

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on 09.07.2019	Delivered on 01.08.2019
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CORAM:

THE HONOURABLE MR.JUSTICE R.SUBRAMANIAN

A.No. 6560 of 2018

and

O.A.No. 805 of 2018

MRF Ltd.,
Rep. By M.Senthilnathan, Corporate Manager,
124 Greaves Road,
Chennai – 600 006.

... Applicant in both the applications

-VS-

1.The Interim Administrator,
Pachaiyappa's Trust Board,
Pachaiyappa's College Campus,
Chennai – 600 030.

2.The Principal,
Pachaiyappa's College,
Chennai – 600 030.

... Respondents in both the applications

Prayer in A.No.6560 of 2018 :- This application has been filed seeking a direction to the respondent namely, the Interim Administrator of Pachaiyappa's Trust Board to allow the applicant to use the Cricket Ground-A as described in the schedule hereunder belonging to the Pachaiyappa's College for cricket with liberty to renew the license / lease agreement for a further period of three years from 01.01.2018 as agreed by the Board of Trustees on the terms and conditions of the latest lease / license agreement or as per the terms this Hon'ble Court deems fit.

Prayer in O.A.No.805 of 2018 :- This application has been filed seeking an order of injunction restraining the respondents namely, the Interim Administrator of

Pachaiyappa's Trust Board and the Principal of Pachaiyappa's College from evicting the applicant from the Cricket Ground-A as described in the schedule hereunder pending disposal of this Original Application.

**For Applicant in both applications : Mr.G.Masilamani, Senior Counsel
for M/s. King & Partridge**

**For Respondents in both applications : Mr.T.R.Rajagopalan, Senior Counsel
for Mr.K.V.Sundararajan**

O R D E R

A.No.6560 of 2018 has been filed seeking a direction to the respondent namely, the Interim Administrator of Pachaiyappa's Trust Board to allow the applicant to use the Cricket Ground-A as described in the schedule hereunder belonging to the Pachaiyappa's College for cricket with liberty to renew the license / lease agreement for a further period of three years from 01.01.2018 as agreed by the Board of Trustees on the terms and conditions of the latest lease / license agreement or as per the terms this Hon'ble Court deems fit.

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2. O.A.No.805 of 2018 has been filed seeking an order of injunction restraining the respondents namely, the Interim Administrator of Pachaiyappa's Trust Board and the Principal of Pachaiyappa's College from evicting the applicant from the Cricket Ground-A as described in the

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Schedule hereunder pending disposal of this Original Application.

3. The brief facts that lead to the filing of these applications are as follows:-

The Pachiyappa's Trust is governed by the scheme decree passed by this Court on 12.02.1909, which has been amended time to time and the amendments were carried out on 04.01.2007 and the same were modified in O.S.A.No.47 & 58 of 2007 on 24.09.2008. As per the scheme decree, the Pachaiyappa's Trust is managed by a Board of Trustees, who were to be elected by the electoral college consisting old students of the colleges, run by the Trust, teaching and non-teaching staff of the colleges and others.⁶ On the basis of allegations of inaction, misfeasance and malfeasance against the existing Trustees, this Court had appointed the first respondent as an Interim Administrator to carryout the functions of the Board of Trustees. It is not in dispute that the first respondent had assumed charge and is functioning as an Interim Administrator, pursuant to the orders of this Court.

4. During the year 2000, when the Pachaiyappa's Trust was being managed by the Administrator General / Official Trustee, the Administrator General/Official Trustee moved this Court in A.No.3203 of 2000 seeking permission to the applicant herein to maintain, use and utilise Pachaiyappa's

the terms and conditions of the lease agreement to be entered into between the Principal, Pachaiyappa's College, Chennai and the applicant herein. The said application came to be allowed on 11.08.2000, subject to certain conditions.

