

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 05.08.2019

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THE HONOURABLE MR.JUSTICE K.KALYANASUNDARAM

W.P.No.33545 of 2007

P.A.Gulzar Ahmed

..Petitioner

-Vs-

1.The District Collector,
Coimbatore.

2.The Thasildhar,
Palladam.

3.The Executive Officer,
Palladam Municipality,
Palladam.

.. Respondents

Prayer: Writ Petition is filed under Article 226 of the Constitution of India, seeking issuance of a writ of certiorari, to call for the records ending with the order of the 2nd respondent made in Na.Ka.No.2991/96/A2, dated 19.1.2007 and to quash the same.

For Petitioner : A.Muthukumar

For Respondents : Mr.B.Anand
Government Advocate for R1 & R2
Mr.S.V.Duraisolaimalai for R3

O R D E R

Assailing the demand of the alleged lease arrears of Rs.4,94,135/-, this writ petition has been filed.

2. According to the petitioner, he along with two others namely Natarajan and Rajan were permitted to construct a stone bridge at their own cost in S.No.599/01 (Odai Poramboke) of Naranapuram Village, Palladam Taluk, on a condition that they should permit the general public to use the bridge. The lease was granted in favour of the petitioner and two others from 1984 to 1987 at the rate of Rs.522.90/- per year.

3.Mr.A.Muthukumar, learned counsel for the petitioner would state that the Tahsildar, Tiruppur, granted permission to

construct the bridge, on the specific condition that the bridge should be allowed to be used by general public and accepting the said conditions the petitioner and two others constructed the bridge. It is further stated that though the lease period expired in the year 1987, the bridge was being maintained by the petitioner at his own cost till 1992, however, the respondent by the impugned order demanded the arrears of lease amount of Rs.4,94,135/-, for the period from 11.07.1987 to 10.07.2002.

4. It is the submission of the learned counsel for the petitioner that after 1987, the lease period was not renewed in favour of the petitioner and admittedly, the bridge is being used by the general public and hence, the demand made by the second respondent is liable to be quashed.

5. Per contra, by referring the counter affidavit filed by the second respondent, the learned Government Advocate would state that the petitioner has not surrendered the lease, which was granted in the year 1984. Hence, the petitioner is liable to pay the lease amount.

6. I am unable to agree with the submission made by the learned Government Advocate. It is an admitted fact that the bridge was constructed at the cost of the petitioner and two others in the year 1984 and the same is put to use by the general public. Though the respondents have stated that the lease was subsequently extended till 2007, no documents were produced in support of their case. In such circumstances, I find no justification in the demand of the alleged lease arrears from 1984 to 2002.

7. For the aforesaid reasons, the writ petition is allowed and the order impugned in this writ petition is quashed. However, there shall be no order as to costs.

ms

सत्यमेव जयते

Sd/-
Assistant Registrar

//True Copy//

Sub Assistant Registrar

To

1.The District Collector,
Coimbatore.

2.The Thasildhar,
Palladam.

3.The Executive Officer,
Palladam Municipality,
Palladam.

+1cc to Mr.A.Muthu Kumar, Advocate, SR.No.66683

+1cc to the Govt.Pleader, Vide Sr.No.67554

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Kak (23/09/2019)



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