



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 26.11.2019

CORAM:

THE HONOURABLE MR.JUSTICE M.SUNDAR

W.P (MD)No.5946 of 2011

and

M.P (MD)No.2 of 2011

WEB COPY

1.P.Ganesh Prabhu
2.P.Krishnaveni
3.R.Sivakumar
4.K.Chandran
5.P.Sethuraman
6.P.Palanivel
7.S.Bhaskar
8.P.Kamala
9.R.Kanmani
10.A.N.Ramarajan @ Vellayan

... Petitioners

Vs.

1.The Commissioner,
Agricultural Marketing Department,
Thiru.Vi.Ka.Industrial Shed,
Guindy, Chennai - 600 032.

2.The District Collector,
Madurai.

3.The Secretary,
Madurai Marketing Committee,
No.145-A, Anna Nagar,
Madurai.

... Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Certiorari, to call for the records of the third respondent dated 24.05.2011 in Na.Ka.No.Aa2/1710/2008 and quash the same.

For Petitioners : Mr.J.Anand Kumar

For RR 1 & 2 : Mr.K.Mu.Muthu,
Additional Government Pleader.

For R - 3 : Mr.Aayiram K.Selvakumar,
Additional Government Pleader.

ORDER

Mr.J.Anand Kumar, learned counsel on record for writ petitioners, Mr.K.Mu.Muthu, learned Additional Government Pleader on behalf of respondents 1, 2 and Mr.Aayiram K.Selvakumar, learned Additional Government Pleader (instructed by third respondent, who



is present in Court to assist learned State Counsel) for third respondent are before this Court.

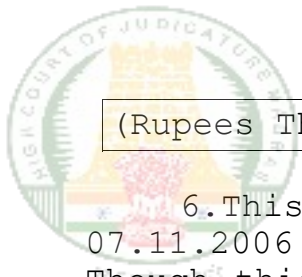
2. With consent of all aforesaid learned counsel, main writ petition is taken up, heard out and is being disposed of by a consent order.

3. Writ petitioners have filed a memo dated 26.11.2019. Though there is mention about fair rent as well as rental agreement on the basis of fair rent in the memo, it is made clear that consensus now arrived at for the purposes of disposal of this Writ Petition is with regard to quantum of enhancement of monthly rentals and payment of arrears for the period from 2007, but reduced to the period between 2011 and 2019. To be precise for the period from 01.05.2011 to 30.10.2019. The logic behind this period is impugned orders are dated 24.05.2011 and Writ Petition is now being disposed of in November of 2019.

4. Before proceeding further, it is to be noted that there are 10 writ petitioners in this Writ Petition. However, this Court is informed that one of 10 writ petitioners namely writ petitioner No.9 / Ms.R.Kanmani is not in possession, as her lease was terminated vide proceedings made on 20.07.2011 and possession of the demised shop has been taken by third respondent in accordance with law. Therefore instant order will govern 'writ petitioners 1 to 8 and 10' (hereinafter referred to as 'said writ petitioners' for brevity) as well as three respondents.

5. Said writ petitioners by consent have agreed to pay rent for the aforesaid period from 01.05.2011 to 30.10.2019 at the following rate:

Rent payable by each of said writ petitioners for their respective shops from 01.05.2011 to 31.10.2019			
1.	01.05.2011 to 30.04.2014 (3 years)	36 X 2939	Rs.1,05,804/-
2.	01.05.2014 to 30.04.2017 (3 years)	36 X 3380	Rs.1,21,680/-
3.	01.05.2017 to 30.10.2019 (2 and half years)	30 X 3887	Rs.1,16,610/-
https://hcservices.ecourts.gov.in/hcservices/		Total	Rs.3,44,094/-



(Rupees Three Lakhs, Forty four thousand and ninety four only)

6.This Court is informed that original allotment was on 07.11.2006 vide proceedings bearing Reference No.Aa2/1792/1993. Though this proceedings refers to terms such as 'முற்றிலும் தற்காலிகமாக வாடகை ஒப்பந்த அடிப்படை' as well as 'வாடகை' , from the submissions made at the bar about the topography, it is clear that it is a case of licence. The reason is ingress and egress to the market where demised areas are situate is admittedly controlled by third respondent. Furthermore, there cannot be a lease for a period exceeding one year by way of an unregistered document. To be noted, this 07.11.2006 order also uses the term 'ஒதுக்கப்பட்டு' ie. 'ஒதுக்கீடு', buttressing the position that this is clearly a case of licence.

7.Be that as it may, said writ petitioners undertake to pay entire arrears at the aforesaid quantum on or before 31.12.2019. Respondents agree to receive the arrears at the aforesaid quantum. In the event of failure to pay arrears in the aforesaid manner either in full or in part on or before 31.12.2019 by any / some / all / of the writ petitioners, third respondent will be at liberty to exercise their right of re-entry qua the shop/s / demised area concerned without reference to this Court in accordance with law, as this is a case of licence.

8.Though obvious, it is made clear that in all other respects, the parties will be governed by the original terms and covenants of allotment dated 07.11.2006 bearing Reference No.Aa2/1792/1993 treating the allotment as one of licence qua demised areas / demised shops.

9.Instant Writ Petition is disposed of on above terms. No costs. Consequently, connected Miscellaneous Petition is closed.

Sd/-

Assistant Registrar (CS II)

// True Copy //

Sub Assistant Registrar(CS)

ps

To

1.The Commissioner,
Agricultural Marketing Department,
Thiru.Vi.Ka.Industrial Shed,
Guindy, Chennai - 600 032.



2.The District Collector,
Madurai.

3.The Secretary,
Madurai Marketing Committee,
No.145-A, Anna Nagar,
Madurai.

+1 CC to M/s.J. ANANDKUMAR, Advocate (SR-101439[F] dated 26/11/2019)

+1 CC to M/s.SPL GP (SR-101987[F] dated 27/11/2019)

W.P (MD) No.5946 of 2011
26.11.2019

KK/SAR/06.12.2019/4P-6C/