5. Subsequently, in a meeting of the Board of Trustees held on 24.09.2001, the offer made by the applicant herein, to continue the maintenance and usage of the Cricket Ground - A was considered by the Trust Board and the Trust Board decided to continue the permission for a period of three years on mutually agreed terms and conditions. The terms and conditions were also set out. The said terms and conditions prescribed that the applicant has to provide cricket kits for the cost of Rs.25,000/- to the college and free uniform for the college players worth Rs.25,000/- per year. It is also provided that free expert coaching should be made available for the Pachaiyappa's College Cricket Team. It was also agreed that good players from the college team will be absorbed into the cricket team of the applicant. The draft agreement was finalized and was entered into between the parties on 10.07.2002. The final agreement however, did not contain the Clause relating to provision of cricket kits or cricket uniform to the students of Pachaiyappa's College. It was made clear that the agreement was only a license for occupation and

use and shall not create any right of ownership or tenancy in favour of the applicant herein.

6. On the expiry of the lease agreement dated 10.07.2002, a request was made by the applicant to the Administrator General for renewal of the permission for a further period of three years from 01.07.2006 to 30.06.2009 subject to certain conditions. Following the said request, the Principal of Pachaiyappa's College had also submitted a report on 15.06.2009 recommending the continuance of the permission for a further period of three years. Pursuant to the same, an application was filed by the applicant in A.No.2665 of 2009 in this Court and the same was allowed by this Court permitting the Administrator General and Official Trustee to continue the permission for a further period of three years, subject to payment of a monthly license fee. The Director of Collegiate Education also by a proceedings dated 26.08.2009 permitted to use the Cricket Ground by the applicant. Consequent there to, a regular agreement, though titled as a lease agreement was entered into permitting such use and occupation of the Cricket Ground-A by the applicant herein. The said agreement was also renewed on 12.02.2013 for the period commencing from 01.09.2012 to 31.08.2013.

the applicant had written to the Secretary of the Pachaiyappa's Trust Board on 09.02.2015 requiring a renewal of the permission for a further period of three years from 01.01.2015 to 31.12.2017. This was followed by the negotiations and correspondence between the Trust Board and the applicant. Finally an agreement was entered into stipulating certain conditions. The said agreement was to be valid for a period of three years commencing from 01.01.2015. Though the agreement is titled as a lease agreement, a perusal of the contents of it would show that it is in essence of agreement for permission to use and maintain the Cricket Ground-A. The following are the important terms of the said agreement:-

i) The permission granted to the applicant namely, MRF Limited shall be without prejudice to the use of the ground by the Pachaiyappa's College Cricket Team.

ii) The applicant namely, MRF Limited had agreed to pay annual usage fee of Rs.10,00,000/- (Rupees Ten Lakhs only) with an increase of Rs.50,000/- (Rupees Fifty Thousand only) every year.

iii) The applicant shall provide necessary coaching to the members of the Pachaiyappa's College Cricket Team.

iv) The applicant had agreed to give free cricket kits and apparels of not more than Rs.25,000/- in value as recommended by the Principal and Physical Director every year to the Pachaiyappa's College Cricket Team.

It is not in dispute that the lease amounts agreed were paid by the applicant and the applicant had created facilities of international standards in the said cricket ground.

8. Since the permission had expired on 31.12.2017, the applicant had written to the Chairman of the Pachaiyappa's Trust Board on 04.01.2018 seeking extension of the permission granted. A draft agreement styled as lease agreement was also forwarded. In the meantime, the Interim Administrator had taken over administration of the Trust. The Interim Administrator by his letter dated 26.07.2018 had expressed his disinclination to continue the permission granted and required the Principal of the College to take over possession of the play ground immediately. The said letter also required the applicant to pay a sum of Rs.18,05,83,425/- per year as usage fee with effect from 01.01.2018 till the date on which possession is handed over.

