

**BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT**

DATED: 29.12.2016

CORAM:

THE HONOURABLE MR.JUSTICE K.KALYANASUNDARAM**AND****THE HONOURABLE MR.JUSTICE R.MAHADEVAN****W.A(MD)No.1652 of 2016****and****C.M.P(MD)No.12519 of 2016**

G.Ramasubramani

... Appellant/ Petitioner

Vs.

1.The Managing Director,
Tamil Nadu Tea Plantation Corporation Limited,
TANTEA Complex, Coonoor,
The Nilgiris District.

2.The General Manager,
Tamil Nadu Tea Plantation Corporation Limited,
TANTEA Complex, Coonoor,
The Nilgiris District.

... Respondents/ Respondents

PRAYER: Appeal filed under Clause 15 of the Letters Patent, against the order of this Court dated 16.12.2016 passed in W.P(MD) No.2018 of 2009.

Prayer in WP(MD). 2018/ 2009 :

Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue Writ of Certiorari calling for the records pertaining to the orders passed by the 2nd respondent in his office proceedings Ref.no.S4/23546/2002, dated 11.3.2009, quash the same.

For Appellant

: Mr.S.Poornachandran

JUDGMENT

(Judgment of the Court was delivered by R.MAHADEVAN,J.)

The appellant/writ petitioner challenged the termination notice issued by the second respondent dated 11.03.2009, in and by which, the dealership awarded to the appellant/writ petitioner to run the TANTEA Sales Bunk, was terminated and the writ petition filed by him was dismissed on 16.12.2016. Challenging the legality



of the same, the appellant/writ petitioner has filed this writ appeal.

2. It is the case of the appellant/writ petitioner that he was given an allotment order on 30.09.1994 permitting him to sell tea packets and snacks along with the liquid tea to be supplied by the respondents and he has been running the business in the said place, however, the second respondent cancelled the allotment of the petitioner by virtue of the termination order dated 11.03.2009. Aggrieved by the same, the appellant/writ petitioner filed the writ petition in W.P(MD)No.2018 of 2009.

3. Whereas it was contended by the learned Counsel for the respondents that in the allotment order dated 30.09.1994 itself, the period of one year was mentioned and there was no provision available with regard to automatic extension or renewal of allotment and further, the agreement of the appellant/writ petitioner got expired and in those circumstances, the second respondent rightly passed the termination order dated 11.03.2009.

4. The learned Judge, after considering the rival submissions and on going through the impugned order, found that there is no specific clause in the allotment order for automatic renewal and further that institution of a civil suit and also obtaining a temporary injunction against a District Forest Officer is not an impediment on the part of the second respondent to pass the impugned order and accordingly, dismissed the writ petition.

5. Challenging the same, the appellant/writ petitioner is before this Court.

6. Mr.S.Poornachandran, learned Counsel for the appellant/writ petitioner would submit that since the respondents made attempts to evict the appellant/writ petitioner without following due process of law, he instituted a civil suit against the District Forest Officer and obtained an order of interim injunction and that since the said interim order was violated, he filed contempt petition against the District Forest Officer, in which, he was punished and the second respondent passed the termination order without affording any opportunity of personal hearing to the appellant/writ petitioner and on that ground also, the said order is vitiated.

7. Heard the submissions of the learned Counsel for the appellant/writ petitioner and perused the materials available on record.

8. A careful scrutiny of the materials available before us in the form of a compiled set of documents filed by the appellant/writ petitioner, among other things, would reveal the following:



8.1. The appellant/writ petitioner was allotted a TANTEA Sales Bunk, vide order dated 30.09.1994 by the respondent Corporation;

8.2. The said allotment order is valid for a period of one year and it has to be extended every year;

8.3. The rent fixed by the respondent Corporation is with regard to the Sales Bunk at the space of 8' X 8' at Outpost, Alagarkoil Main Road, Madurai;

8.4. The respondent Corporation, vide letter dated 24.03.2005, informed the appellant/writ petitioner to renew the agreement on or before 31.03.2005;

8.5. In the meantime, the appellant/writ petitioner filed a civil suit in O.S.No.761 of 2005 before the Principal District Munsif, Madurai Town, seeking permanent injunction restraining the defendant therein in any way evicting the appellant/writ petitioner from the suit property as lessee except under the due process of law;

8.6. In the said suit, the appellant/writ petitioner filed I.A.No.510 of 2005 seeking ad-interim temporary injunction and the same was allowed;

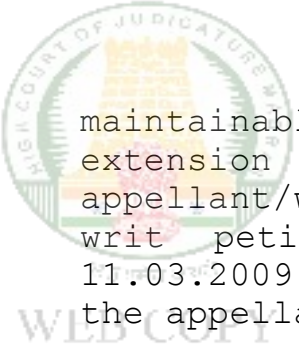
8.7. Surprisingly, the appellant/writ petitioner mentioned the total extent of the property in the schedule of properties as 1,121 sq. ft. in which the sales bunk comprising an extent of 8' X 8' = 64 sq. ft. and a tea stall comprising an extent of 8' X 8' = 64 sq. ft. and the remaining vacant site to an extent of 993 sq. ft.;

8.8. However, the appellant/writ petitioner did not substantiate his case with regard to the remaining portion of the vacant land, other than the sales bunk having an extent of 8' X 8' = 64 sq. ft. to which allotment was made to him by way of lease; but, the same is not under challenge in the writ petition;

8.9. The respondents also contended before the lower Court that the appellant/writ petitioner was allotted only 64 sq. ft of the Sales Bunk and the lower Court refused to go into that aspect and dealt with the matter relating to the order of injunction granted by the Court;

8.10. What is challenged by the appellant/writ petitioner is only the termination order/notice dated 11.03.2009 and the learned Judge has found that the impugned termination order/notice is perfectly in order and rejected the contention of the appellant/writ petitioner to quash the same.

9. This Court, on an independent application of mind to the materials placed before this Court, is of the considered view that the allotment order granted in favour of the appellant/writ petitioner is valid for one year and it has to be renewed every year and the last of such renewal is in the year 2005 and thereafter, there was no extension of lease in respect of the said Sales Bunk. In the absence of any valid material to substantiate the contention of the appellant/writ petitioner that the impugned termination order/notice dated 11.03.2009 is untenable, the learned Judge rightly found that the writ petition is not



maintainable and accordingly, dismissed the same. When there is no extension of lease period for more than four years, the appellant/writ petitioner could not make a challenge by way of a writ petition, impugning the termination notice/order dated 11.03.2009 and the action taken by the respondents for evicting the appellant/writ petitioner cannot be faulted with.

10. Therefore, the writ appeal fails and the same is dismissed, however, without costs. Consequently, the connected civil miscellaneous petition is also dismissed.

Sd/-

Assistant Registrar(AS)

/True copy/

Sub Assistant Registrar

To

1.The Managing Director,
Tamil Nadu Tea Plantation Corporation Limited,
TANTEA Complex, Coonoor,
The Nilgiris District.

2.The General Manager,
Tamil Nadu Tea Plantation Corporation Limited,
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Rsb

CSL/PM-PN/01.02.2017 : 4P/3C

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and

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