



WEB COPY

1

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 08.02.2018

CORAM :

THE HONOURABLE MR.JUSTICE V.BHARATHIDASAN

WP (MD) Nos.3502 and 3503 of 2013

and

MP(MD)Nos.1, 1 and 2, 2 of 2013

R.Suresh Kumar ... Petitioner in WP(MD)No.3502/13

K.Marthandan ... Petitioner in WP(MD)No.3503/13

Vs.

1.The District Collector,
Sivagangai District,
Sivagangai.

2.The Assistant Director,
(Geology and Mining),
Sivagangai District,
Sivagangai.

... Respondents in both W.Ps.

COMMON PRAYER:

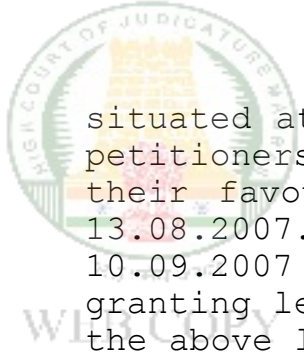
Petitions filed under Article 226 Constitution of India to issue a Writ of Certiorarified Mandamus to call for the records relating to the impugned orders passed by the first respondent vide Na.Ka.M.2/938/2012 and Na.Ka.M.2/939/2012 dated 19.10.2012 and quash the same and consequently direct the first respondent to extend the lease for the period of another 5 years in respect of the quarry land in Survey Nos.275/6 and 276/5 situated at Melapoongudi Village, Sivagangai District in the light of Rule 8(8) of the Tamil Nadu Minor Minerals Concession Rules 1959.

For Petitioners	: Mr.D.Shanmugaraja Sethupati
For Respondents	: Mr.Aayiram K.Selvakumar
	Additional Government Pleader
	(both W.Ps.)

COMMON ORDER

Challenging the orders passed by the District Collector, Sivagangai District/first respondent herein, rejecting the petitioners' request for extension of lease period, these writ petitions have been filed.

<https://hcservices.ecourts.gov.in/hcservices/> 2.According to the petitioners, the first respondent called for auction to lease out sand quarry in Survey Nos.275/6 and 276/5



situated at Melapoongudi Village, Sivagangai District, in which the petitioners have participated and the lease was also granted in their favour for a period of five years by the proceedings dated 13.08.2007. As per the lease agreement, lease period is from 10.09.2007 to 09.09.2012. According to the petitioners, after granting lease, the respondents did not remove the trees standing in the above leased out land. Hence, the petitioners could not commence quarrying operation, despite several representations given by the petitioners, no action has been taken. Apart from that, the quarries leased out to the petitioners are virgin quarries and as per Rule 8 (8) of the Tamil Nadu Minor Mineral Concession Rules, 1959 (hereinafter called as 'Rules') the quarry period should be ten years, instead, the respondents leased out the quarries only for a period of five years. On that score also, the petitioners are entitled to get lease for another period of five years. But the representations of the petitioners have been rejected by the first respondent on the ground that as per Rule 8(8)(ii) of the Rules, authorities have no power to extend the lease. Challenging the same, these writ petitions have been filed.

3.Mr.D.Shanmugaraja Sethupathi, learned counsel appearing for the petitioners would contend that the petitioners, for no fault on them, they have been prevented from conducting quarry operation. In the above circumstances, the petitioners are entitled for extension of lease. Apart from that, since the quarries are virgin quarries, the petitioners are entitled to get lease for a period of ten years. But the respondents have restricted it to five years. Hence, they are entitled to get lease for another period five years under Rule 8(8) of the Rules and the bar under Rule 8(8)(ii) of the Rules is not applicable to the petitioners' case. The learned counsel further contended that the first respondent, after receipt of the petitioners' representations, without conducting any enquiry whatsoever, has mechanically rejected their request. Hence, the impugned orders passed by the first respondent are liable to be set aside.

4.The learned Additional Government Pleader appearing for the respondents submitted that auction has been conducted in respect of the above mentioned quarry land with a specific condition that the lease period is only for five years. After accepting the tender condition, the petitioners have participated in the auction and entered into agreement with the respondents. Further, the quarries are not virgin quarries and therefore, the petitioners are not entitled lease for a period of ten years. Apart from that, there is no proof to show that the quarries are virgin quarries. Further it is submitted there is also no proof to show that the petitioners did not conduct quarry operation and the averments made in the representations are very vague and as per Rule 8(8)(ii) of the Rules, the petitioners are not entitled to get any further extension and the first respondent has rightly considered the same and rejected the petitioner's applications.



5.I have considered the rival submissions made on either side and perused the materials carefully.

6.The first and foremost contention of the petitioners is that they have been prevented from conducting quarry operation during lease period and for that period, they are entitled to get extension of lease. From the perusal of the representations made by the petitioners to the first respondent it could be seen that in the year 2008, the petitioners are said to have given representations to the first respondent alleging that trees were standing in the quarry land and absolutely there is no allegation that they have been prevented from conducting quarry operation. Even in the representation given by the petitioner in WP(MD)No.3502 of 2013, the petitioner has clearly admitted that he has conducted quarry operation and also paid seigniorage fee to the respondents. Apart from that, the petitioners did not mention, during which period they have been prevented from conducting quarry operation and based on the vague averments made in the representations, the lease period cannot be extended.

7.The next contention of the learned counsel appearing for the petitioner is that since the quarries are virgin quarries, as per Rule 8(8) of the Rules, the petitioners are entitled to have lease for a period of ten years. First of all, there is no proof to show that the quarries are virgin quarries. Apart from that, the above quarries were leased out to the petitioners through tender and after knowing the tender condition that lease is only for a period of five years, the petitioners have entered into the agreement with the respondents, agreeing to have lease for five years, and after entering into the agreement with the respondents, now, it is not open to the petitioners to say that the petitioners are entitled to lease for a period of ten years. That apart, as per Rule 8(8)(ii) of the Rules, the respondents have no power to extend the lease on any account. Considering all those materials, the first respondent has rightly rejected the petitioners' request. Hence, I find no illegality or infirmity in the orders passed by the first respondent. The writ petitions are dismissed accordingly. No costs. Consequently, MP(MD)Nos.1, 1 and 2, 2 of 2013 are closed.

Sd/-

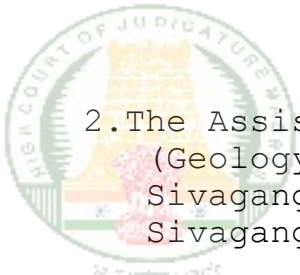
Assistant Registrar(T&P)

/True copy/

Sub Assistant Registrar

To

1.The District Collector,
Sivagangai District,
Sivagangai.



2.The Assistant Director,
(Geology and Mining),
Sivagangai District,
Sivagangai.

+2cc to Mr.D.SHANMUGARAJA SETHUPATHI,Advocate,SR. 47054,47055
+1cc to M/S.Special Government Pleader,SR. 47463

WP (MD) Nos.3502 and 3503 of 2013
(2/2)

MJ
KK/KKR/SAR 1/21.02.2018/ 4P- 6C/