IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 15.11.2017

CORAM:

THE HONOURABLE MR.JUSTICE S.VAIDYANATHAN

W.P.No.12104 of 2013
& MP No.1 of 2013

The Territory Manager-Retail
Bharat Petroleum Corporation Ltd
No.35, Vaidyanathan Street,
Tondiarpet,
Chennai - 600 081. .. Petitioner

Vs.

1. The Government of Tamil Nadu
Rep. by its Principal Secretary &
Commissioner of Land Administration
Chepauk, Chennai - 600 005.

2. The District Collector
Tiruvannamalai - 606 601.

3. District Revenue Officer,
Tiruvannamalai - 606 601.

4. The Tahsildar
Anna Salai,
Tiruvannamalai - 606 601. .. Respondents

Writ Petition filed under Article 226 of the Constitution of India praying for the issuance of a Writ of Certiorari, calling for the records of the 1st respondent made under Ref.E3/21757/05, dated 10.01.2013 and quash the same.

For Petitioner : Mr.O.R.Santhanakrishnan

For Respondents : Mr.S.Diwakar, Spl.G.P.

ORDER

The petitioner has come forward with this writ petition to call for the records of the 1st respondent made under Ref.E3/21757/05, dated 10.01.2013 and quash the same.

2. The case of the petitioner is that his request to revise the lease rent was rejected. It is stated that the 4th respondent-Tahsildar, by a communication dated 13.07.2012, demanded the petitioner to pay the revised rental value for the period from 01.07.2000 to 30.06.2012 as Rs.20,90,033/- and after deducting the rent already paid, the petitioner has to pay a sum of Rs.14,89,927/-. Since the amount claimed was on the higher side, the petitioner has preferred an appeal before the 1st respondent and requested that the lease amount may be revised. As no action was taken, the petitioner preferred a writ petition in W.P.No.26728 of 2012 and this Court, by an order dated 03.10.2012, directed the authority, viz., Principal Secretary & Commissioner of Land Administration to consider the representation and pass appropriate orders within a period of four weeks. After hearing the parties, considering the request of the petitioner and the demand notice made by the Tahsildar, the first respondent has passed an order on 10.01.2013, stating that as per the Government letter dated 10.03.2005, it has been decided to collect the lease rent at 7% for non-commercial purpose and 14% for commercial purpose inclusive of additional surcharge.

3. The contention of the petitioner is that the lease rent revised from 2% to 14% is without giving an opportunity of being heard and the same is on the higher side and demanding arrears from 2000 is arbitrary and extraneous consideration.

4. The learned counsel for the respondents has filed a detailed counter affidavit stating that an extent of 6200 sq.feet has been leased to the petitioner-Corporation for running petrol bunk for commercial purpose and there was a proposal for renewal of lease from 01.07.2000. Since for the non renewal license period, the respondents have to collect lease rent by adding 12% of the rent lastly fixed, the lease amount payable has been arrived at Rs.20,91,033/- for the period from 01.07.2000 to 30.06.2012 and taking into account the amount already paid a sum of Rs.14,89,927/- has been arrived as the lease rent to be paid by the petitioner. There was a periodical revision of lease rent by taking note of the increase in land value, and the lease rent has been revised periodically once in 3 years. The petitioner is not justified in stating that there was exorbitant revised rent.

5. It is further stated that the petitioner will have to pay arrears for 12 years i.e. from 01.07.2000 to 30.06.2012 and that there is no justification in contending that hardship is caused to the petitioner. As the petitioner is doing business of sale of petroleum products under trader's licensee and the lease of land is considered as commercial purpose, the lease rent has

been fixed correctly and there is no error in arriving at the lease rent arrears. It is further stated in the counter affidavit that the interim stay of impugned order was granted on condition that the petitioner shall pay 50% of the arrears of the balance amount and that the petitioner has paid 50% of the amount on 17.05.2013.

6. Heard both sides and perused the materials available on record.

7. It is not in dispute that the petitioner is using the Government land for running petrol bunk commercially and that there was periodical revision of rent. The proposal for renewal of lease from 01.07.2000 was passed as per G.O.Ms.No.924, Revenue Department, dated 10.09.2001 and the lease rent for non renewal period has to be collected by adding 12% of the lease rent lastly fixed according to the Government orders and the lease rent from 01.07.2000 to 30.06.2012 had been arrived at Rs.20,91,033/-.

8. When the matter is taken up for hearing, the learned counsel for the petitioner has agreed that the petitioner will pay 10% of the rental value and he has also produced tabular columns with regard to the payment of rental value from 2012 to 2021. On instructions, Mr.Diwakar, learned Special Government Pleader has submitted that as there is periodical revision, the petitioner cannot contend that he has been put to prejudice and that being a Government Sector, he is bound to pay the amount determined and there is no arbitrary fixation and the glance of the impugned order itself is very clear that the Government has decided to collect 14% of the lease rental value for commercial purpose, inclusive of additional surcharge, which cannot be said to be faulty.

9. A glance at the impugned order makes it clear that there was periodical revision and the amount has been increased from 2% to 14% over a period of time. The value of price has gone up. There is no reason much less genuine reason to hold that the decision of the 1st respondent is arbitrary. That apart, it is a policy decision that cannot be interfered with unless contrary to statutory provisions or arbitrariness. Hence, I find no justification to interfere with the impugned order and therefore the writ petition is dismissed. No costs. Consequently, connected miscellaneous petition is closed.

10. However, as the learned Special Government Pleader for the respondents has submitted that renewal cannot be made up to 2021, as there is possibility of revision, the petitioners are directed to pay the balance amount of 50% due as per the impugned order, as they have already paid 50% of the amount as admitted by the respondents and also to pay the lease rental for

the future period from 2012 to 2018 at the rate of 14%, even though the calculation produced by the petitioner is up to 2021. The arrear amount calculated at 14% shall be paid on or before 31.12.2017.

Sd/-
Assistant Registrar

//True copy//

Sub Assistant Registrar

pvs

To

1. The Principal Secretary &
   Commissioner of Land Administration
   Chepauk, Chennai - 600 005.

2. The District Collector
   Tiruvannamalai - 606 601.

3. The District Revenue Officer,
   Tiruvannamalai - 606 601.

4. The Tahsildar
   Anna Salai,
   Tiruvannamalai - 606 601.

+1cc to Mr.Santhana Krishnan, Advocate SR.No.80888
+1cc to Mr.Diwakar, Advocate SR.No.81575
+1cc to Government Pleader SR.No.82021

W.P.No.12104 of 2013

MG(CO)
GN(19/12/2017)