

IN THE HIGH COURT OF JUDICATURE AT MADRAS
DATED : 11.03.2019
CORAM

THE HONOURABLE MR.JUSTICE D.KRISHNAKUMAR

W.P.No.5129 of 2019
and W.M.P.No.5850 of 2019

N.M.Jeyakumar

... Petitioner

Vs.

1.The District Collector,
Erode District.

2.The Executive Officer,
Nasiyanur Panchayat,
Erode District.

... Respondents

Prayer: Petition filed under Article 226 of the Constitution of India to issue a Writ of Mandamus, to direct the respondents to extend the date for the payment of lease amount for the Fishing pond at Siddhankuttai, Nasiyanur Panchayat, Erode District for 2018-19 and also renew the said lease in favour of the petitioner for 2019-2022 in due consideration of the representation of the petitioner dated 07.01.2019 in accordance with law.

For Petitioner	:	Mr.T.Gowthaman
For R1	:	Mr.A.Karthikeyan Additional Government Pleader
For R2	:	Mrs.Sri Jayanthi Government Advocate

O R D E R

This Writ Petition has been filed seeking for issuance of a Writ of Mandamus, directing the respondents to extend the date for the payment of lease amount for the fishing pond at Siddhankuttai, Nasiyanur Panchayat, Erode District for 2018-19 and also renew the said lease in favour of the petitioner for 2019-2022 in due consideration of the representation of the petitioner dated 07.01.2019.

2. By consent of the learned counsel on either side, this Writ Petition is taken up for final disposal.

3. This court heard the learned counsel on either side and also perused the materials placed on record.

4. The learned counsel for the petitioner would submit that the petitioner was a lessee and secured the leasehold right for fishing under the second respondent for the period 2016-2017 and paid the lease amount of Rs.2,50,000/-. The petitioner has suffered huge loss in the first year itself on account of the second respondent constructing a compound wall on the road side and deepening the said pond in the name of renovation, due to which most of the fishes died and the water became completely polluted. The petitioner gave a representation to the respondents requesting time for payment of the lease amount for 2017-2018 and not to cancel the lease granted in favour of the petitioner. The second respondent has called upon the petitioner to pay the lease amount for 2017-2018 with 5% increase from the previous lease amount of Rs.2,50,000/- viz., Rs.2,62,505/- on or before 20.04.2017 in order to renew the lease granted to the petitioner, failing which the lease would be cancelled.

5. Further, he would submit that the petitioner has filed a Writ Petition before this Court in W.P.No.9781 of 2017, to extend the time for making the payment of lease amount for the fishing rights of the aforesaid pond. This Court, by an Order dated 02.01.2018, extended the time for the payment of the lease amount for a period of six weeks. In November, 2018, dead dogs were found floating in the pond, which has fully contaminated the water and resulted in the death of more than 1000 fishes. When the cleaning of the pond was done by the respondents herein it resulted in a massive expense of Rs.1,50,000/-. After paying the said amount, the petitioner informed the second respondent that there was a huge financial liability on the petitioner and consider the lease payment for 2018-2019, which is due on 31.03.2019.

6. According to the petitioner, new fishes have been let into the pond after the cleaning work was completed and it could be harvested only after the said period. Therefore, the petitioner is entitled for an extension of the lease for 2019-2022 on 5% enhancement of the present lease amount. The petitioner made a representation dated 07.01.2019 itself and sought for an extension of time for the payment of the lease amount as well as to extend the lease for a further period of three years as contemplated in the terms of the lease. In spite of receiving the petitioner's representation, there is no action on the same till date.

7. It is stated by the learned Additional Government Pleader appearing for the respondent, on instructions that, on the basis of the representation, the request of the petitioner considered and accepted further to grant an extension of lease upto 30.06.2019 subject to payment of arrears due to the second respondent. The learned counsel for the petitioner submitted that the petitioner undertakes to pay the arrears amount in two instalments viz., the first instalment shall be paid on or before 30.03.2019 and second instalment shall be paid on or before 12.04.2019.

8. Recording the aforesaid submission of both the parties, as per the undertaking, the petitioner is directed to deposit the first instalment of 50% of the arrears lease amount on or before 30.03.2019 and the remaining arrears lease amount shall be paid on or before 12.04.2019. On such payment being made, the second respondent shall pass orders granting further lease to the petitioner till June 2019, subject to payment of lease amount for the aforesaid three months. In default, the petitioner shall surrender possession of the pond to the second respondent.

9. With the above direction, this Writ Petition is disposed of. Consequently connected Miscellaneous Petition is closed. No costs.

Sd/-
Assistant Registrar

//True Copy//

Sub Assistant Registrar

lpp/mpa

To

1.The District Collector,
Erode District.

2.The Executive Officer,
Nasiyanur Panchayat,
Erode District.

+1cc to Government Pleader sr.no.23180
+1cc to Mr.T.Gowthaman, Advocate sr.no.22921
+1cc to Mrs.Sri Jayanthi, Advocate sr.no.22737

W.P.No.5129 of 2019
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nr 29/03/2019