IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated: 16.10.2019

Coram::

The Honourable Dr.Justice G.Jayachandran

W.P.No.25911 of 2019
& W.M.P.Nos.25368, 25369 & 25372 of 2019

1. Inter-Mission Industrial Development Association,
Rep. by its Secretary,
No.2, 6th Cross Street,
Collectorate Colony,
Aminjikarai, Chennai - 600 029.

2. IID Industrial School,
Rep. by its Principal,
No.38, Bharathi Nagar Main Road,
Pallavaram, Chennai - 600 043. ... Petitioners

/versus/

1. The Commissioner,
Department of Employment and Training,
Guindy, Chennai - 600 032.

2. The Joint Director CT,
Department of Employment & Training,
Thiru.Vi.Ka Industrial Estate,
Alandur Road,
Guindy, Chennai - 600 032.

3. The Regional Joint Director of Training,
Department of Employment and Training,
Gound Floor, Alandur Road,
Guindy, Chennai - 600 032.

4. Madras Pentecostal Assembly Mission,
Rep. by Mr.Stanly Vasu,
No.14, Thandavarayan Street, Royapettah,
Chennai - 14. ... Respondents

R4 impleaded as per order on this court dated 20.09.2019 in W.M.P.No.27623 of 2019 in W.P.No.25911 of 2019

Prayer: Writ Petition is filed under Article 226 of the Constitution of India, praying to issue Writ of Certiorarified Mandamus, to call for the records relates to the impugned order in Na.Ka.No.22409/IS5/2019 passed by the 1st respondent dated

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28.06.2019 and quash the same and consequently direct the 1st respondent to grant recognition to run the 2nd petitioner Industrial Training school for the year 2019-2020.

For Petitioner : Mr.Ravi Kumar paul, Senior Counsel,
for M/s.Paul and Paul

For R1 to R3 : Mr.N.Inbanathan,
Additional Government Pleader

For R4 : Mr.N.D.Bahety,

O R D E R

Heard the Learned Counsel for the Petitioner and the Learned Counsel for the Respondents.

2. The petitioner Institute is functioning in the land owned by Madras Pentecostal Assembly Mission Trust. They had entered upon the lease with the trust on 12.02.1975, for a period of 30 years, which is renewable for further period of 30 years. The said lease expired on 11.02.2005. However, due to some internal dispute between the Board Members of the Trust, there was no renewal of lease. However, the petitioner Institute continue to function in the premises. When the petitioner Institute sought for renewal of recognition, the respondents have demanded production of lease agreement, which the petitioner Institute is unable to produce, due to reasons stated above.

3. When the case is came up for admission, this Court thought fit that, the trust who is the owner of the land has to be impleaded. Accordingly, the application was taken out to implead the Trust as 4th respondent and same was allowed.

4. In the counter filed by the respondents 1 to 3, it is reiterated that the petitioner Institute while applying for renewal of recognition for the year 2018-2019, it was found that the lease agreement for the building was expired as early as February - 2005 and it was brought to the notice of the petitioners that, the renewal of recognition cannot be granted in the light of expiry of lease agreement of the building. Representation was given by the petitioner, on 21.07.2018 stating that, in view of the dispute between the Trustee members regarding the ownership of the land, lease agreement could not be renewed. Taking into consideration, the said representation, temporary recognition for the year 2018-2019 was issued in favour of the petitioner Institute to impart ITI-Carpentry and Wood Working Unit - One year, Welding Technician - One year. On expiry of temporary recognition, the petitioners have again

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applied for renewal of recognition without lease deed. For renewal of recognition, the petitioner Institute has to furnish the following documents.

a. Joint Deposit amount of Rs.50,000/- in the name of the correspondent and the Commissioner of Employment and Training.

b. Xerox Copy of the property document if it is the own property or otherwise has to produce the rental/lease agreement.

c. Building stability certificate received from the Panel Engineer.

d. Public Building License received from the Revenue Department.

e. Sanitary Certificate received from the Sanitary Inspector.

f. No objection certificate received from the Fire & Rescue Department.

Without above mandatory certificates, it is not possible to renew the recognition.

5. The 4th respondent Trust represented by its President Dr.Stanly Vasu, has filed counter stating that, the petitioner Institute was let in to the premises for a nominal rent of Rs.150/- per month for nearly 35 acres of land, taking into consideration, the Charitable Trust rendered by the petitioner Institute. However, the Petitioner Institute, after 12.05.2005, for nearly 15 years, has not paid any rent and squatting over the property freely. It is not the dispute between the Trustee for which the renewal of lease to the petitioner was denied. It was the chronic defaulter for more than 15 years, lease was not renewal. When the trust was about to take action for evicting the petitioner Institute, the present Writ Petition has been filed.

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6. Further, it is stated in the counter affidavit of the 4th respondent that, taking note of the fact that the Institute was supporting and sponsoring orphan children and imparting free training to them for the past 15 years, action was not taken against the Institute for eviction.

7. Considering the averments made in the affidavit of the petitioners as well as the counter affidavit, it is obvious as on date, the petitioner Institute is a tenant holding over. It is clear from the counter affidavit filed by the 4th respondent and also admitted by the petitioners that for the past 15 years, even the nominal rent agreed was not been paid by the petitioner. Despite default in payment of rent till date, the landlord has not taken any steps to evict the petitioner herein.

8. In view of the said facts, for the sake of continuity of training program conducted by the petitioner Institute, it is just and reasonable to direct the respondents 1 to 3, to consider the application of the petitioner for grant of renewable of temporary recognition for a period of one year, without insisting the lease agreement from the landlord provided, the petitioner Institute complies all other requirements as stated above and produce receipt for deposit of Rs.2,00,000/- (Rupees Two Lakhs) in the account of the 4th respondent (Landlord).

9. In so far as the landlord is concerned, its interest will be protected if the petitioner deposit a sum of Rs.2,00,000/- in the account of the 4th respondents, within a period of eight weeks, from the date of receipt of a copy of this order.

10. Accordingly, the Writ Petition is disposed of. No costs. Consequently, connected Miscellaneous Petitions are closed.

Sd/-

Assistant Registrar

//True Copy//

Sub Assistant Registrar

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Copy to,

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   Department of Employment and Training,
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   Department of Employment and Training,
   Gound Floor, Alandur Road,
   Guindy, Chennai - 600 032.

+1cc to M/s.Paul and Paul, Advocate SR.87071
+1cc to the Government Pleader SR.86900

W.P.No.25911 of 2019

SV(CO)
CB(18/11/2019)

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