

IN THE HIGH COURT OF JUDICATURE AT MADRAS

RESERVED ON : 26.08.2016

DELIVERED ON : 21.09.2016

CORAM:

THE HONOURABLE MR.JUSTICE M.SATHYANARAYANAN

W.P.No.29312 of 2014

and

M.P.No.1 of 2014

1.M.Ashrafunnisa

2.M.Meharunnisa

... Petitioners

Vs.

1. Bharat Petroleum Corporation Limited,
represented by its Manager,
No.1, Ranganathan Garden,
11th Main Road,
Anna Nagar,
Chennai - 600 040.

2. Bharat Petroleum Corporation Limited,
represented by its Territory Manager,
Karur Retail Territory,
Athur & Kadapparai Village,
Athur Post,
Karur - 2.

3. The Commissioner of Police,
Salem City,
Salem.

... Respondents

PRAYER: Petition filed under Article 226 of the Constitution of India, to issue a Writ of Mandamus directing the respondents 1 and 2 to hand over the vacant possession of the premises to the petitioners in Survey Nos.46/1B and 46/2A1 at Four Roads, Salem District and consequently, to pay the arrears of rent from the year 2004 onwards along with interest at 18% per annum till date.

For Petitioners : Mr.V.Stalin
for M/s.Row and Reddy

For Respondents : Mr.O.R.Santhanakrishnan
for R.1 & R.2

Mr.R.Govindasamy,
Special Government Pleader for R3

ORDER

The petitioners in the affidavit filed in support of this writ petition would aver as follows:

1.1. The grandfather of the petitioners, namely, late Khaderkhan, owned a land admeasuring to an extent of 9,463 sq. ft. comprising in S.Nos.46/1B and 46/2A1 at Four Roads, Salem Town. M/s.Burmah Shell Oil Storage and Distribution Company of India [now known as 'Bharat Petroleum Corporation Limited'] had entered into a registered lease agreement bearing Document No.3764 of 1957 with the grandfather of the petitioners for a period of ten years from 01.11.1956 to 31.10.1966 and further, it was not extended either by the grandfather of the petitioners or by the father of the petitioners, who died on 29.11.1961 and 05.06.2006 respectively.

1.2. The petitioners had succeeded to the said property based on the registered partition deed in Document No.3700 of 2006, dated 16.06.2006. The petitioners after succeeding to the said estate, got the information under the Right to Information Act that though the renewal from 01.11.1966 was not granted, the successor-in-interest of M/s.Burmah Shell Oil Storage and Distribution Company of India, namely, M/s.Bharat Petroleum Corporation Limited [in short 'BPCL'] had continued to remain in possession and they, in turn, granted dealership in favour of one S.Gowrishankar, who is running a Petroleum Outlet on the said property under the name and style of M/s.K.M.B.Agencies, Fuels & Oils, No.114, Omalur Main Road, Four Roads, Salem. The petitioners moved the Joint Chief Controller of Explosives, Chennai for revocation of licence granted to the respondents 1 and 2 for the reason that beyond 01.11.1966, they are using the land without any right whatsoever and since no orders have been passed, they filed W.P.No.30458 of 2012 on the file of this Court and vide order dated 08.01.2013, this Court had directed the said authority to pass orders on the petitioners' representation in accordance with law within a stipulated time. Accordingly, the said authority, vide order dated 21.06.2013, has directed the petitioners to approach the District Authority/Commissioner of Police, Salem, for cancellation of 'No Objection Certificate' issued under Rule 150(1) of the Petroleum Rules, 2002.

1.3. The petitioners had approached the third respondent in the form of a common representation dated 15.07.2013 and the said official, in turn, had forwarded the same to the Deputy Commissioner of Police and despite a detailed enquiry conducted, no orders have been passed. Therefore, the petitioners had once again invoked the jurisdiction of this Court by filing W.P.Nos.12627 and 12628 of 2014 praying for cancellation of 'No

Objection Certificate'. This Court, vide orders dated 30.04.2014, has directed the Commissioner of Police as well as Deputy Commissioner of Police, Salem City, to pass orders on the petitioners' representation within the stipulated time.

1.4. In the interregnum, the second respondent sent a letter dated 08.09.2014 for renewal of lease and however, they issued a letter dated 13.10.2014 to the respondents 1 and 2 to pay the arrears of rent from 2004, with a further request to deliver vacant possession of their property. The third respondent has also passed an order dated 10.09.2014 cancelling the 'No Objection Certificate' and therefore, the petitioners would contend that as on date, the respondents had ceased the operations of running the Petroleum Outlet through their agent and as such, they are bound to vacate and deliver vacant possession of the property in their favour and therefore, they came forward to file this writ petition.

