BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

Reserved on : 05.04.2016

Pronounced on : 22.07.2016

CORAM :

THE HONOURABLE MR. JUSTICE B. RAJENDRAN

Writ Petition (MD)No. 4124 of 2016
and
W.M.P. (MD) Nos. 3693, 3694, 4568 and 4569 of 2016

N. Vanjimuthu .. Petitioner

Versus

1. The Competent Authority/
The District Revenue Officer,
Dindigul.
2. The Revenue Divisional Officer,
Dindigul.
3. M. Ravichandran
(R3 was impleaded as per the
order dated 08.03.2016
made in WMP (MD) No. 4155/2016) .. Respondents

Prayer:- Petition filed under Article 226 of The Constitution of India praying for a Writ of Certiorarified Mandamus calling for the records relating to the impugned order of the first respondent in Roc.No.53200/2004/C4 dated 14.01.2016 and the consequential proceedings of the second respondent in Na.Ka.No.745/2000/A1 dated 29.01.20916 and the impugned attakshi dated 25.02.2016 for sealing the premises, quash the same and consequently direct the respondents herein to remove the seal and hand over possession of Hotel Swagath (Hotel Senthil Residency), Old Door No.109, New No.6, NVGB Hall Road, Nagal Nagar, Adiyavithu Village, Dindigul East Taluk to the petitioner pending disposal of the I.A. No. 3 of 2016 ini O.A. No. 19 of 2011 on the file of Special Court under TNPID Act, Madurai.

For Petitioner :Mr. T.R. Rajagopalan, Senior Advocate
for Mr. R. Devaraj
For Respondents :Mr. S. Kumar
Additional Government Pleader for R1 and R2

:Mr. T.V. Ramanujan, Senior Advocate
for Mr. R.J. Karthick for R3

ORDER

The petitioner challenges the orders passed by the first and second respondent respectively which led to the sealing of the hotel premises, which was under his occupation, namely Hotel Swagath (Hotel Senthil Residency) situated at Adiyavithu Village, Dindigul East Taluk and for a consequential direction to the respondents to remove the seal and handover possession of the hotel premises to him pending disposal of I.A. No. 3 of 2016 in O.A. No. 19 of 2011 on the file of Special Court under TNPID Act, Madurai.

2. The brief facts of the case which are germane and necessary for disposal of this writ petition are as follows:-

(i) The petitioner has taken the premises in question on lease from M/s. Ravi and Company Bankers, a financial company during the year 2000 for a lease rent of Rs.50,000/- per month which was renewed during the year 2001. The lease amount was to be paid to the first respondent with an agreement to deposit the lease rent to the credit of O.A. No. 19 of 2011. Subsequently, the owner of the hotel premises agreed to settle the dues to the depositors and with such an intention, they have sold the hotel premises to the petitioner by executing a registered sale deed dated 11.08.2013 for a sale consideration of Rs.1,15,00,000/- besides agreeing to settle the 297 depositors who are required to be settled by them. Even before such sale, the hotel premises was under interim attachment by the Government in GO Ms. No.1368, Home (Courts-1A) Department dated 18.12.2000 so as to realise the amount payable to various depositors. According to the petitioner, after such purchase, even though the petitioner settled the dues payable to the 296 depositors out of 297, except one depositor by name, Ramakrishnan, the first respondent compelled and coerced the petitioner to deposit more amount. Therefore, the petitioner made deposits month after month which has accrued to Rs.22,08,355/-.