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9. The applicant sent a reply letter dated 02.08.2018 pointing out that the applicant's venture is only to develop the game of cricket and it is not a commercial venture. It was also pointed out that the applicant had spent enormous amount of money and time for creating a facility with international standards, wherein expert

coaching is given to players, who have achieved a particular level in the game of cricket so as to enable them to improve their skills to enable them to scale further heights. The said letter also pointed out that the applicant has spent nearly Rs.50,00,000/-, in creation of the facility and maintenance of the ground has been done by the applicant with a great care spending huge amounts. The applicant had also requested the Administrator to not to look at the venture as a commercial venture and claim rent at commercial rates. The Administrator, however, expressed his disinclination to continue the permission and wrote to the applicant on 13.08.2018, requiring the applicant to handover the possession of Ground-A to the Principal of the College. The demand that usage charges at Rs.18,05,83,425/- was also reiterated.

10. It is at this juncture, the applicant has come forward with the present application seeking a direction to the Administrator to allow the use of the Ground-A as described in the schedule to the application on terms and conditions that may be imposed by this Court.

11. According to the applicant, though the original permission granted in the year 2000 was only for a period of 11 months, the same was continued by the Board of Trustees and by this Court in the year 2009 and again by

the Board of Trustees till 31.12.2017. There has been a constant increase in the usage fee payable by the applicant and the applicant has also been maintaining the ground with international standards at a great cost.

12. According to the applicant, it had spent nearly Rs.50,00,000/- in the year 2002 to develop the ground and it is being maintained at very high standards by spending very huge sums for its maintenance. It is also stated that four borewells have been dug at a cost of Rs.50,000/- each. A pavilion with toilets have been constructed spending Rs.8,00,000/-. Sprinklers have been installed at a cost of Rs.4,40,000/-. A Sight Screen has also been installed at a cost of Rs.5,50,000/- and a sum of Rs.9,40,000/- has been spent in renovating the same in the year 2018. The recurring expenditure incurred by the applicant on maintenance of the ground has been as follows:-

- 2013 - 2014 : Rs.15,25,560/-;
- 2014 - 2015 : Rs.20,56,880/-;
- 2015 - 2016 : Rs.23,69,535/-;
- 2016 - 2017 : Rs.26,38,501/-;
- 2017 - 2018 : Rs.28,35,830/-;

13. It is further alleged that the license was granted to use the cricket Ground-A without prejudice to the normal use of the cricket ground by the students of the college. The applicant would contend that it is using the ground

only for 100 days in a year and that too only for the purposes of coaching and playing matches. On other days, the college authorities are free to use the cricket ground, subject to the maintenance of its standards. It is further alleged that the college uses the cricket ground for inter college tournaments and matches, inter-departmental matches and inter-collegiate staff matches and also for sports day functions. It is also claimed that as per the agreement reached between Trustees and the applicant, the applicant was paying a sum of Rs.10,00,000/- per annum to the College as a license fee for the period from 01.01.2016 to 31.12.2016 and thereafter, the applicant has been paying a sum of Rs.10,50,000/- per annum from 01.01.2017 to 31.12.2017. The said payment has been made after deducting TDS. It is the further contention of the applicant that the facility, which has been created at a huge cost should be allowed to be used by the applicant on the terms and conditions that are existing or that are to be imposed by this Court.

14. According to the applicant, by not allowing the applicant to use the facility on payment of the charges to be fixed, it is not only the applicant, who will be made to suffer but the entire facility will go waste as neither the college nor the Trust Board has the wherewithal or the technique to maintain the facility. It is also the contention of the applicant that by allowing the applicant

to use the facility for a period of 100 days in a year, the Trust will be mostly benefited as the applicant had agreed to coach the college team also. (Though it is agreed by the counsel for the applicant that the college has not approached the applicant for coaching and the applicant has not been imparting to the coaching to the college team till date.)

15. This application is opposed by the Interim Administrator on several grounds. According to the Administrator, the applicant cannot claim a vested right to use the cricket ground. At best, the applicant can only be termed as a permissive occupant and once the period of permission had expired, the applicant is liable to vacate and stop using the premises. It is also claimed that the college ground measures about 6.5 acres of land and the current rent for 6.5 acres of land worked to Rs.18 crores per annum, i.e., about Rs.1.50 crores per month. The Administrator has also pointed out several other irregularities committed by the Trustees in allowing or alienating or leasing the land and buildings belonging to the Trust to various parties. Therefore, the Administrator would claim that these leases and permissions should not be continued. It is the further contention of the Administrator that the applicant had not adhered strictly to the lease conditions. The cricket team of the college

was not provided with coaching facilities, the students of the college were not allowed to use the cricket ground even on the days, when it is not being used by the applicant.

