

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 12.07.2018

CORAM:

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P. No.23903 of 2013

and

M.P. No.1 of 2013

Jeyandra Kumar Bhavan Bhai Patel

...Petitioner

Vs.

1.The District Collector,
Krishnagiri District,
Krishnagiri.

2.The Deputy Director of Geology and Mining,
Office of the District Collector,
Krishnagiri.

..Respondents

PRAYER: Petition filed under Article 226 of the Constitution of India, to issue a Writ of Mandamus, or any other writ order or direction in the nature of writ to forbear the respondents from in any way interfering with the petitioner's right to quarry and transport quarried mineral from the lease granted quarry lands measuring 5-00-0 hectares comprised in Survey S.F.No.1249 (Part) situated in Nagamangalam Village, Denkanikottai Taluk, Krishnagiri District, during the currency of the lease granted in favour of the petitioner in respect of the subjection quarry.

For Petitioner : Mr. Mrs.P.Kalpa Reddy

For Respondents : Mr. M.Elumalai,
Government Advocate

O R D E R

The relief sought for in this Writ Petition is to forbear the respondents from in any way interfering with the petitioner's right to quarry and transport quarried mineral from the lease granted quarry lands measuring 5-00-0 hectares comprised in Survey S.F.No.1249 (Part) situated in Nagamangalam Village, Denkanikottai Taluk, Krishnagiri District, during the currency of the lease granted in favour of the petitioner in respect of the subjection quarry.

2.The writ petitioner was the successful bidder in respect of stone quarry measuring 5.00.0 hectares comprised in Survey S.F.No.1249 (Part) situated in Nagamangalam Village, Denkanikottai Taluk, Krishnagiri District in proceeding dated 29.03.2008, fixing 10 years of lease period with effect from 02.07.2008 to 01.07.2018. Pursuant to the said lease deed

executed, the writ petitioner is quarrying the areas for the past about 10 years. The said lease agreement is enclosed in Page No.1 of the typed set of papers filed along with the writ petition. On a perusal of the same, Clause 23 of the lease agreement reads as under "The lease period starts from the 2nd day of July 2008 and ends on the 1st day of July 2018".

3.The grievance as advanced by the writ petitioner is that at the time of filing of the present writ petition, the writ petitioner was prevented by the respondents from carrying out the quarrying operations in contravention to the clauses stipulated in the agreement executed by the respective parties in the lease agreement. However, this Court granted an interim order and pursuant to the interim order, the petitioner is continuing the quarrying operations in the said land.

4.The period of lease expired on 1st July 2018 and even after the expiry of the said lease period as per the lease agreement, the petitioner is still continuing the quarrying operations in the said land under the pretext that the interim order granted in the present writ petition is in force.

5.Undoubtedly, this Court has granted an interim order at the time of admitting the writ petition. However, such interim orders are granted during the pendency of the writ petition and more so, subject to condition that the lease period must be in force. If the period of lease agreed between the parties has been expired, then the interim order granted by this Court became inoperative automatically. When the lease period itself has been expired, then there is no question of continuing the quarrying even beyond the period of lease. Even the interim order is subject to the condition that the lease period must be in force. No interim order has been granted by this Court for extension of lease period. If the interim order has been granted to protect the rights of the parties only during the existence lease period and during the pendency of the writ petition or till the further orders are passed. Thus, by virtue of an interim order, the writ petitioner cannot travel beyond the scope of the Clauses agreed in the lease agreement and the writ petitioner cannot be allowed to take any undue advantage or unlawful enrichment from and out of the interim order granted by this Court at the time of the admission of the writ petition.

6.Number of writ petitions are pending before the Hon'ble High Court for an unspecified period on account of large number of filing of cases. The High Courts are unable to dispose of all the writ petitions within a short span of time. However, those circumstances can never be misused or abused by the respective parties to the writ petitions. The authorities competent are bound to object the continuance by filing appropriate petitions

before the High Court. Even in such circumstances, any delay or otherwise in disposing of the writ petitions, the interim order granted by the High Courts can never be abused for the purpose of unlawful enrichment by the lessees or other persons. Thus, it is clarified in the event of granting any interim order in respect of the continuance of quarrying operations, such operations cannot be allowed to be continued beyond the period of lease agreed upon by the respective parties in the lease agreement. After the expiry of the lease period, the lessees are bound to stop all such quarrying operations and the respondents are duty bound to ensure that the interim orders are not abused and the lessees are not permitted to gain any unlawful or illegal enrichment. The authorities competent are duty bound to initiate all further actions to stop the quarrying operations, in respect of the writ petitioner.

7. In this view of the matter, the respondents 1 and 2 in this writ petition are directed to stop the quarrying operations, which is the subject matter of the present writ petition forthwith without any delay in view of the fact that the lease period had already been expired on 1st July 2018 and the writ petitioner cannot seek further extension of lease period by virtue of the interim order granted in the present writ petition and accordingly, the cause aroused became vanished.

8. Accordingly, the writ petition stands dismissed. However, there shall be no order as to costs. Consequently, connected miscellaneous petition is closed.

sd/-

Assistant Registrar (CS-VII)

//True Copy//

Sub Assistant Registrar

To

1. The District Collector,
Krishnagiri District, सत्यमेव जयते
Krishnagiri.

2. The Deputy Director of Geology and Mining,
Office of the District Collector,
Krishnagiri.

+1cc to Mr.K.Ramakrishna Reddy, Advocate, S.R.No.45886
+1cc to the Government Pleader, S.R.No.46613

W.P. No.23903 of 2013
and

M.P. No.1 of 2013

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SMI/02.08.2018