(ii) During the year 2006, contending that the entire amount has been settled to the depositors, the petitioner stopped paying the lease amount to the first respondent. Immediately, the second respondent sealed the hotel premises on 02.09.2006. Thereafter, at the instance of the petitioner, a meeting was convened by the first respondent in the presence of Deputy Superintendent of Police, Economic Offence Wing, Dindigul; the second respondent and other depositors. During the course of such meeting an enquiry was conducted directly with the depositors and during such enquiry, the petitioner produced records, including acknowledgments made by the depositors as a proof of settlement of the dues paid to 297 depositors. According to the petitioner, the settlement was made to the depositors in the presence of an Advocate and Commissioner of Oaths by name Mr. Rafic. During the enquiry, the second respondent also made personal enquiry with the depositors and most of the depositors have stated that their dues were settled. Such statements recorded during the course of enquiry were reduced into a form of report by the second respondent and it was sent to the first respondent. Therefore, on being satisfied that there is no necessity to keep the property under attachment, the respondents 1 and 2 have raised the attachment of the hotel premises in exercise of their power conferred under Section 7 (6) of The Tamil Nadu Protection of Interests of Depositors (In Financial Establishments) Act, 1987 (hereinafter called as the TNPID Act). Thereafter, possession of the hotel premises was also handed over to the petitioner. While raising the order of attachment, as required by the respondents 1 and 2, the petitioner undertook to pay the dues to the depositors, if any, found in future.

(iii) According to the petitioner, inspite of the above, the first respondent filed O.A. No. 19 of 2011 before the Special Court under the TNPID Act to make the attachment absolute and it was allowed by the Special Court on 18.06.2014. Challenging the same, the petitioner filed CMA No. 807 of 2014 before this Court and it was dismissed on 15.12.2015 directing the Special Court to ensure that all the depositors were settled by selling the attached property. Immediately, the petitioner has filed I.A. No. 3 of 2016 before the TNPID Court, Madurai to permit him to deposit the amount due and payable to any of the depositors, if any. However, without considering the averments made in the said application, the first respondent has passed an order dated 14.01.2016 directing the second respondent to take possession of the hotel premises under seal with police force, as directed by this Court in the order dated 15.12.2015 in CMA No. 807 of 2014. According to the first respondent, 87 depositors still remain to be settled to the tune of Rs.49,44,680/- while acknowledging the sum of Rs.27,50,000/- already deposited by the petitioner. Based on the said order dated 14.1.2016 of the first respondent, the second respondent has sealed the hotel premises on 25.02.2016. Challenging the aforesaid orders, the petitioner has filed the present writ petition.

3. When the writ petition was taken up for admission on 29.02.2016, this Court, while ordering notice to the respondents, granted interim stay of operation of the impugned orders on condition that the petitioner shall deposit a sum of Rs.22,00,000/- to the credit of O.A. No. 19 of 2011 on the file of TNPID Court and on such deposit, the respondents 1 and 2 shall remove the seal and handover the possession of the premises in question. In the order dated 29.02.2016, this Court further directed the petitioner to deposit a sum of Rs.50,000/- per month for three months pending further orders to be passed in the writ petition. While passing the order dated 29.02.2016, this Court has taken note of the decision of the Honourable Supreme Court in (**Sunderbhai Ambalal Desai vs. State of Gujarat)** reported in **(2002)**

10 scc 283 wherein it was held by the Honourable Supreme Court that no useful purpose will be achieved by keeping the seized articles in the police custody without being utilised.

4. It is now represented that the petitioner has deposited the sum of Rs.22,00,000/- as directed by this Court and the seal was removed from the premises in question. It is also brought to the notice of this Court that the petitioner has also paid Rs.50,000/- per month to the tune of Rs.1,50,000/-.

5. (i) On notice, the third respondent impleaded himself as a party to the writ proceedings in WMP (MD) No. 4155 of 2016. The third respondent has also filed WMP (MD) No. 4569 of 2016 to vacate the interim stay granted on 29.02.2016. According to the third respondent, his father started a pawn broking business during the year 1969 and during the course of such business, he received deposits from the customers ranging from Rs.5,000/- to Rs.1,00,000/- and invested the amount so received in financial establishment. His father has also purchased the premises in question during the year 1992 and established the hotel in the name of "Swagath". After the demise of the father of the third reespondent, his three brothers namely M. Vasudevan, M. Ganesh Babu and M. Ramesh babu have taken over the hotel business. According to the third respondent, due to several factors, he could not repay the dues to the creditors. Therefore, the Government has initiated proceedings under the Act by issuing GO Ms. No.1362, Home (Courts) Department dated 18.12.2000 and the property in question was subjected to interim attachment. The third respondent therefore made representation to the revenue authorities and by an order dated 26.02.2001, the Commissioner of Land Administration, Chennai has passed an order directing the District Collector, Dindigul to give suitable instructions to the second respondent to permit the third respondent to run the business premises after getting a declaration to the effect that he would remit Rs.50,000/- every month. However, on 09.03.2001, the second respondent sealed the premises in question. Aggrieved by the same, the brother of the third respondent has filed WP No. 534 of 2001 before this Court and this Court, by order dated 02.07.2001 directed the respondents to handover possession of the hotel premises on condition that a sum of Rs.50,000/- has to be remitted every month. Thereafter, the possession of the hotel premises was handed over to the third respondent on 26.07.2001.