16. The Administrator would also refer to the complaint made by some of the students addressed to him on 11.07.2018, wherein the students have complained that they are not being allowed to use the cricket ground. The Administrator would further contend that the alienation of property of an educational institution is prohibited by Section 27 of the Tamilnadu Private Colleges Regulation Act. The Administrator would also point out that Rule 7(f) of the Tamilnadu Private Colleges Regulation Rules restricts the use of college grounds for any other purpose than education. Relying on Rule 7(f), the learned Administrator would contend that the use of the college ground by the applicant would be in violation of Rule 7(f) unless proper permission is granted by the Director of Collegiate Education. Therefore, the Administrator would contend that the continuance of occupation or use of the cricket ground by the applicant would not be beneficial to the Trust and the same would be opposed to the provisions of the Tamilnadu Private Colleges Regulation Act and the Rules.

17. I have heard Mr.G.Masilamani, learned Senior

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Counsel appearing for M/s.King & Partridge for the

applicant and Mr.T.R.Rajagopalan, learned Senior Counsel appearing for K.V.Sundarrajan for the Administrator.

18. Reiterating the contentions of the applicant, which have been narrated above Mr.G.Masilamani, learned senior counsel appearing for the applicant would submit that the Administrator cannot look at the whole issue as commercial venture. The purpose for which the applicant has been allowed to use the cricket ground is to provide specialized coaching for players, who have achieved a certain level in the game to improve themselves to achieve International standards. It is also stated that many of the Indian cricketers like Jawagal Srinath, Venkatesh Prasad, Lakshmipathy Balaji and others have had specialized coaching from the great fast bowlers like Kapil Dev Nikanj of India, Dennis Lillee and Glenn McGrath of Australia. It is also the contention of Mr.G.Masilamani that the MRF Pace Foundation, which is run by the applicant had trained Indian national players like Venkatesh Prasad, Zaheer Khan, Irfan Pathan, R.P.Singh, S.Sreesanth, Munaf Patel apart from international players like Chaminda Vaas, Nuwan Joysa, Lance Klusner, Makaya Ntini, Henry Olongo. Thus, both national and foreign players had benefited from the coaching conducted by the MRF Pace Foundation. Great fast bowlers in the recent past like Bret Lee, Michell Johnson, Hazzlewood have assisted the aspiring fast bowlers from India and developed them into players of International

standards at the MRF Pace Foundation, whose activities are carried on from Pachaiyappa's College Cricket Ground. While agreeing with the Administrator that the commercial value of the land in question is quite high, Mr.G.Masilamani, learned senior counsel would submit that the man who endowed the property for the purposes of the Trust namely, Pachaiyappa Mudaliyar never looked at its commercial value but he wanted the entire populous to be benefited by his Philanthropic act by endowing these properties in a Trust for the purposes of educating and for upliftment of the poor.

19. Therefore, according to Mr.G.Masilamani, the Administrator cannot look at the entire issue at a commercial angle and assume that the Trust is losing income. May be in cases, where the properties of the Trust had been put to commercial use like construction of Kalyana Mandabam or Commercial Complexes, the Administrator can decide to enhance the rent and demand rent at commercial rates. But not in the case on hand, since the object is to develop a sport facility of International standards and use it for the purpose of the applicant as well as that of the college. Therefore, according to Mr.G.Masilamani, protection of the facility with international standards that has been created over a period of time and usage of that facility must be the first priority of the Court as well as the Administrator while considering the issue on

hand. He would also submit that the applicant is agreeable to any condition, which would ensure that the students of the college particularly, cricket players of the college get the best use of the facility and are benefited by the facility that has been created in their college grounds. Photographs of the other Cricket Grounds in the College have also been furnished to show the difference between the facilities created by the applicant and the other facilities available in the College.