2. Mr.V.Stalin, learned Counsel for the petitioners has drawn the attention of this Court to the typed set of documents and would contend that if for the sake of arguments, that the statutory renewal option was exercised by the respondents from 01.11.1966 to 31.10.1976, it also got expired and as such, the possession of the respondents 1 and 2 is deemed to be an unauthorised and unlawful one and that apart, they have not paid the rent from the year 2004 onwards and the only reason cited for non-payment is that the petitioners did not prove the ownership and also furnished the legal heir certificate to substantiate that they are the daughters of late Mahboobkhan and such a stand on the part of the Government of India Undertaking is absurd and totally unreasonable and it also revealed their intention to cling on to the possession of the property by hook or crook and therefore, it has to be condemned vehemently.

3. It is also the submission of the learned Counsel for the petitioners that since the Bharat Petroleum Corporation Limited [BPCL] is a Government of India Undertaking and they continue to remain in possession of the land in question unauthorisedly, without any legal basis or right, being the 'other authority' [defined under Article 12 of the Constitution of India], the writ petition seeking a prayer for direction to hand over possession is perfectly maintainable and prays for allowing the writ petition with exemplary costs.

4. The learned Counsel for the petitioners, in support of his submissions, placed reliance upon the following decisions:

- (i) N.R.Vairamani v. Union of India reported in 2001 (1) CTC 1;
- (ii) G.Mohamed Thajf and another reported in 2001 (1) CTC 10;

(iii) Bharat Petroleum Corporation Limited v. P.Keasavan and another reported in (2004) 9 Supreme Court Cases 772;

(iv) O.Hima Bindu v. Bharat Petroleum Corporation Limited reported in CDJ 2009 APHC 271;

(v) Bharat Petroleum Corporation Ltd. v. Muthumani reported in 2015 (2) MWN (Civil) 144;

(vi) Bharat Petroleum Corporation Ltd. and another v. K.T.Raja Kumaravel [W.A.Nos.590 and 698 of 2015, decided on 30.10.2015];

(vii) Bharat Petroleum Corporation Ltd. and another v. K.T.Raja Kumaravel and others [Petition for Special Leave to Appeal (C)No.5619 of 2016, decided on 04.03.2016]; and

(viii) Bharat Petroleum Corporation Limited v. The Additional Director General of Police (Law and Order), Chennai and others [W.P.No.26729 of 2015, decided on 08.06.2016].

5. Per contra, Mr.O.R.Santhanakrishnan, learned Counsel for the respondents 1 and 2 has drawn the attention of this Court to the counter affidavit of the second respondent as well as the first respondent and would contend that as per the original lease agreement dated 29.10.1957 entered into between the grandfather of the petitioners and M/s.Burmah Shell Oil Storage and Distribution Company of India, lease was for a period of ten years till 01.11.1966, with an option for renewal of lease for a further period of ten years from 01.11.1966 and M/s.Burmah Shell Oil Storage and Distribution Company of India, vide letter dated 15.10.1965, had exercised their statutory option of renewal for a further period of ten years with effect from 01.11.1966.

6. Subsequently, the abovesaid Company was nationalised by the Central Act 2 of 1976, wherein the right, title and interest of 'Burmah Shell' in relation to its Undertakings in India vested in the Central Government to a Government Company called 'Burmah Shell Refineries Limited' which was later changed to 'Bharat Refineries Limited' and thereafter, to 'Bharat Petroleum Corporation Limited'. सत्यमेव जयते

7. In terms of Section 5(2) and Section 7(3) of Burmah Shell (Acquisition of Undertakings in India) Act, 1976 [Act 2 of 1976], the Bharat Petroleum Corporation Limited had exercised their statutory option for renewal of lease vide letter dated 19.08.1976 for a further period of ten years on the same terms and conditions and it was also followed by the reminder dated 25.10.1976 addressed to the father of the petitioners.

8. M/s.Bharat Petroleum Corporation Limited once again vide letter dated 22.04.1986 informed the father of the petitioners about their intention to renew the lease for a further period of twenty years from 01.11.1986 on the existing terms and conditions and it was refused to be accepted by the father of the petitioners vide letter dated 07.12.1995, for which also a

reply was sent on 23.02.1996 and despite that, the father of the petitioners has accepted the rentals upto 31.03.2004 at the rate of Rs.360/- per quarter.

