

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 30.09.2019

CORAM

THE HONOURABLE DR.JUSTICE G.JAYACHANDRAN

W.P.Nos.27230 & 27233 of 2019
and W.M.P.Nos.26632, 26634, 26635, 26640, 26641 & 26643 of 2019

R.Sekar .. Petitioner in W.P.No.27230/2019

R.Nagarajan .. Petitioner in W.P.No.27233/2019

/versus/

1.The District Collector,
Salem.

2.The Executive Officer,
Veeraganur Town Panchayat,
Veeraganur (P.O),
Gangavalli Taluk,
Salem District-636 116.

.. Respondents in both W.Ps

COMMON PRAYER: Writ Petitions are filed under Article 226 of the Constitution of India, praying for the issue of Writ of Certiorarified Mandamus, calling for the records pertaining to the order passed by the 2nd respondent in his notice No.Na.Ka.No.33/2018 dated 27.08.2019 and quash the same and direct the 2nd respondent to remove the seal and permit the petitioners to take delivery of the goods and articles in the Shop No.3 and Shop No.1 respectively of Veeraganur Bus Stand, Veeraganur (P.O), Gangavalli Taluk, Salem District.

For Petitioners in both WPs : Mr.C.Selvarajan, Sr.c

For Respondents in both WPs : Mr.N.Inbanathan, AGP for R1
Mr.M.Jothikumar, AGP for R2

COMMON ORDER

The petitioners herein were a successful bidders in the public auction held on 21.01.2013 for the shops owned by the 2nd respondent. Since the business was not profitable, the petitioners have given a representation on 20.11.2018 to terminate the lease, adjust the caution deposit paid by them towards arrears of rent and to take possession, but instead of

settling the account and taking the possession, the 2nd respondent has locked the premises for the rental arrears and also issued impugned order dated 27.08.2019 to pay a sum of Rs.2,00,375/- which is rental arrears and further sum of Rs.2,02,875/- as the lease amount for the future.

2. From the statement produced by the respondent, this Court finds that the petitioner had paid the entire rent upto 2018. The demand of a sum of Rs.4,03,250/- is towards the rent for the year 2018-2019 and 2019-2020. Whereas, the categorical case of the petitioners is that, they have made the representation to the 2nd respondent as early as 20.11.2018 to cancel the lease agreement. While so, when the petitioners are not interested in continuing the lease and ready to hand over the possession seeking rent for the future period may not be legally sustainable. In any event, as of now, the petitioners are aggrieved by the seal put on the premises where the petitioners goods are kept and further admittedly Rs.75,000/- caution deposit of the petitioners has already been with the 2nd respondent.

3. In such circumstances, the 2nd respondent shall unseal the petitioners premises, allow the petitioners to take whatever the goods and materials kept inside the premises, take possession of the premises and proceed with auction of the premises calling for tender from public. As far as any rental arrears, the same shall be adjusted with the caution deposit paid by the petitioners and balance has to be recovered in accordance with law.

4. With the above observations, these writ petitions are disposed of. Consequently, the connected miscellaneous petitions are closed. No costs.

rpl

Sd/-

Assistant Registrar

//True Copy//

Sub Assistant Registrar

To

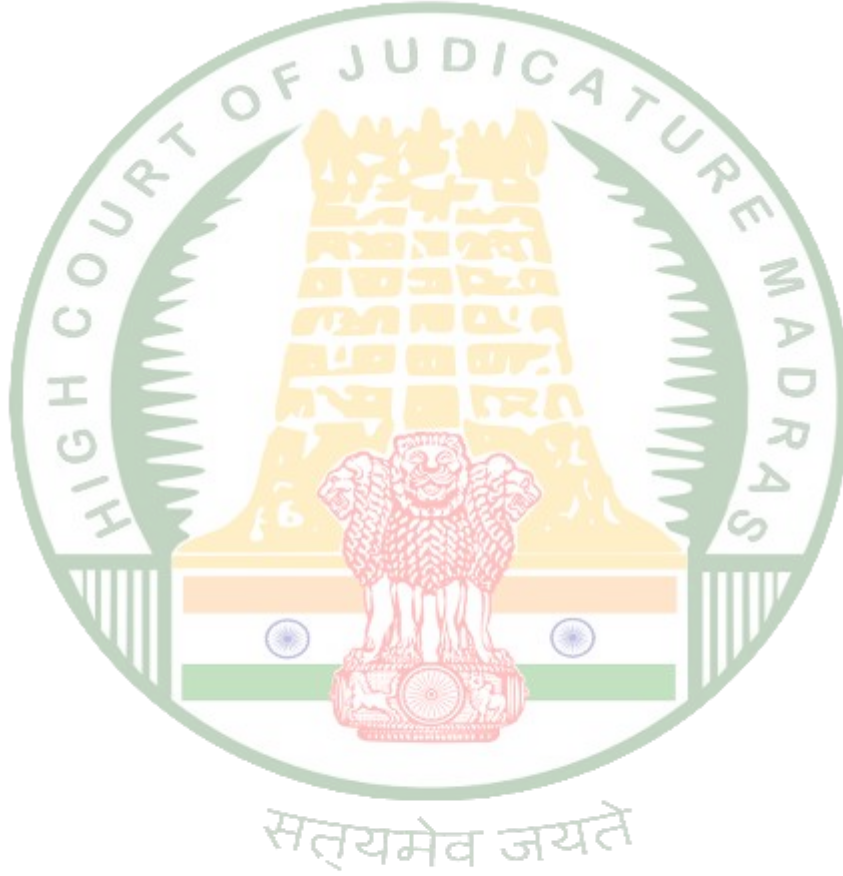
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Veeraganur (P.O),
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Salem District-636 116.

+2cc to M/s.C.S.Associates Advocate, SR.No.83449 & 83450
+1cc to the Govt.Pleader, Vide Sr.No.84011

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Kak(01.10.2019)



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