(ii) According to the third respondent, they could not run the hotel business due to several reasons and therefore, they have intiially rented out the hotel business to the petitioner herein by receiving Rs.25,00,000/- as advance with a direction to pay Rs.70,000/- as rent. In the meanwhile, the first respondent has filed O.A. No. 8 of 2001 before the TNPID Court, Chennai along with a petition for condonation of delay, with a prayer to make the order of attachment dated 18.12.2000 absolute. The TNPID Court condoned the delay and also made the order of attachment absolute by an order dated 19.05.2003. Aggrieved by the same, the petitioner, who was in occupation of the premises by then, has filed C.M.A. No. 805 of 2010 before this Court. In the meantime, O.A. No. 8 of 2001 pending on the file of TNPID Court, Chennai stood transferred to TNPID Court, Madurai and re-numbered as O.A. No. 19 of 2011. Thereafter, by order dated 08.08.2011, this Court disposed of CMA No. 805 of 2010 with a direction to the TNPID Court to dispose of O.A. No. 19 of 2011 within a period of three months.

(iii) According to the third respondent, totally, there were 1521 depositors and they have pressurised the third respondent to settle the deposit amount within a short span of time. The third respondent also sold some other properties owned by his family and settled 70% of the depositors by depositing Rs.2 crores. In such circumstances, the third respondent has sold the property in question to the petitioner who was already in possession of the premises. As the petitioner promised the third respondent to settle the remaining 30% of the depositors, the third respondent executed a sale deed dated 11.08.2003 for a sale consideration of Rs.1,15,00,000/-. In the sale deed, the obligation of the petitioner to settle the remaining depositors was clearly mentioned. Further, there was a *Varthaman* deed dated 11.08.2003 entered into between the petitioner and the third respondent as per which, the petitioner has to settle 69 depositors to the tune of Rs.45,40,323/-. However, the petitioner did not pay the amount to depositors and failed to fulfil his promise. By reason of non-fulfilment of the promise made by the petitioner, the official respondents have deducted a portion of the amount from the salary of the brother of the third respondent who is working in a bank.

(iv) According to the third respondent, he has settled 44 depositors before the Lok Adalat, Dindigul to the tune of Rs.12,08,400/- apart from depositing certain amount to the credit of TNPID Court, Madurai. The third respondent also deposited Rs.22,58,335/- on the file of first respondent pursuant to the order passed by this Court in WP No. 5342 of 2001 and the remaining amount to be deposited works out to Rs.44,00,000/-. In other words, after executing the sale deed dated 11.08.2003 in favour of the petitioner, the third respondent and his family have settled more than 210 depositors on their own.

(v) According to the third respondent, the first respondent has filed an affidavit in O.A. No. 4 of 2012 before the TNPID Court, Madurai seeking permission to take possession of the property which is in occupation of the petitioner for non-payment of the amount to the depositors. However, since the first respondent did not take any steps in that direction, the third respondent filed WP (MD) No. 11191 of 2013 before this Court to consider his representation dated 17.06.2013. In the meantime, one of the depositors who was not settled of her amount, namely Agalya, has filed WP (MD) No. 3989 of 2013 to declare that the sale deed dated 11.08.2013 executed in favour of the petitioner is null and void. By order dated 15.03.2013, this Court observed that the sale deed dated 11.08.2003 in favour of the petitioner was made after the attachment was made by the official respondents and therefore it is null and void. Therefore, this Court directed the registering authorities to incorporate the nature of attachment in the encumbrance over the property in quesiton as per Rule 7 of Tamil Nadu Protection of Interests of Depositors (in Financial Establishment) Rules to avoid further alienaation of the property. On coming to know about the order dated 15.03.2013, the petitioner has filed WP No. 11116 of 2012 praying for a Writ of Mandamus forbearing the official respondents from interfering with the possession of the property and it was dismissed on 13.08.2012.