9. The father of the petitioners had also sent a legal notice dated 08.11.2004, for which, a suitable reply was given by the Bharat Petroleum Corporation Limited on 07.12.2004 and they also expressed their desire to renew further period of thirty years. However, it was not responded at all and in the interregnum, he died on 05.06.2006 and despite that, the Bharat Petroleum Corporation Limited was neither informed about the demise of their father and also not furnished the particulars as to the legal heirs and representatives and that apart, the documents with regard to the ownership of the lands as well as legal heirship certificate are yet to be provided and as such, no attornment of tenancy could take place.

10. Insofar as the writ petitions filed for cancellation of 'No Objection Certificate' granted to the petitioners by the Joint Chief Controller of Explosives are concerned, it is the submission of the learned Counsel for the respondents 1 and 2 that originally, an enquiry was conducted by the Deputy Commissioner of Police and later on, the Commissioner of Police has passed the order and it was put to challenge before the Director General of Police, who vide Ref.Rc.No.160936/Genl.1/2014, dated 28.10.2014 has directed the Commissioner of Police to re-examine the issue by affording an opportunity of being heard to the Bharat Petroleum Corporation Limited and pass appropriate orders by taking into account all the factors.

11. The Commissioner of Police, after remand, has conducted the enquiry and cancelled the 'No Objection Certificate' and the appeal preferred before the Additional Director General of Police (Law and Order), Chennai, by the Bharat Petroleum Corporation Limited, in Appeal No.1 of 2015, also ended in dismissal on 20.06.2015 and that order was put to challenge by the Bharat Petroleum Corporation Limited by filing W.P.No.26729 of 2015 and it was dismissed on 08.06.2016. According to the learned Counsel for the respondents 1 and 2, though the Bharat Petroleum Corporation Limited had filed the writ appeal in W.A.No.988 of 2016, it is yet to be moved for admission.

12. The learned Counsel for the respondents 1 and 2, on a legal plea, would submit that admittedly, a vacant land was leased out in favour of M/s.Burmah Shell Oil Storage and Distribution Company of India and after taking over the affairs, Bharat Petroleum Corporation Limited had succeeded and therefore, they are entitled to the benefits of Tamil Nadu City Tenants' Protection Act and only in the event of the suit being filed by the petitioners for their ejection, they can avail the

benefit of Section 9 of the said Act and hence, on that ground, the writ petition is not at all maintainable.

13. The learned Counsel for the respondents 1 and 2, in support of his submissions, has placed reliance upon the following decisions:

- (i) Ghan Shyam Das Gupta v. Anant Kumar Sinha reported in (1991) 4 Supreme Court Cases 379;
- (ii) Bharat Petroleum Corporation Limited v. N.R.Vairamani reported in (2004) 8 Supreme Court Cases 579;
- (iii) Mrs.M.N.Vitto Bai and others v. Hindustan Petroleum Corporation Limited and others reported in 2005-3-L.W.523;
- (iv) C.V.Thirugnanam Chettiar & 7 others v. Union of India and others reported in 2005-3-L.W.758;
- (v) Epsilba Selva Kumari v. The Home Secretary, Government of Tamil Nadu reported in 2010 (6) CTC 113;
- (vi) The Hindustan Petroleum Corporation Limited v. R.Subramanian & others reported in 2011-1-L.W.146;
- (vii) S.V.R.Saroja v. S.V.Matha Prasad reported in (2014) 1 MLJ 385; and
- (viii) Ahmed Aliyar Public Charitable and Educational Trust for Poor rep. by its Managing Trustee, A.M.Buhari v. Union of India and others [W.P.No.6770 of 1988, decided on 27.03.1997].

14. This Court has considered the rival submissions and perused the materials available on record.

15. A perusal of the materials placed before this Court would indicate that even the statutory option for renewal exercised by the respondents 1 and 2 got expired on 31.10.1986 and thereafter, they addressed a letter dated 22.04.1986 to the father of the petitioners requesting him to renew the lease for a further period of twenty years from 01.11.1986 on the existing terms and conditions and even prior to that, the father of the petitioners had terminated the agreement/lease vide letter dated 07.12.1995. On behalf of the respondents 1 and 2, the Manager (Legal) also sent a reply dated 23.02.1996 to the father of the petitioners stating among other things, that though he is in requirement of the said site for housing a Clinic and since they are running the business in the larger interest of the public wayback from 1956 and further that their possession is otherwise protected under the Tamil Nadu City Tenants' Protection Act, requested him to come for a discussion and to conclude the lease by a negotiated settlement on mutually agreed rental in line with the prevailing market value after getting due approval from the competent authority as per the Memorandum of Agreement.

