying the admissible or statutory rent. By relying upon the above decision, the learned counsel for the respondents 4 and 5 would contend that when once the lease is terminated and/or not renewed in favour of the tenant, the tenant cannot be construed to be a tenant holding over and they can only be ranked as trespassers. In such event, none of the provisions or benefits conferred under the City Tenants Protection Act can be extended in favour of such tenant. Based on the said decision, the third respondent came to a conclusion that a tenant can be

equated to a statutory tenant only if he or she has discharged their obligation as a tenant. Further, the benefit of the provisions of City Tenants Protection Act are meant only for those legitimate and legal tenants who fulfil their obligation as a tenant. In the present case, the petitioner corporation having failed to pay the admitted rent from 01.01.2005 for a period of more than ten years, cannot claim themselves as a statutory tenant. Therefore, it can be safely concluded that the petitioner cannot seek for the benefits of the City Tenants Protection Act and the arguments advanced by the counsel for the petitioner in this context has to be rejected.

18. This is a pathetic case where the petitioner corporation, a giant public sector undertaking, has driven the owners of the land from pillar to post to get possession of the land by not even paying the statutory rent which they are obliged to pay. Even according to the petitioner corporation, they have paid a paltry rent of Rs.360/- per quarter upto 31.12.2004. which was the rent fixed as on 03.10.2003. It is also an admitted fact that after 31.12.2004 viz., from 01.01.2005, the corporation has not paid the admitted rent and committed default in even paying the paltry sum of Rs.360/- per quarter. In such view of the matter, the claim of the petitioner corporation that they are statutory tenant and are entitled to the protection conferred under the City Tenants Protection Act cannot be considered by this Court especially when the petitioner has not fulfilled their obligation to even pay the admitted rent.

19. In this context, useful reference can be made to the decision of this Court rendered in a Second Appeal No. 616 of 2013 and Cross-Objection No. 6 of 2014 on 19.02.2015. It is noteworthy to mention that Second Appeal was preferred by none other than the petitioner herein. Even in that case, the petitioner corporation failed to pay the admitted rent and therefore this Court has pulled down the Corporation for it's lethargy and improper attitude in driving the land owners from pillar to post. In para No.18 of the Judgment, this Court, while dismissing the second appeal imposed a cost of Rs.10,000/- on the corporation. Para No.18 of the judgment reads as follows:-

> "18. This Court is unable to agree with the submissions of the learned counsel for the Corporation/Respondents-1 and 2. A careful examination of the decision in BPCL v. Vairamani (cited supra) would show that, in the said case, the High Court did not consider the effect of various provisions of the Madras City Tenants Protection Act, 1921 (in short 'Tenants Act') more particularly Sections-3 and 9 thereof. Therefore, without taking recourse to the remedies available under the said Act, the Writ Petition could not have been filed in that case. But here, the facts and circumstances are different. The landlord actually had filed a writ

petition in W.P. No.890 of 2009 which came to be disposed of citing the pendency of the civil suit filed by the Corporation in O.S. No.49 of 2005. The respondent/Corporation in this writ petition is none else than the plaintiff in the said suit. The trial court recorded a factual finding that respondents-1 & 2/Corporation are in illegal possession of the land in question. Both the courts on fact consistently found that the Corporation is not entitled for renewal of lease for further period as they have not come forward even to pay the paltry rent of Rs.450/- per quarter, thereby, they suffered the adverse finding of defaulter of rent which goes without saying that the Corporation did not play a fair role and therefore, they do not have any locus standi whatsoever to continue in possession. This Court is also aware of the position that the respondents/ Corporation are entitled to get, under normal circumstances, certain benefits under the Tenants' Act, in particular Sections-3 and 9 thereof. But, it would be an abhorrent practice to apply any such benefit in favour of the Corporation which, by assuming the shield of public sector undertaking, exhibited a very bad conduct of committing default in paying the paltry rent of Rs.450/- per quarter. To conceal such bad conduct, they resorted to unilateral deposit of the rent so as to slyly exhibit them as a prompt and unimpeachable tenant. From the affidavit of the petitioner, it is seen that he made an application before the Tahsildar, Krishnagiri, to know about the fair rent of the property in question and accordingly, such a Certificate was issued by the said Authority, enclosed at page No.51 of the Typed-set of Papers, which shows the monthly fair rent for the land in question is Rs.1,30,748/-. That is why, while pointing out that since 1979 even the rent @ Rs.450/- per quarter has not been paid by the Corporation, the petitioner stated that he is entitled for the rent as per the Government guidelines from the next day of expiry of lease viz., 01.01.2004. Apart from that, this Court has also endorsed the concurrent findings of the courts below as legally sustainable. Therefore, when the factual findings arrived at by the Courts below have been accepted by this Court, there cannot be any impediment to accede to the prayer sought for in this writ petition. Once again, it is highlighted that any concession to the Corporation by this court would only amount to adding premium to the act of illegal possession and unfair practise of the public Sector Undertaking as mentioned supra."

