

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27.6.2016

CORAM

THE HONOURABLE MR.JUSTICE T.S.SIVAGNANAM

Writ Petition Nos.21830 to 21839 of 2016
& WMP.Nos.18689 to 18698 of 2016

S.Balakrishnan ...Petitioner in W.P.No.21830 of 2016
and W.P.No.21831 of 2016
A.Natarajan.Petitioner in W.P.No.21832 of 2016
and 21833 of 2016
C.Thangavel ...Petitioner in W.P.No.21834 of 2016
and W.P.No.21835 of 2016
M.Jayachandren ...Petitioner in W.P.No.21836 of 2016
C.Muthuselvam ...Petitioner in W.P.No.21837 of 2016
K.Selvaraj ...Petitioner in W.P.No.21838 of 2016
V.SaranRaj ...Petitioner in W.P.No.21839 of 2016

Vs

The District Manager, Tamil Nadu
State Marketing Corporation Ltd.
(TASMAC), Salem-636203.Respondents in WPs No.21830 to
21839 of 2016

PETITIONS under Article 226 of The Constitution of India
praying for the issuance of Writs of Mandamus directing the
respondent herein to adjust the security deposit towards the
licence fee for the months of June and July 2016 by considering
the petitioners' individual representations dated 1.6.2016.

For Petitioners : Mr.P.Suresh Babu

For Respondent : Mr.B.Nedunchezhiyan

COMMON ORDER

Mr.B.Nedunchezhiyan, learned Standing Counsel takes notice
for the respondent. Heard both. By consent, the writ petitions
are taken up for final disposal.

2. The petitioners were granted licence to collect empty
bottles and to sell eatables in the bars attached to the TASMAC
retail vending shops concerned. In all these writ petitions, the
petitioners seek a direction to the respondent to adjust the
security deposit towards licence fee for the months of June and

July 2016 by considering their individual representations dated 1.6.2016. The petitioners have come forward with these writ petitions as the period of licence is to come to an end by the end of July 2016.

3. The apprehension of the petitioners is that after the expiry of the licence period, the security deposits will not be refunded immediately and going by the past experience, it is stated that the respondent had taken more than six months to refund the security deposits and in certain cases, the respondent raised vexatious claims so as to adjust the security deposits. The object behind retaining the security deposits is to ensure due compliance of the licence conditions and in the event of any default leading to a monetary loss, the respondent would be justified in deducting the monetary loss from and out of the security deposits. However, in cases where the licensees have complied with all the conditions of licence without any default, it is not known as to why the respondent should retain the security deposits without refunding the same that too for an indefinitely long period. The learned counsel for the petitioners submits that the officials like the respondent are always adjusting the security deposits as against the licence fees payable for the last month i.e for July of every succeeding year.

4. In the light of the above, the writ petitions are disposed of with a direction to the respondent to consider the petitioners' individual representations dated 1.6.2016 and if, in the past, the respondent has been adjusting the security deposit as against the licence fee for the last month i.e July, the same benefit shall be extended to the petitioners also. With regard to the balance amount, if any, the respondent is directed to examine as to whether the petitioners have complied with all the licence conditions and if the respondent finds that there is no default, the balance amount, if any, shall be refunded to the petitioners/licencees within a period of eight weeks from the date, on which, the licence comes to an end. No costs. Consequently, the above WMPs are closed.

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Sd/-
Assistant Registrar(CS VII)

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Sub Assistant Registrar

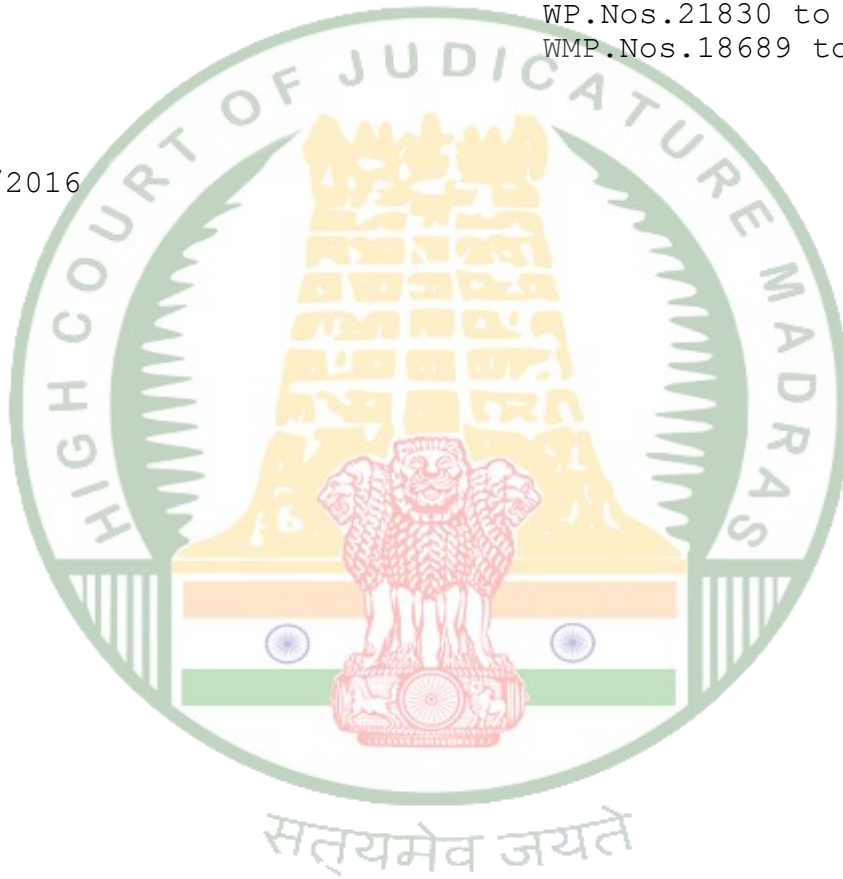
To

The District Manager, Tamil Nadu State Marketing Corporation Ltd.
(TASMAC), Salem-636203.

+1cc to Mr.P.Suresh Babu, Advocate Sr.35627

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WMP.Nos.18689 to 18698/2016

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