20. Contending contra, Mr.T.R.Rajagopalan, learned senior counsel appearing for the Interim Administrator would submit that the very idea of putting the college ground in occupation of a third party, like the applicant is opposed to be provisions of Tamilnadu Private Colleges Regulation Act. He would submit that the arrangement would be in breach of the provisions of Section 27 of the Tamilnadu Private Colleges Regulation Act as well as Rule 7 (f) framed under.

21. On the merits, Mr.T.R.Rajagopalan, learned Senior Counsel appearing for the Interim Administrator would contend that the commercial value of the land should be taken into account in fixing the usage fee and therefore the demand made by the Administrator in his letter dated 13.08.2018 seeking damages to the tune of 18,05,83,425/- per annum is perfectly justified.

22. Mr.T.R.Rajagopalan, learned Senior Counsel appearing for the Administrator would also contend that the terms and conditions of the permission granted were not properly implemented. The cricket team of the college was not coached, even the best players of the college were not being taken into MRF cricket team. Mr.T.R.Rajagopalan, learned senior counsel would further contend that the property of the Trust cannot be handed over to somebody at the instance of the Trustees without there being a public auction and or a tender process.

23. Mr.T.R.Rajagopalan would also strenuously oppose the contentions of the applicant to the effect that the applicant is using the Cricket Ground-A only for a period of 100 days in a year and during the remaining period it is being used by the college authorities. He would point out the Clause in the agreement dated 08.01.2016 which provides that the members of the Pachaiyappa's College Cricket Team can use the ground with prior written approval of the lessee. Therefore, according to Mr.T.R.Rajagopalan, this arrangement has created a monopoly in favour of the applicant and the students of the college are left at the mercy of the applicant to use the cricket ground. On the above contentions, Mr.T.R.Rajagopalan would seek dismissal of the applications.

24. I have considered the rival submissions. First, I wish to dispose of the objections of the Administrator, which is based on the provisions of the Tamilnadu Private Colleges Regulation Act. The main objection projected by the Hon'ble Administrator is that the Section 27 of the Tamilnadu Private Colleges Regulation Act, 1976 places restrictions on alienation of property of private colleges. Section. 27 of the Tamilnadu Private Colleges Regulation Act reads as follows:-

"27. Restriction on alienation of property of the Private College (1) Notwithstanding anything contained in any other law for a time being in force or in any deal, document or instrument having effect by virtue of such other law.

(a) No property of the private college shall, except with the previous permission in writing of the competent authority, be transferred by way of sale, exchange, mortgage, charge, pledge, lease, gift or in any other manner whatsoever: and

(b) If any such properties transferred without any permission the transfer shall be null and void."

25. A reading of the said provision would clearly show that, what is prohibited is sale, exchange, mortgage, charge, pledge, lease, gift of the property belonging to a Private College. Though the documents that have been

executed by the parties earlier are styled as lease agreements, a perusal of the contents of the documents would show that it is only license to use and to maintain the ground that has been granted to the applicant. There is no transfer of possession of property involved, so that the transaction can be called a lease or an alienation of the property. The entire transaction can only be called as a permission for use of the cricket ground for a particular period on payment of a fee. Thus, in my considered opinion, transaction cannot and will not amount to alienation of the property of a private college in terms of Section 27 of the Act. I am therefore of the opinion that the objection of the Administrator on the ground that the transaction will be in violation of Section 27 is to be over ruled and the same is accordingly over ruled. The other ground is based on as regards Rule 7(f) of the Tamilnadu Private Colleges Regulation rules. Rule 7(f) reads as follows:-