(vi) According to the third respondent, when the sale deed in favour of the petitioner was declared as null and void by this Court, the petitioner has no right to assert any interest or title over the property in question. The petitioner has failed to fulfil his promise to settle the depositors and clandestinely taken possession of the property in question. The petitioner has also breached the conditions contained in the *Varthaman* Deed dated 11.08.2003. Suppressing all the above proceedings, the petitioner has filed the present writ petition and obtained an interim stay. The third respondent therefore prayed for dismissal of the present writ petition.

6. The petitioner has filed a counter affidavit denying the averments contained in the petition filed by the third respondent for vacating the interim stay. In the counter affidavit, the petitioner, while reiterating the averments contained in the affidavit filed in support of the writ petition, denied the execution of the *Varthaman* deed dated 11.08.2003. According to the petitioner, the amount said to have been settled by the third respondent have been paid by him. Since the petitioner has no knowledge about the details of the depositors, the amount was paid to the depositors by him through the third respondent and therefore it is false to contend that the third respondent has settled several amount to the depositors after execution of the sale deed dated 11.08.2003. It was specifically contended by the petitioner that the third respondent and his three brothers have received a sum of Rs.1,15,00,000/- towards sale consideration and at that point of time, there were 69 creditors who have proceeded against the petitioner and three others for realisation of Rs.45,40,323/-. Therefore, after deducting the said amount, the third respondent and his three brothers have received balance sale consideration of Rs.69,59,677/-. According to the petitioner, the hotel premises was sold to him only to settle the 69 depositors, which could be evident from the sale deed executed in his favour. The petitioner was assured that except the 69 depositors, there was no other depositors remain to be settled. However, after

execution of sale deed, the petitioner came to know about the proceedings initiated under the TNPID Act through the second respondent. According to the petitioner, even after execution of the sale deed in his favour, he has paid Rs.27,50,000/- and they were credited to the credit of the Original Application pending before the TNPID Court. Further, as per the counter filed by the first respondent in I.A. No. 3 of 2016 before the TNPID Court, a sum of Rs.49,44,680/- is required for settling about 87 depositors. Therefore, to show the bonafides, the petitioner, pursuant to the order of interim stay granted by this Court, has deposited Rs.22,00,000/- and another Rs.1,50,000/- at the rate of Rs.50,000/- per month. In any event, the petitioner is a bonafide purchaser and also remitted amount over and above the claim made by the official respondents. Therefore, the impugned orders passed by the official respondents for attaching the property in question has to be quashed.

7. The learned Senior counsel appearing for the petitioner would contend that admittedly, the petitioner is the owner of the premises in question as per the registered sale deed dated 11.08.2003 executed in his favour by the third respondent. The sale deed was executed for a valid sale consideration of Rs.1,15,00,000/-. The impugned orders have been passed by misconstruing the order passed by this Court in CMA No. 807 of 2014. As per the order passed by this Court, there was no direction to seal the premises. While dismissing the CMA No. 807 of 2014, this Court only directed the official respondents to ensure whether all the depositors have been settled. Therefore, pursuant to the order passed by this Court in C.M.A. No. 807 of 2014, the petitioner, in order to prove his bonafides, has filed I.A. No. 3 of 2016 praying to permit him to deposit the amount, if any, liable to be paid by him. Instead of considering such a prayer sought for by the petitioner, the first respondent has directed the second respondent to seal the premises in question and accordingly it was sealed on 25.02.2016. In any event, even as admitted by the official respondent in the counter in IA No. 3 of 2016 before the TNPID Court, a sum of Rs.49,44,680/- is required for settling about 87 depositors. Admittedly, the petitioner has paid Rs.27,50,000/- after execution of the sale deed and another Rs.23,50,000/- pursuant to the interim order dated 29.02.2016 granted in this writ petition. Thus, the petitioner has paid over and above the amount required to be settled namely Rs.51,00,000/-. In such circumstances, the learned Senior counsel appearing for the petitioner prayed for allowing the writ petition.

