

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 11.09.2017

CORAM

THE HONOURABLE MR.JUSTICE M.DURAI SWAMY

W.P.No.28377 of 2016 and W.M.P.No.24497 of 2016
and
W.P.No.28455 of 2016 and W.M.P.No.24563 of 2016

M/s.VJS Furniture,
represented by its sole proprietor Jagan,
No.N-8, Prem Nagar Colony, T.Nagar,
Chennai-600 017. .. Petitioner in
W.P.No.28377/2016

Sara Expo
represented by its authorised signatory
Mohammed Arshad Ansari,
14/33, 1st Avenue, Sastri Nagar,
Adyar, Chennai-600 020. ... Petitioner in
W.P.No.28455/2016

Vs

1. The State of Tamil Nadu represented by its
Secretary to Government,
Tourism, Culture & Religious Endowments Department,
Government of Tamil Nadu,
Secretariat, Fort St.George, Chennai-600 009.
2. The Tamil Nadu Tourism Development Corporation Ltd.,
represented by its Managing Director,
Tamil Nadu Tourism Complex,
No.2, Wallajah Road, Chennai-600 002.
3. M/s.Spellbound,
represented by its sole proprietor Reddin
No.32, Elliot's Beach Road,
Besant Nagar, Chennai-600 090. .. Respondents in both W.Ps.

W.P.No.28377 of 2016 filed under Article 226 of the Constitution of India, praying for issuance of a Writ of Mandamus directing the first and second respondents to permit the petitioner to forthwith remove the 105 Stalls, 34,000 sq.ft.of platform and 14,000 sq.ft.of Iron Sheds, three bridges and police pavilion belonging to the petitioner put up by the third respondent at Island Grounds, Chennai.

W.P.No.28455 of 2016 filed under Article 226 of the Constitution of India, praying for issuance of a Writ of Mandamus directing the first and second respondents to permit the petitioner to forthwith remove the 40,000 sq.ft.of Iron Sheds belonging to the petitioner put up by the third respondent at Island Grounds, Chennai.

For Petitioner in
both the W.Ps. : Mr.M.Vijay Anand

For Respondents : Mr.R.Rajeswaran, Spl.GP for R1
in both the W.Ps.

Mr.S.T.S.Murthi,
Additional Advocate General
assisted by
Mr.R.A.S.Sakthivel, AGP for R2

No appearance for R3

COMMON ORDER

The writ petition in W.P.No.28377 of 2016 has been filed to issue a Writ of Mandamus directing the first and second respondents to permit the petitioner to forthwith remove the 105 Stalls, 34,000 sq.ft.of platform and 14,000 sq.ft.of Iron Sheds, three bridges and police pavilion belonging to the petitioner put up by the third respondent at Island Grounds, Chennai.

2.The writ petition in W.P.No.28455 of 2016 has been filed to issue a Writ of Mandamus directing the first and second respondents to permit the petitioner to forthwith remove the 40,000 sq.ft.of Iron Sheds belonging to the petitioner put up by the third respondent at Island Grounds, Chennai.

3.It is the case of the petitioners that the second respondent entered into an agreement with the third respondent to conduct the 42nd India Tourism and Industrial Fair, 2016 and for this purpose, the third respondent contracted with the petitioner in W.P.No.28377 of 2016 to take on lease 105 stalls, 14,000 sq.ft.of platform, 14,000 sq.ft.of Iron Sheds, 20,000

sq.ft.of Platform and the petitioner in W.P.No.28455 of 2016 to take on lease 40,000 sq.ft.of Iron Sheds, to be used to put up stalls and other infrastructure required for conducting the Trade Fair. The Trade Fair did not commence in December 2015, but rather commenced only on 11.01.2016. After the completion of the Trade Fair, the petitioners requested the third respondent to dismantle and return the materials provided by them. However, the third respondent replied by stating that the respondents 1 and 2 were preventing the third respondent from removing the materials put up at the Island Grounds for conducting the Trade Fair, citing alleged dues in payment. Subsequently, the third respondent filed a writ petition in W.P.No.13188 of 2016 before this Court praying for a direction to the respondents 1 and 2 to permit the third respondent to dismantle and remove the structures at Island Grounds. Subsequently, the respondents 1 and 2 filed a suit in C.S.No.256 of 2016 before this Court for recovery of the dues. The petitioners contended that there is no contract between the petitioner and the respondents 1 and 2. Further the petitioners contended that the materials are lying idle for the past several months and thus they have been put to untold hardship. In these circumstances, the present writ petitions have been filed.

4.When the matter is taken up for hearing, Mr.M.Vijay Anand, learned counsel for the petitioners, submitted that the materials provided by the petitioners may be returned to them by giving bank guarantees to the satisfaction of the respondents 1 and 2.

5.Mr.S.T.S.Moorthy, learned Additional Advocate General, appearing for the second respondent, submitted that in the event of the petitioners giving bank guarantees to the tune of Rs.3,69,094/- in respect of the materials mentioned in W.P.No.28377 of 2016 and Rs.11,81,626/- in respect of the materials mentioned in W.P.No.28455 of 2016, the respondents 1 and 2 may be directed to return the materials to the petitioners.