"The premises of the college or subsidiary building appertaining to it or a playground or a vacant site belonging to the college whether adjacent to or remote from it shall, ordinarily, be used for the purposes of conducting the college or for functions conducted by such college or for authorised examinations or for other purposes specifically permitted by the Director." In fact,

the Director of Collegiate Education by his proceedings dated 26.08.2009 issued, pursuant to the orders of this Court in A.No.2665 of 2009 had permitted the usage of the cricket ground by the applicant. Of course, it is contended by Mr.T.R.Rajagopalan that the permission sought for was only for a period of three years and the same had expired by 2012. Rule 7 (f) is only an enabling provision. It enables the play ground or any facility or property of the college to be used for other purpose with the permission of the Director. Rule 7(f) does not impose a total bar or a blanket ban on user of the property or facility of an educational institution for other purposes. Therefore, I do not think that Rule 7(f) could be invoked to contend that the Court cannot authorize or permit user of a facility of any educational institutions for other purposes, more so, when the facility is a sporting facility of International standards, which can be used by players of international standards who are representing the nation.

26. The second objection of the learned Administrator is that the property of the college cannot be used for a commercial purpose. The learned Administrator has cited various instances of the properties of the Trust as well as the colleges having been put to commercial use at very low rents. I have considered the said submission of the learned Administrator with all earnestness and I am unable to

pursuade myself to agree with the learned Administrator that all the activities done in an educational institutions should be treated as commercial venture. No doubt true, the applicant will be benefited by conducting a coaching camp, though the applicant is not collecting any specific charges for conduct of the coaching camp. Mr.G.Masilamani, learned counsel have made it very clear that the coaching conducted by the applicant is meant for fine tuning the skills of players, who have achieved certain level in the game. It is not a fundamental coaching, where a person is taught as to how to hold the cricket bat or how to bowl. The targets are already established players, whose techniques are fine tuned by players of International class and reputation so that these players can get the same standards as Dennis Lillee or McGrath or Bret Lee. This kind of specialized coaching has become mandatory, considering the stiff competition and the high level of fitness required for a sports person who is representing the country in International events. The value of such expert coaching cannot be monetised. No doubt true, that the applicant is not doing this as a charity, it is a manufacturer of sports goods particularly, cricket bats and other cricket utilities. The fact that the applicant is providing such a facility serves as a great advertisement in marketing its products. It cannot be denied that the applicant gets a certain financial advantage, out of this

entire conduct of coaching in the cricket ground of Pachaiyappa's College. The benefits arising out of such facility being made available to players of International standards and the benefits that are offered to the local players who watch these players of International standards being coached should also be taken into account and it is a moment of pride that such a facility is made available in the city, in a ground of the Pachaiyappa's College, which is one of the oldest institutions in the city established by a person with great vision for providing education for the under privileged people of the society. The very fact that such an event is taking place in Pachaiyappa's College should be taken as a moment of great pride for the institution as well its students. Therefore, I am unable to agree with Mr.T.R.Rajagopalan and as well as the Interim Administrator that the entire activity must be looked at a commercial angle and the applicant should pay a rent equivalent to about Rs.1,50,00,000/- per month for usage of the facility.

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27. The third contention of Mr.T.R.Rajagopalan is that the students of the college are not benefited by the entire process. Though the agreements entered into between the parties provided that the cricket team of the Pachaiyappa's College must be given coaching and kits and apparels of Rs.25,000/- in value as recommended by the Principal and

Director should be provided every year the same have not been complied with. Therefore, there is no advantage to the students of the college by this entire process. Mr.G.Masilamani, learned Senior Counsel appearing for the applicant would fairly concede that the applicant has not been involved in any coaching of the cricket team of the college. He would submit that the cricket kits and apparels have been supplied as required by the lease agreement. He would also submit that the applicant is willing to comply with any direction with regard to coaching of the cricket team of the Pachaiyappa's College.

28. Mr.T.R.Rajagopalan, learned Senior Counsel would submit that the condition No. 3 of the lease agreement dated 08.01.2016 which requires the prior written permission to be taken from the applicant for the use for the cricket ground 'A' by the members of the cricket team of the college puts the members of the Cricket team of the college at the mercy of the applicant.