8. The learned Additional Government Pleader appering for the respondents, relying on the counter affidavit filed by the first respondent herein before the TNPID Court in I.A. No. 3 of 2016 in I.A. No. 74 of 2013 in O.A. No. 19 of 2011 would contend that the premises was sealed pursuant to the order passed by this

Court. In other words, to implement the order passed by this Court in CMA No. 807 of 2014, the premises was sealed after following the due process of law. According to the learned Additinoal Government Pleader, in the counter filed in I.A. No. 3 of 2016 in I.A. No. 74 of 2013, it was categorically indicated that there are 297 depositors required to be settled out of which only 210 depositors have been settled and remaining 87 depositors yet to be settled to the tune of Rs.49,44,680/-. It is also stated that already the petitioner has paid a sum of Rs.27,50,000/- and it is lying in the credit the credit of O.A. No. 19 of 2011 and it is not sufficient for disbursement to the depositors. It is also stated therein that the offence committed by the petitioner can be compounded on payment of the entire dues payable to the depositors with the permission of this Court as contemplated under Section 5 (A) of TNPID Act. By relying on the counter affidavit of the first respondent, the learned Additional Government Pleader would contend that when some of the depositors still remain to be settled, the sealing of the premises is just and proper especially when it was done as per the order passed by this Court in CMA No. 807 of 2014 and prayed for dismissal of the writ petition.

9. The learned senior counsel appearing for the third respondent would contend that the petitioner has not fulfilled the terms and conditions incorporated in the sale deed dated 11.08.2003 executed in his favour. Even such sale deed has been executed pending attachment of the property by virtue of the order passed by the competent authority. Further, the sale itself was declared as null and void in the order dated 15.03.2013 passed by this Court in WP (MD) No. 3989 of 2013 at the instance of one of the depositors. Such an order declaring the sale as null and void was also ordered to be incorporated in the encumbrance relating to the premises in question. Therefore, as on date, the petiitoner cannot claim any exclusive right and interest over the premises in question. Further, the learned Senior counsel for the third respondent vehemently opposed the argument of the learned Senior counsel for the petitioner that it was the petitioner who has paid the amount to the depositors. The learned Senior counsel for the third respondent also brought to the notice of this Court that since the petitioner failed to fulfil his promise contained in the sale deed, the third respondent was made to settle most of the depositors. In fact, the third respondent has settled 44 depositors before the Lok Adalat, Dindigul to the tune of Rs.12,08,400/- apart from depositing certain amount to the credit of TNPID Court, Madurai. The third respondent also deposited Rs.22,58,335/- on the file of first respondent pursuant to the order passed by this Court in WP No. 5342 of 2001 and the remaining amount to be deposited works out to Rs.44,00,000/-. In other words, after executing the sale deed dated 11.08.2003 in favour of the petitioner, the third respondent and his family have settled more than 210 depositors on their own. In such

circumstances, the sealing of the premises is just and proper and therefore, he prayed for dismissal of the writ petition.

10. I heard the learned senior counsel for the petitioner, the learned Additional Government Pleader appearing for the official respondents as well as the learned Senior counsel for the third respondent. The short point arise for consideration in this writ petition is whether the official respondents are justified in sealing the hotel premises in question to protect the interest of the depositors.

11. It is an admitted fact that the petitioner is in occupation of the hotel premises in question pursuant to the sale deed dated 11.08.2003 executed by the third respondent. The sale deed dated 11.08.2003 is a registered sale deed and it was also acted upon. It is also an admitted fact that the sale deed dated 11.08.2003 was executed when there was an order attaching the property is in force. Subsequently, the attachment was made absolute.