16. It is also pertinent to point out at this juncture that the father of the petitioners had accepted the rent upto 31.04.2004 and thereafter, the respondents 1 and 2 did not take steps to deposit the rent on the pretext that it is for the

petitioners to furnish the details as to the legal representatives of the father of the petitioners and also to the ownership.

17. The respondents 1 and 2 even in their counter affidavit did not seriously dispute the title and ownership of the petitioners in respect of the land in question. However, for the reasons best known to them, they did not choose to deposit a paltry rent of Rs.360/- per quarter in respect of a prime property in the Salem City admeasuring to an extent of 9,463 sq. ft. The petitioners' endeavour to cancel the 'No Objection Certificate' granted by the Joint Chief Controller of Explosives met with a positive response in the form of the order of the District Authority/Commissioner of Police, Salem City, dated 13.01.2015 and the respondents 1 and 2 had filed an appeal in Appeal No.1 of 2015 and the appellate authority, namely, the Additional Director General of Police (Law and Order), Chennai, vide proceedings, dated 20.06.2015, has dismissed the appeal and challenging the legality of the same, they filed a writ petition in W.P(MD)No.26729 of 2015 and the petitioners are arrayed as the respondents 4 and 5 and their licensee namely, Gowrishankar of M/s.K.M.B.Agencies, Fuels & Oils, No.114, Omalur Main Road, Four Roads, Salem, was arrayed as the sixth respondent. The said writ petition was dismissed on 08.06.2016 after elaborate consideration of rival submissions.

18. A perusal of the said order would disclose that stinging observations have been made about the conduct of the petitioner therein, [BPCL], especially, with regard to the non-payment of rent and it was also observed that the respondents 1 and 2 herein even without paying the admitted rent has been carrying on the business through their licensee, namely, Gowrishankar of M/s..K.M.B.Agencies, Fuels & Oils, No.114, Omalur Main Road, Four Roads, Salem.

19. It was further observed that in the light of the said conduct of the respondents 1 and 2 herein, the provisions of the benefits conferred under the Tamil Nadu City Tenants' Protection Act cannot be extended in their favour as the said benefits are meant only for those legitimate and legal tenants who fulfil their obligation as a tenant. It has been concluded in the above said order that the petitioner therein cannot seek for the benefits of the Tamil Nadu City Tenants' Protection Act.

20. It is the submission of the learned Counsel for the respondents 1 and 2 that though they have filed an appeal in W.A.No.988 of 2016, it is yet to be moved for admission. As on today, even for the sake of arguments, if the appeal has been admitted with the benefit of an interim order, unless and until the said order is set aside, the finding recorded in the order dated 08.06.2016 passed in W.P.No.26729 of 2015 that the

respondents 1 and 2 herein are not entitled to the benefits of the Tamil Nadu City Tenants' Protection Act, remains on record.

21. The learned Counsel for the respondents 1 and 2 had placed heavy reliance upon the above cited judgments and the leading case is the decision of the Honourable Supreme Court in Bharat Petroleum Corporation Limited v. N.R.Vairamani reported in (2004) 8 Supreme Court Cases 579, based on which, the subsequent judgments came into being.

22. In the above cited judgment in Bharat Petroleum Corporation Limited v. N.R.Vairamani reported in (2004) 8 Supreme Court Cases 579, the facts of the case would disclose that the respondents filed a writ petition on the ground that the request made by the Bharat Petroleum Corporation Limited and another, the appellants therein for currency of the lease agreement was not agreeable to them and therefore, they are liable to be evicted. The writ petition was dismissed and the landlord filed the writ appeal and a Division Bench of this Court having found that there was no factual controversy, ordered eviction of Bharat Petroleum Corporation Limited and it was put to challenge by the Bharat Petroleum Corporation Limited before the Honourable Supreme Court.

23. The Honourable Supreme Court had found that in the event of the suit for ejectment, the Bharat Petroleum Corporation Limited is entitled to the benefits of Section 9 of the Madras City Tenants' Protection Act, 1921 and since it is a statutory right and also grants a privilege in favour of a tenant, which is equitable in nature, the writ petition is not maintainable.

24. As already pointed out by this Court, in the light of the findings recorded by this Court in the order dated 08.06.2016, passed in W.P.No.26729 of 2015 between the same parties, holding that the respondents 1 and 2 herein are not entitled to the benefits under the Tamil Nadu City Tenants' Protection Act, there is no adjudication on disputed question of fact.

