



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 01.03.2019

CORAM:

WEB COPY

THE HONOURABLE MR.JUSTICE G.R.SWAMINATHAN

W.P. (MD)Nos.14013 and 12879 of 2018

and

W.M.P. (MD)Nos.11775, 11776 and 12710 of 2018

G.M.Swamy

... Petitioner in both W.Ps.

Vs.

1.The District Collector,
Ramanathapuram District,
Ramanathapuram.

2.The Assistant Director,
Panchayat Board Regional Office,
Sivagangai.

3.The Executive Officer,
Kamuthi Panchayat Board,
Kamuthi,
Ramanathapuram District.

... Respondents in both W.Ps.

Prayer in W.P. (MD)No.14013 of 2018: Petition filed under Article 226 of the Constitution of India praying to issue a Writ of Certiorari, to call for the records relating to the impugned auction notice Na.ka.No.96-1/2018, dated 10.05.2018 passed by the third respondent in respect of the petitioner's shops Nos.1 and 2 in Kamuthi weekly Market and quash the same as illegal.

Prayer in W.P. (MD)No.12879 of 2018: Petition filed under Article 226 of the Constitution of India praying to issue a Writ of Certiorarified Mandamus, to call for the records relating to the impugned notice Na.ka.No.96/2018-1, dated 04.06.2018 passed by the third respondent in respect of my shops Nos.1 and 2 in Kamuthi Daily Market and quash the same as illegal and for consequential direction directing the third respondent to grant extension of time as it was assured in his certificate dated 04.04.2001.

For Petitioner
(in both W.Ps.)

:Mr.V.Rajiv Rufus

For Respondents
(in both W.Ps.)

:Mr.M.Rajarajan

Government Advocate



COMMON ORDER

Heard the learned counsel on either side.

2.The petitioner is an Ex-army Personnel. He was allotted two shops namely Shop No.1 and Shop No.2 in Kamuthi Weekly Market. The writ petitioner was promised by the third respondent that he can perpetually enjoy the lease in question. In fact, the writ petition is anchored on the said assurance. But it is not open to the third respondent to have given such assurance to the writ petitioner. The writ petitioner is presently paying a sum of Rs.740/- per month as lease rent per shop. The shops in question fetched a sum of Rs.2,600/- and Rs.2,500/- respectively.

3.The learned counsel appearing for the writ petitioner agreed that from the month of March onwards, he would be willing to pay the enhanced rent. He further undertook that he would bear the interest liability that would be incurred by the third respondent for returning the security deposit. The petitioner also shall pay a sum of Rs.2,00,000/- each per shop. In other words, the petitioner is matching the highest offer that was made in the impugned auction. Since the revenue interests of the third respondent have been fully remitted, the petitioner can be permitted to continue as a lessee in respect of the petition mentioned shops. The arrangement will continue for the next three years.

4.These writ petitions are disposed of accordingly. The writ petitioner shall pay the security deposit of Rs.4,00,000/- covering both the shops as well as the interest amount within a period of two weeks from the date of receipt of a copy of this order. If the petitioner failed to do so, the order now passed will stand recalled. No costs. Consequently, connected miscellaneous petitions are closed.

Sd/-

Assistant Registrar (CO)

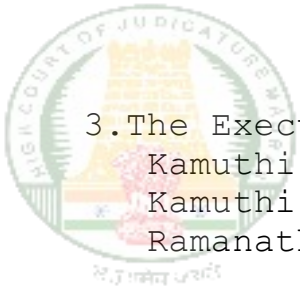
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Sub Assistant Registrar (CS)

To

1.The District Collector,
Ramanathapuram District,
Ramanathapuram.

2.The Assistant Director,
Panchayat Board Regional Office,



3.The Executive Officer,
Kamuthi Panchayat Board,
Kamuthi,
Ramanathapuram District.

+1 cc to Mr.V.Rajiv Rufus , Advocate SR.No.51103

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W.P. (MD) Nos.14013 and 12879 of 2018
and
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