6.The learned Additional Advocate General produced the Status Reports of the second respondent dated 11.09.2017, wherein the second respondent has mentioned the value of the materials stated in the writ petitions.

7.The learned counsel for the petitioners also submitted that the petitioners are willing to give bank guarantees for the value of the materials mentioned in the Status Reports dated 11.09.2017. Further the learned counsel for the petitioners has submitted that the petitioners may be given liberty to work out their remedies in the Civil Suit filed before this Court in C.S.No.256 of 2016.

8. In view of the submissions made by the learned counsel on either side, the petitioner in W.P.No.28377 of 2016 is directed to give bank guarantee to the tune of Rs.3,69,094/- (Rupees Three Lakhs Sixty Nine Thousand and Ninety Four Only) in respect of the materials mentioned in W.P.No.28377 of 2016, and the petitioner in W.P.No.28455 of 2016 is directed to give bank guarantee to the tune of Rs.11,81,626/- (Rupees Eleven Lakhs Eighty One Thousand Six Hundred and Twenty Six Only) in respect of the materials mentioned in W.P.No.28455 of 2016, within three days from the date of receipt of a copy of this order, to the satisfaction of the second respondent and on giving the bank guarantees, the respondents 1 and 2 are directed to return the materials mentioned in W.P.Nos.28377 and 28455 of 2016 to the respective petitioner, within a period of three days from the date of giving the bank guarantees.

9. The bank guarantees to be given by the petitioners should be in force until the petitioners obtain orders in the civil suit filed before this Court in C.S.No.256 of 2016. The bank guarantees should be given initially for a period of one year and thereafter it shall be extended until the petitioners obtain orders in the civil suit in C.S.No.256 of 2016.

10. With the above observations, the writ petitions are disposed of. No costs. Consequently, the connected miscellaneous petitions are closed.

Sd/-
Asst.Registrar (CS III)

/true copy/

Sub Asst. Registrar

KM

To

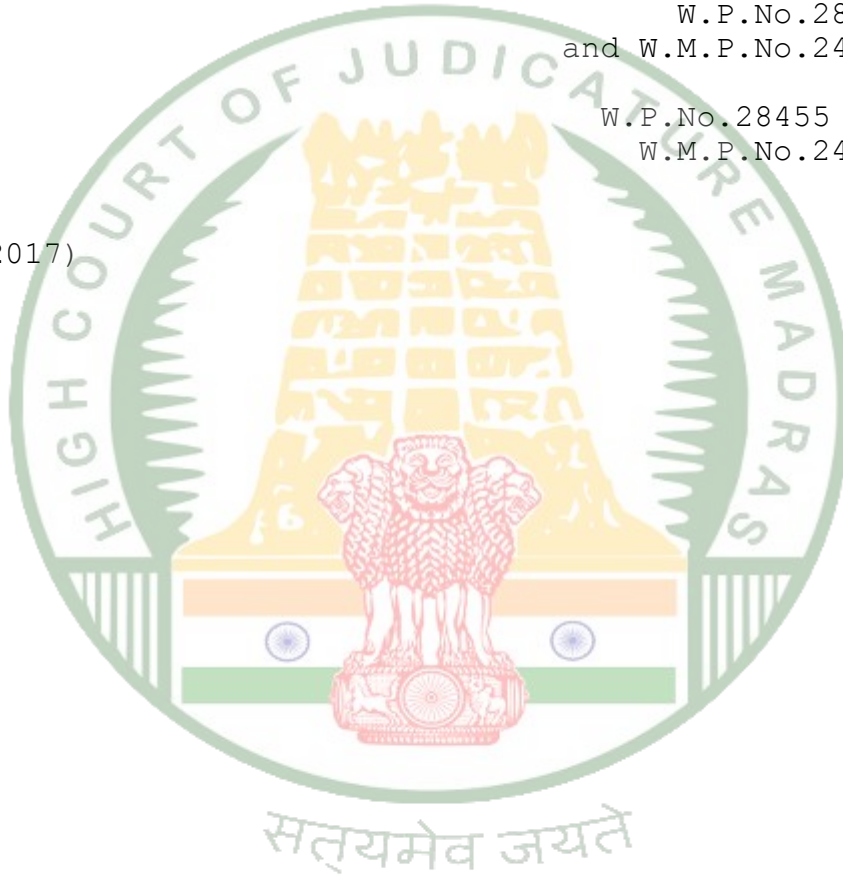
1. The Secretary to Government,
Government of Tamil Nadu,
Tourism, Culture & Religious Endowments Department,
Government of Tamil Nadu,
Secretariat, Fort St.George, Chennai-600 009.

2. The Managing Director,
Tamil Nadu Tourism Development Corporation Ltd.,
Tamil Nadu Tourism Complex,
No.2, Wallajah Road, Chennai-600 002.

+1cc to Mr.R.A.S.Senthilvel, AGP Sr. 65776
+1cc to Mr.M.Vijay Anand, Advocate Sr. 65933
+1cc to the Government Pleader, Sr. 66005

W.P.No.28377 of 2016
and W.M.P.No.24497 of 2016
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W.P.No.28455 of 2016 and
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VR(12/09/2017)



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