25. In fact, it is the primordial submission of the learned Counsel for the respondents 1 and 2 that since M/s.Burmah Shell Oil Storage and Distribution Company of India [now known as 'Bharat Petroleum Corporation Limited'] took vacant land on lease and put up a superstructure, the respondents 1 and 2 being their successor-in-interest in terms of the Land Acquisition Act, are entitled to the statutory benefits conferred under Section 9 of the Tamil Nadu City Tenants' Protection Act and they can exercise their right only in the event of the suit for ejectment/recovery of possession being filed by the petitioners and the said stand of the respondents 1 and 2 got evaporated on account of the order dated 08.06.2016 passed in W.P.No.26729 of

2015, which remained unchallenged till this Court reserved orders on 26.08.2016, despite the fact that the writ appeal has been numbered, but it is yet to be moved for admission.

26. Alternately, it is contended by the learned Counsel for the respondents 1 and 2 that though they are in possession of the land in question and a licence has been granted in favour of one Gowrishankar, who is running a Petroleum Outlet in the said property under the name and style of M/s.K.M.B.Agency, Fuels & Oils, No.114, Omalur Main Road, Four Roads, Salem, still they are entitled to invoke the provisions of Section 9 of the Tamil Nadu City Tenants' Protection Act and the said issue has been referred by the Honourable Supreme Court to a Larger Bench in their order dated 01.10.2013 made in Petition for Special Leave to Appeal (Civil).No.33430 of 2011. The said Special Leave Petition (Civil) has been filed against the judgment dated 08.08.2011 in O.S.A.No.275 of 2007 in Bharat Petroleum Corporation Limited v. R.Ravikrishnan and another reported in 2011 (5) CTC 437.

27. This Court has also put a specific question to the learned Counsel for the respondents 1 and 2 as to the subsequent development to the reference made by the Honourable Supreme Court to a Larger Bench and he is not in a position to state as to the latest position.

28. It is a settled position of law that after termination of tenancy, a tenant continued to be in possession of the property as a tenant of holding over and he is a trespasser and not a tenant and therefore, he/it becomes liable to pay mesne profits to the landlords.

29. In Hindustan Petroleum Corporation Limited v. Saroj Rajanikant reported in 2013 (4) CTC 365, the landlord had filed a suit for declaration against Hindustan Petroleum Corporation Limited that the lease entered into between her and the defendants is void and for delivering vacant possession and damages and the suit was dismissed and the appeal filed by the plaintiff was allowed and therefore, the Hindustan Petroleum Corporation Limited filed the Second Appeal and the said company pendency of the suit, had filed an interlocutory application claiming benefits under Section 9 of the Tamil Nadu City Tenants' Protection Act and it was allowed and the landlady filed a Civil Miscellaneous Appeal and it was allowed and challenging the same, a Civil Revision Petition was filed. The learned Single Bench of this Court heard the Second Appeal as well as the Civil Revision Petition together and rendered a common judgment dated 29.04.2013. It is relevant to extract paragraphs 27 to 30 hereunder:

"27. In the judgment reported in Malini Parthasarathy v. Hindustan Petroleum Corporation

Ltd., 2007 (1) CTC 67, the learned Single Judge of this Court had an occasion to deal with the similar Dealership Agreement and held that once Petroleum Corporation entered into a Dealership Agreement with a dealer, they are not in actual possession of the property and the dealer is in actual possession and therefore, they are not entitled to invoke the provision of Section 9 of Tamil Nadu City Tenants' Protection Act.

28. In the judgment reported in Bharat Petroleum Corporation Ltd. v. R.Ravikrishnan, 2011 (5) CTC 437, the Hon'ble Division Bench of this Court, on a remand from the Hon'ble Supreme Court elaborately discussed the concept of legal possession and actual possession and held that when the Petroleum Corporation entered into a Dealership Agreement with a dealer, though they are in legal possession of the demised property, they are not in actual possession of the property and to invoke the Section 9 of the Tamil Nadu City Tenants' Protection Act, the tenant must be in actual possession of the property and as the Appellant was not in actual possession of the property, the Appellant was not entitled to invoke the provision of the Tamil Nadu City Tenants' Protection Act. The Hon'ble Division Bench followed the judgment reported in S.R.Radhakrishnan and others v. Neelamegam, 2003 (3) CTC 488 (SC) : 2003 (10) SCC 705, wherein the Hon'ble Supreme Court held that in order to claim the benefits under the Tamil Nadu City Tenants' Protection Act, the tenant must be in actual possession and it is not sufficient that if the Tenant is in legal possession.