12. As regards the settlement of the depositors, the petitioner contends that it is he who has settled most of the depositors. This is denied and disputed by the third respondent by stating that it is he who settled the amount. According to the third respondent, as the petitioner failed to settle the depositors it compelled him to take up the cause and to settle the depositors on his own. The fact remains that some depositors are yet to be settled. In this context, useful reference can be made to the counter filed by the first respondent/competent authority before the TNPID Court I.A. No. 3 of 2016 in I.A. No. 74 of 2013 in O.A. No. 19 of 2011 wherein in para No.6 it is stated as follows:-

> "6. The first respondent submits that out of 297 depositors, the settlement was made to only 210 depositors, for 87 depositors the settlement was yet to be made for the amount of Rs.49,44,680/-. In the account of the first respondent office regarding this case, the amount of Rs.27,50,000/- is lying, which is sufficient or not is to be decided as per the acceptance of the depositors for settlement.

13. From the above counter affidavit, it is evident that already a sum of Rs.27,50,000/- is lying to the credit of the competent authority for settlement to the depositors out of the total amount required for settlement at Rs.49,44,680/-. This is also admitted by the contesting third respondent in the affidavit filed in support of the vacate stay petition. Therefore, taking this into consideration, this Court, by order dated 29.02.2016, granted interim stay and directed the petitioner to deposit Rs.23,50,000/- and that was also paid by the petitioner and the seal put up in the hotel premises was removed.

14. As regards the dispute between the petitioner and the third respondent relating to the various amounts paid by them towards settlement of the depositors and the right, title and interest over the hotel premises in question, this Court cannot deal with it in this writ petition. Such dispute can be adjudicated by the competent Court in the pending O.A. No. 19 of 2011. In this writ petition, the correctness or otherwise of the impugned orders passed by the official respondents alone has to be looked into by this Court. This court is also taking note of the fact that some of the depositors are still not settled and they have to be settled of their legitimate amount at the earliest. With this background, if we analyse the facts of the case, the petitioner, in order to prove his bonafides, has deposited Rs.23,50,000/- pending this writ petition. Therefore, as directed by this Court, the official respondents have also removed the seal put up over the hotel premises and the petitioner is now in possession and enjoyment of the hotel premises.

15. As regards the sealing of the hotel premises for recovering the due amount payable to the depositors, this Court is of the view that by sealing the business premises, no useful purpose would be achieved. In fact, by keeping the business premises sealed, it would only diminish it's material value. Rather, if the petitioner is permitted to run the hotel business, some income could be generated which in turn could be used for the purpose of settling the depositors. In fact, similar view was taken by the Honourable Supreme Court in (**Sunderbhai Ambalal Desai vs. State of Gujarat)** reported in **(2002) 10 scc 283** while dealing with the case relating to detention of vehicles such as cars and mother motor vehicles involved in criminal offence, which were detailed in the custody of the police without being released.

16. The fact remains that in the earlier order dated 15.03.2013 passed in WP (MD) No. 3989 of 2013 filed by one of the Depositors, this Court observed that the sale deed dated 11.08.2003 in favour of the petitioner was made after the attachment was made by the official respondents and therefore it is null and void. As against the same, the petitioner has not filed any appeal. However, the continued to remain in occupation of the business premises. Thereafter, the first respondent passed an order dated 14.01.2016 directing the second respondent to take possession of the hotel premises under seal with police force on the basis of the judgment passed by this Court on 15.12.2015 in CMA No. 807 of 2014. Based on the said order dated 14.1.2016 of the first respondent, the second respondent has sealed the hotel premises on 25.02.2016. Challenging the aforesaid orders, the petitioner has filed the present writ petition. Pending this writ petition, this Court granted interim stay on condition to deposit a sum of Rs.23,50,000/- and it was also deposited by the

petitioner. It is also stated that the third respondent also settled some of the depositors. In any event, by virtue of such deposit made by the petitioner, the interest of the depositors is adequately protected. In those circumstances, it has to be concluded that the possession of the petitioner in the interregnum is like a custodian or receiver of the property pending disposal of the Original Application. The petitioner cannot make any claim, right or interest over the premises in question especially when the sale deed in favour of the petitioner was declared as void. The right and title of the property cannot be gone into by this Court and it has to be decided in the pending Original Application before the competent authority.