29. Mr.G.Masilamani, in reply to the said contention of Mr.T.R.Rajagopalan would submit that though such clause is there, it was never implemented. The Physical Director of the College has access to the ground and he can use it.

The prior notice was required only for the purposes of making the ground ready for the game of cricket. Being a

facility of International standards the grass had to be cut and the pitch will have been rolled properly to enable the players either to practice or play a cricket match on the ground. It is only for the purposes of carrying out those maintenance work and to make the ground ready, intimation was required to be given and a prior written approval was never insisted by the applicant.

30. Mr.T.R.Rajagopalan would also draw my attention to the representation made by some of the students on 11.07.2018, complaining that the Ground-A has not been allowed to be used by the students of the college. The said complaint, as rightly pointed out by Mr.G.Masilamani, has emanated from a particular group of students in the college. A perusal of the complaint shows that out of 87 students, who have signed in the said complaint, at least 62 belong to the Mathematics Department. This apprehension of the Administrator can be addressed by making a workable arrangement between the parties to ensure smooth functioning of the coaching facility as well as the ground being made available for the players of the college team to whenever they require it.

31. As pointed out by Mr.G.Masilamani, learned Senior Counsel appearing for the applicant, the custody of the ground is in the hands of the Physical Director of the

College. The facility being a facility with International standards, cannot be allowed to wither away due to non-maintenance. The facility should at least be continued and maintained. I am sure neither the Administrator nor the Trust Board has the wherewithal or the technology to maintain the facility as it is being maintained by the applicant.

32. I am of the considered opinion that the Court while considering an issue of this nature, cannot act like businessman by looking at the commercial angle only, unfortunately, that is what he has expected of the Court by Mr.T.R.Rajagopalan, learned Senior Counsel for the Administrator. I wish to make it clear that I do not propose to look at it as a commercial venture. What is being done is to create a sport facility of International standards and use it for the benefit of the International players and players who have achieved a certain level in the game of cricket to fine-tune/hone their skills. Of course, the students of the college should not be deprived of the use of such facility.

33. While Mr.T.R.Rajagopalan would stress on the usage of the cricket ground by all 4000 students of the college, Mr.G.Masilamani, learned senior counsel appearing for the applicant would submit that it is a facility of very high

standards and it can be used only by those who are trained in the game of cricket and not by everybody. I am inclined to accept the contention of Mr.G.Masilamani in this regard, since there are two other ordinary cricket grounds available in the very same college for the use of others. At best it can be used by the members of the approved cricket team of the college and they should be allowed to play in this cricket field and the applicant must also give coaching to the members of the cricket team of the college. This, in my view would be a reasonable demand that can be made by the college authorities, being the owners of the cricket ground.

34. As rightly pointed out by Mr.T.R.Rajagopalan, learned Senior counsel for the Administrator that the amount of Rs.25,000/- that has been fixed for provision of kits and apparels to the college cricket team is too low and the same requires a revision. Mr.G.Masilamani, learned Senior Counsel for the applicant would have no objection for fixation of a reasonable amount for provision of kits and apparels to the cricket team of the college.

35. Considering the submissions made by the counsels on either side, I conclude that it will be in the interest of the institution, the students and the applicant that the

facility that is in existence is permitted to be used by the applicant for a period of three years commencing from 01.01.2018 subject to following conditions:-

i) The applicant shall pay a sum of Rs.2,00,000/- per month as license fee to the college. The same shall be paid annually on or before 31st of January every year. The amount payable for the period from 01.01.2018 to 31.12.2018 and 01.01.2019 to 31.12.2019 i.e., Rs.48,00,000/- shall be paid within a period of 30 days from today.

ii) The custody of the cricket ground 'A' shall be with the Physical Director of the College. It is made clear that the cricket ground 'A' can be used by the cricket team of the college for practice as well as for playing matches. The practice that is being in force hitherto shall be followed in enabling the applicant in making the ground ready for playing matches.