29. Further, in the judgments reported in Hindustan Petroleum Corporation Limited v. K.M.Yakub (died) and others, 1994 (1) MLJ 189; Hindustan Petroleum Corporation Limited, Chennai v. Keyaram Hotels (P) Ltd., Chetpet, Chennai - 3, 2002 (2) CTC 21 : 2002 (2) LW 620; K.K.Janardhanam v. Thiruvalluvar Transport Corporation Limited, rep. by its Managing Director, Madras, 2006 (3) CTC 91 : 2006 (2) MLJ 109; Hindustan Petroleum Corporation Limited v. B.S.Ojeeha, 2011 (1) MWN (Civil) 387, the same principle has been reiterated."

30. In the light of the said judgment also, the respondents 1 and 2 are not entitled to the benefits under the Tamil Nadu City Tenants' Protection Act for the reason that even as per their own admission, they are not in actual possession of the

land/site in question, but they have granted licence in favour of Gowrishankar, who is running a Petroleum Outlet under the name and style of M/s.K.M.B.Agency, Fuels & Oils, No.114, Omalur Main Road, Four Roads, Salem.

31. A perusal of the materials placed before this Court coupled with a survey of the judgments relied on by the learned Counsel for the respondents 1 and 2 would lay down the proposition that the writ petition filed for a writ of Mandamus to evict the respondents 1 and 2 is not maintainable.

32. However, the facts projected before this Court would indicate that the respondents 1 and 2 herein/the petitioners in W.P.No.26729 of 2015 had suffered an adverse finding, namely, that they are not entitled to the benefits of the Tamil Nadu City Tenants' Protection Act and the said order dated 08.06.2016, is yet to be set aside.

33. The learned Judge while deciding the said judgment had also taken note of the judgment in Bharat Petroleum Corporation Limited v. N.R.Vairamani reported in (2004) 8 Supreme Court Cases 579 and distinguished the said judgment and it is the sheet anchor for the respondents 1 and 2 to sustain their claim as to the availability of alternative remedy to the petitioners herein in the form of a suit for eviction/ejectment.

34. It is to be noted at this juncture that the said order is an inter-party order and unless and until it is set aside in the manner known to law, it binds both parties and admittedly, the writ appeal challenging the said order is yet to be moved for admission.

35. Even in N.R.Vairamani case (cited supra), it has been held that the Courts should not place reliance on decisions without discussing as to how the factual situation fits in with the fact situation of the decision on which reliance is placed and applying the said principle also, the facts narrated would not come to the aid of the respondents 1 and 2.

36. The respondents 1 and 2 herein/Bharat Petroleum Corporation Limited being a statutory Corporation, also failed to act fairly and the said act was also adversely commented in paragraphs 17 and 18 of the order dated 08.06.2016 made in W.P.No.26729 of 2015 between the same parties.

37. It is to be pointed out at this juncture that the land in question is admeasuring to an extent of 9,463 sq. ft. located in the heart of Sale City at Four Roads and even for paying a paltry rent of Rs.360/- per quarter, the respondents 1 and 2 had committed default and they did not also disclose the quantum of the licence fee being received from the said Gowrishankar of

M/s.K.M.B.Agencies, Fuels & Oils, No.114, Omalur Main Road, Four Roads, Salem, to justify their stand.

38. Therefore, this Court is of the considered view that in the light of the facts narrated above coupled with the reasons assigned, the writ petition is maintainable.

39. In the result, this writ petition is allowed and the respondents 1 and 2 are directed to hand over the possession of the premises in S.Nos.46/1B and 46/2A1 at Four Roads, Salem Town, to the petitioners within a period of one month from the date of receipt of a copy of this order and pay the admitted arrears of rent with interest at the rate of 12% per annum, till full and final settlement. No costs. Consequently, the connected miscellaneous petition is closed.

Sd/-
Assistant Registrar(CS IV)

//True Copy//

Sub Assistant Registrar

rsb

To

The Commissioner of Police,
Salem City,
Salem.

+2cc's to M/s.Row & Reddy, Advocate, S.R.No.53544
+1cc to Mr.D.R.Santhana Krishnan, Advocate, S.R.No.53782

सत्यमेव जयते

W.P.No.29312 of 2014
and
M.P.No.1 of 2014

PSK(CO)
CA(05/10/2016)

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