17. It is the vehement contention of the learned Senior counsel for the petitioner that the petitioner has almost deposited the amount required for settlement of the depositors without prejudice to his rights and therefore, the sealing of the business premises is unnecessary. In this context, it is necessary to look into the order dated 15.12.2015 passed by this Court in C.M.A. No. 807 of 2014 filed by the petitioner. In the said order, this Court permitted the competent authority to proceed with the Original Application and to see that all the amount are settled to the depositors by sealing the attached property as provided under the Act, at the earliest point of time. On the basis of this order, the respondents 1 and 2 have passed the impugned orders and sealed the premises. The said order has been passed by this Court on 15.12.2015 in C.M.A. No. 807 of 2014 mainly on the ground that most of the depositors have not been settled. Now, by virtue of the interim order passed by this Court, the petitioner has deposited Rs.23,50,000/- and therefore, there may not be any impediment for settling the depositors. Further, the third respondent has also filed an application to deposit a sum of Rs.44,00,000/- (Forty Four Lakhs Only) to the credit of O.A. No. 19 of 2011. Therefore, definitely, there is sufficient amount available for setting the depositors. In such view of the matter, this Court is of the view that the sealing of the premises is no longer required. However, as the petitioner is now running the business premises, in the interest of justice, he is directed to deposit another sum of Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) apart from Rs.25,000/- per month till the disposal of O.A. No. 19 of 2011, to the credit of O.A. No. 19 of 2011 on the file of TNPID Court, Madurai.

18. In such view of the matter, this Court is of the view that the impugned orders passed by the respondents 1 and 2 to seal the business premises is liable to be set aside in view of the subsequent development in this case whereby the petitioner has deposited Rs.23,50,000/- as directed by this Court, the seal put upon the hotel premises was removed and he is presently continuing the business in the premises in question. However, as mentioned above, the *inter se* dispute between the petitioner and

the third respondent relating to the amount paid by them for settlement of the depositors; right, title and interest over the property in question etc., cannot be decided by this Court in this writ petition and it has to be decided in the pending Original Application. It is needless to mention that it is always open to the third respondent to question the non-payment of the amount by the petitioner or prove the payment made by him to the depositors before the TNPID Court. It is also to be mentioned that the TNPID Court shall take up the O.A. No. 19 of 2011 on it's file and dispose it of within a period of three months from the date of receipt of a copy of this order.

19. In the result, the impugned orders of the respondents 1 and 2 are set aside. The writ petition is partly allowed on condition the petitioner deposits a further sum of Rs.25,00,000/- (Rupees Twenty Five Lakhs Only) together with Rs.25,000/- per month to the credit of O.A. No. 19 of 2011 on the file of TNPID Court, Madurai within a period of four weeks from the date of receipt of a copy of this order failing which the official respondents shall seal the premises in question. It is made clear that no further time will be granted for depositing the amount by the petitioner. No costs. Consequently, connected miscellaneous petitions are closed.

Sd/-
Assistant Registrar(AS)

/True copy/

Sub Assistant Registrar

To

1. The Competent Authority/
The District Revenue Officer,Dindigul.

2.The Revenue Divisional Officer, Dindigul.

3.The Special Judge,
Tamil Nadu Protection of Interest Deposit Court,
Special Court under TNPID Act, Madurai.

+1 cc to M/s.R.J.Karthick, Advocate in SR.No.38953
+1 cc to M/s.R.Devaraj, Advocate in SR.No.38975
rsh
CSL/SKS-RR/SAR-III/09.08.2016 :12P/6C

Pre-delivery Order in
WP (MD) No. 4124 of 2016
22-06-2014