iii) The college will be free to conduct tournaments like inter-collegiate matches or inter-departmental matches or matches between the staff of the college etc., as has been the practice hitherto in the cricket ground-A.

iv) It is made clear that only members of the cricket team of the college will be allowed to make use of the cricket Ground-A for the purpose of practice.

v) The cricket ground 'A' can be used for conducting

intramural matches between various houses in the college to decide the college champion.

vi) The applicant shall conduct coaching camps for the cricket team of the college for at least seven days in a month preferably on Saturdays and Sundays so that the cricket team of the college is also benefited by the facility that has been created in the college.

vii) The applicant shall provide two sets of cricket kits of good quality produced or marketed by it including necessary bats and gloves, pads etc., and four sets of cricket uniform irrespective of its value to all the members of the college cricket team.

viii) The Principal of the College shall ensure that the other conditions in the document namely, lease deed entered into between the parties on 08.01.2016 shall prevail.

36. The Principal of the college is required to communicate this order to the Director of Collegiate Education and seek his approval as provided under Rule 7(f) of the Tamilnadu Private Colleges Regulation Act.

37. A.No.6560 of 2018 is allowed with the above conditions. O.A.No.805 of 2018 is disposed of, in view of the orders passed in A.No.6560 of 2018.

Sd/-R.S.M.J

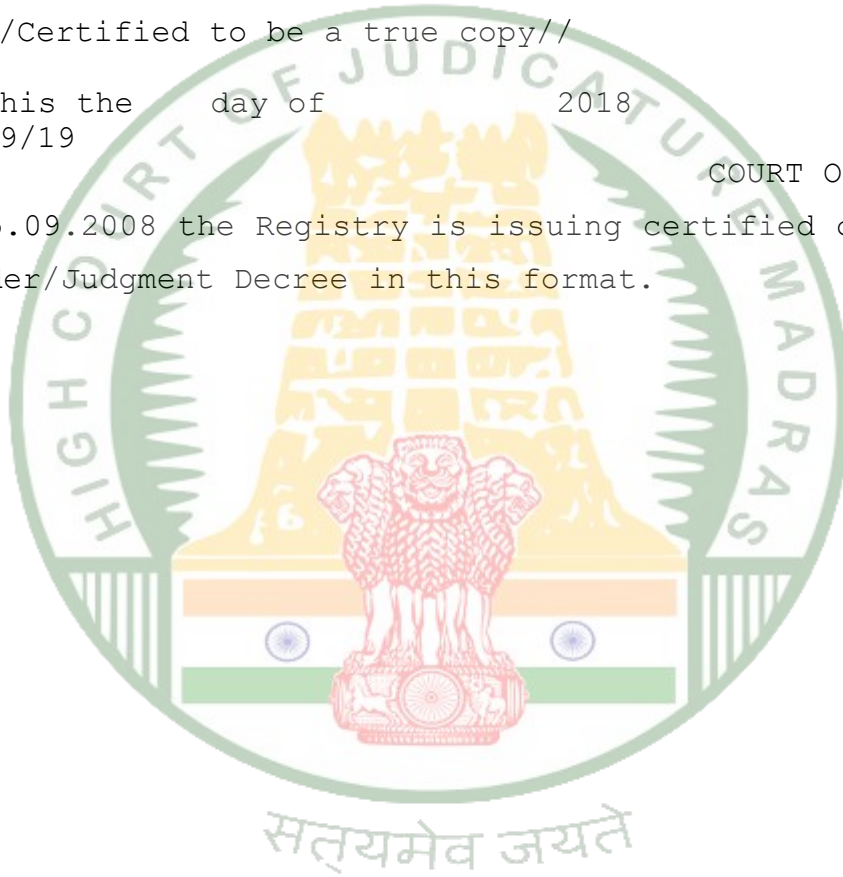
01.08.2019

//Certified to be a true copy//

Dated this the day of 2018
JJ 19/09/19

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From 25.09.2008 the Registry is issuing certified copies of the Order/Judgment Decree in this format.



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