20. Similarly, a Division Bench of this Court has made comments on the attitude of the corporation like the petitioner in the case of M/s. Indian Oil Corporation Ltd. and another v. Lakshmi Subrahmanyam and others wherein paragraph 20 of the judgment can usefully be extracted as under:

> "20. We find it very disheartening to note that the defendants 1 and 2/appellants, a mighty and gigantic oil corporation are not following their own contract/ agreement. Under law, a party is expected to abide by the terms and conditions of the contract entered into by themselves. Here, the defendants 1 and 2/appellants, knowing fully well that they are not entitled to the benefits under the Act, have contested the suit vociferously thereby subjected the plaintiffs/landlords to harassment. Such an attitude on the part of the defendants 1 and 2/appellants is not appreciable. If public Sector companies like the defendants 1 and 2/appellants do not follow the terms and conditions entered into by them with open eyes, other cannot be expected to follow the Rule of Law. The defendants 1 and 2/appellants, under the pretext of seeking certain benefits under the Act, which they are fully aware that it will not enure to their benefit have taken the landowners/plaintiffs/respondents 1 to 4 herein for a ride. We find that this is a fit case warranting us to make such an observation."

21. Even in the decision relied on by the learned counsel for the petitioner in (Bharat Petroleum Corporation Limited and another vs. N.R. Vairamani and another) (2004) 8 Supreme Court Cases 579 it was held by the Honourable Supreme Court that the right conferred on the tenant under Section 9 of the City Tenants Protection Act is not an absolute right and it is a relief to be granted by the Court by exercising it's discretion to permit the tenant to purchase the land. In this case, inasmuch as the petitioner successfully squatted on the property and refused to budge even without paying the admitted rent, this Court is not inclined to exercise it's discretionary relief in favour of the petitioner corporation.

22. It is contended on behalf of the petitioner that the decision relied on by the first respondent/appellate authority reported in (G. Mohamed Thaif and another vs. The Bharat Petroleum Corporation Limited and another) (2001) (1) CTC 10 has been overruled by the Honourable Supreme Court in the case of (Bharat Petroleum Corporation Limited and another vs. N.R. Vairamani and another) (2004) 8 Supreme Court Cases 579. It is seen from the impugned order that the first respondent has not arrived at a conclusion only on the basis of the decision rendered by this Court and it was relied on to strengthen it's

conclusion. In other words, the Judgment of the Honourable Supreme Court was not the only basis for the conclusion of the first respondent. Further, the fact that the petitioner corporation has been continuing the business for the past ten years without even paying the admitted rental amount cannot be lost sight of by this Court. Moreover, it is not the case of the petitioner corporation that they have taken all diligent efforts to pay the rent but the respondents 4 and 5 have refused to receive it. Both the third respondent as well as the first respondent have independently considered the claim made by the petitioner as well as the respondents 3 and 4 and assigned various reasons in support of their conclusion to refuse to grant the No Objection Certificate in favour of the petitioner corporation. While so, the argument of the learned counsel for the petitioner is rejected.

23. For all the above reasons, I find no reason to interfere with the order passed by the first respondent. The writ petition is therefore dismissed. No costs.

Sd/-
Assistant Registrar

//True Copy//

Sub Assistant Registrar

rsh

To

1. The Additional Director General of Police
(Law and Order)
Post Box No.601
Dr. Radhakrishnan Salai
Chennai - 600 004

2. The Director General of Police
Post Box No.601
Dr. Radhakrishnan Salai
Chennai - 600 004

3. The Designated Authority/Commissioner of Police
Salem City, Salem

1 cc to M/s. A.Essakkiappan, Advocate, sr.31018
1 cc to M/s. O.R.Santhanakrishnan, Advocate, sr.30675

WP No. 26729 of 2015

rsk co
kra 14.06.2016