

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :24.01.2019

CORAM

THE HONOURABLE Mr.JUSTICE S.M.SUBRAMANIAM

W.P.No.30903 of 2004

S.Jeetendra

..Petitioner

vs

1.The Collector of
Nilgiris District,
Udhamandalam

2.The Revenue Divisional Officer,
Coonur - 643 102.

3.The Tahsildar,
Taluk Office, Coonur - 643 102.

4.B.Nichatchand

5. P.Goutham

6. S.Pradeep

7. S.Lakraj

8. S.Harish

9. S.Khemendra

10. S.Dhiraj

11. Mrs.Lakshmi

12. Mrs.Saraswathi

13. Mrs.Nirmala

.. Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India praying to issue a Writ of Mandamus, directing the respondents 1 to 3 to redeliver the scheduled mentioned property intact and in the same condition to the petitioner from which the petitioner and the respondents 4 to 13 and their occupants were illegally evicted.

For Petitioner :Mr.M.Kempuraj

For Respondents : Mr.R.Janaki

Addl.Govt.Pleader for R1 to R3

Mr.K.Shanmugasundaram for R4-13

O R D E R

The relief sought for in the present writ petition is for a direction to direct the respondents 1 to 3 to redeliver the scheduled mentioned property intact and in the same condition to the petitioner from which the petitioner and the respondents 4 to 13 and their occupants were illegally evicted.

2. The writ petitioner states that the land described in the present writ petition was leased out and the writ petitioner was in possession of the same for many years. The writ petitioner had put up super structures in the Government land which was leased out and was in occupation. The premises was originally used as booking office for theatre and the lease was periodically renewed and the same expired during the year 1985. After the expiry of the lease period, the writ petitioner submitted an application for fixation of fair rent. However, the writ petitioner states that the fair rent has not been fixed in accordance with law and therefore, the eviction is to be construed as illegal.

3. The learned Additional Government Pleader opposed the contentions by stating that the lease period expired in the year 1985 itself and after the expiry of the lease, question of fixing fair rent does not arise at all. Since the lease period expired during the year 1985 and the respondents had not renewed the lease in favour of the writ petitioner, there is no right accrued for the writ petitioner to claim the property from which the writ petitioner had already been evicted.

4. This Court is of the considered opinion that, undoubtedly, the writ petitioner was in occupation of the Government premises on account of the lease granted. Admittedly, the lease period expired during the year 1985. The application submitted by the writ petitioner for renewal of lease was not considered during the relevant point of time. Thus, the fixation of fair rent is absolutely unconnected with the renewal of lease or the continuation of the lease period. In the absence of any valid lease, the writ petitioner cannot claim fixation of rent. Fixation of rent is consequential and to be done pursuant to the valid lease. If there is a lease then only the fixation of rent comes. It is inseparable and in the absence of any valid lease, the claim of the writ petitioner that he should not be evicted since the fair rent proceedings are pending deserves no further consideration.

5. This apart, the lease period expired during the year 1985, the writ petitioner was evicted from the premises in the year 2004 and now after a lapse of 14 years, the question of issuing direction to restore the public premises does not arise at all. With these observations, the writ petition stands dismissed. No Costs.

Sd/-
Assistant Registrar(CS vi)

//True Copy//

Sub Assistant Registrar

Pkn

To

1.The Collector of
Nilgiris District,
Udahamandalam

2.The Revenue Divisional Officer,
Coonur - 643 102.

3.The Tahsildar,
Taluk Office, Coonur - 643 102.

+1cc to Mr.M.Kempuraj 5889, Advocate SR.No.
+1 CC TO GOVERNMENT PLEADER SR.NO. 6511

W.P.No.30903 of 2004

A.SK(26/02/2019)

सत्यमेव जयते

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