





this Court.

For Petitioner : Mr.I.Pinaigash  
For R1 and R2 : Mr.J.Padmavathi Devi  
Special Government Pleader  
For R3 : Mr.R.Govindaraj

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**COMMON ORDER**

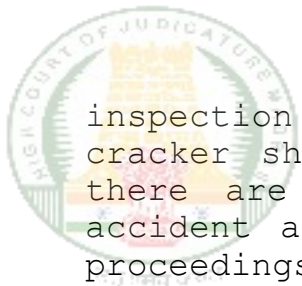
The writ petition in W.P.(MD).No.3576 of 2018 has been filed by the petitioner seeking to quash the impugned order, dated 02.02.2018 passed by the first respondent vide Proceedings in Na.Ka.No.C4/41921/2017 and consequently, to direct the first respondent to renew the licence and to continue the petitioner's crackers business in the shop bearing Door No.1-1-103A as a tenant in the building belonging to Peraiyur Maravar Podhu Uravinmurai.

2.Heard Mr.I.Pinaigesh, learned counsel appearing for the petitioner, Mrs.J.Padmavathi Devi, learned Special Government Pleader appearing for the first and the second respondents and Mr.R.Govindaraj, learned counsel appearing for the third respondent.

3.The petitioner has obtained licence to run the cracker shop in the year 2013, bearing Licence No.14/2013 dated 29.10.2013. The said licence has been periodically renewed and the last renewal was made from 25.02.2016 to 31.03.2018.

4.From the records produced by the respondents, it is seen that on the basis of the complaint given by the office bearers of the Sangam / landlords, an enquiry was conducted by the Tashildar. In that enquiry, the landlord and the petitioner have participated and the Tahsildar has submitted a report stating that the shop is located in the main place of the city, where people movements is very high and the said report was kept in cold storage. In the mean time, one Karuppiah, who was then temporary Administrator of Peraiyur Maravar Podhu Uravinmurai, has insisted the petitioner to vacate the premises and hence, he filed a suit in O.S.No.110 of 2016 before the District Munsif cum Judicial Magistrate, Peraiyur, against the landlord for injunction and the same is pending.

5.During the pendency of the suit, the said Karuppiah on behalf of the Sangam / Landlord has filed a writ petition before this Court in W.P.(MD).No.1354 of 2017 against the petitioner as well as the official respondents herein for a direction directing them to take action to cancel the licence issued to the petitioner herein. In the said writ petition, the petitioner herein has filed a counter affidavit. It appears that a direction was issued to the official respondents, pursuant to which, inspection was directed by the Revenue Officer and the Tahsildar conducted the



inspection and measured the shop and submitted a report that the the cracker shop is situated in a busy area and infront of the shop there are lot of electrical wires drawn, which may cause fire accident and hence, the licence can be cancelled. Considering the proceedings dated 02.02.2018, the licence came to be cancelled.

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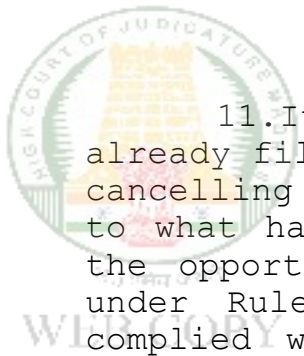
6.The learned counsel appearing for the petitioner would vehemently contend that as per Rule 118 of the Explosives Rules, 2008, an opportunity should be given to the shop owner, before cancelling the licence, whereas, in the present case, no opportunity was given to the petitioner and hence, the impugned order is liable to be set aside.

7.Per contra, the landlord, who impleaded himself as a party to the proceedings would contend that as per Rule 112 of the Explosives Rules 2008, the licence can be renewed only for five financial years and after that, the licensee has to apply for licence afresh. He brought the attention of this Court to a serious illegality that the petitioner / licensee has obtained the renewal of licence by producing a fabricated lease agreement. In support of his contention, he produced a letter issued by the Public Information Officer under Right To Information Act. The information reveals that the stamp paper used in the lease agreement was issued in the year 2016 and that the alleged lease deed came to be executed on 04.07.2015. It is highly improbable that a lease deed being executed on an anterior date when the stamp itself was issued one year after its execution. Hence, the licence ought not to have been renewed for want of lawful possession of premises.

8.I have considered the rival submissions made on both sides and perused the materials available on record.

9.As per Rule 112 of the Explosives Rules 2008, the licence can be renewed for one year or at a stretch for a maximum period of five financial years ending on the 31<sup>st</sup> March. In the instant case, the licence of the petitioner was renewed upto 31<sup>st</sup> March 2018 from 2013, ie., he was holding the licence for five years. But, surprisingly a lease deed of the year 2015 came to be produced on a stamp paper released in the year 2016. On the face of it the lease deed is a fabricated document to suit the convenience of the petitioner.

10.Insofar as the contention raised by the petitioner under Rule 118 of the Explosives Rules 2008 is concerned, on a complaint received against the petitioner that he is storing explosives in excess of licence condition, an enquiry notice was issued by the Tahsildar dated 01.11.2016. on the basis of the said enquiry notice, personal hearing was fixed on 07.11.2016. The petitioner and the landlord have attended the enquiry and the petitioner was given an opportunity to submit his objection also.



11.It is also pertinent to note that the petitioner has already filed a suit for injunction restraining the respondents from cancelling the licence by undue process of law. It is not clear as to what had happened in the civil litigation. However, insofar as the opportunity of hearing is concerned, the procedure laid down under Rule 118 of the Explosives Rules 2008 has already been complied with. Apart from this, in imminent circumstances where public interest involved and after satisfying himself, if the licensing authority decides to suspend or cancel the license, opportunity of hearing can be dispensed with. In certain circumstances, where integrity of the State is involved opportunity of hearing need not be given, as per Sub rule (2)(5) of Rule 118 of the Explosives Rules 2008.

12.In that view of the matter, I am of the considered opinion that an opportunity of hearing has already been given to the petitioner, even before the cancellation of licence. Further, he has also participated in the writ proceedings initiated by the landlord for cancellation of licence. The civil litigation was also instituted by him against cancellation. The petitioner had participated in all the proceedings. He cannot feign ignorance of the inspection conducted by District Revenue Officer and Tahsildar. More particularly, when the measurement of the shop was taken in his presence.

13.In such circumstances, I fairly believe that the petitioner is very much aware of the proceedings, put on notice and was also offered opportunity to participate in the enquiry and other proceedings.

14.A perusal of the impugned order would clearly show that the order has been passed considering the public interest and safety. Apart from this, the petitioner has an appeal remedy before the Secretary, Revenue Administration. Even though, it is specifically mentioned in the impugned order, he has not chosen to exhaust the appeal remedy. Non exhaustion of appeal remedy will disentitle the petitioner to maintain the above writ petition. In fine cancellation of licence in public interest after affording opportunity of personal hearing does not warrant any interference by this Court. The impugned order dated 02.02.2018 passed by the respondent is confirmed and the writ petition stands dismissed. No costs.

15.In so far as the writ petition in W.P.(MD).No.5260 of 2018 is concerned, in the light of the order passed in the above writ petition in W.P.(MD).No.3576 of 2018 seeking renewal of licence does not survive and accordingly, this writ petition stands dismissed. No costs

16.In so far as the fabrication of documents is concerned, the respondent would vehemently contend that he



should be referred to for criminal prosecution to the competent Court under Section 191 of Cr.P.C. Now, that the licence has been cancelled and the petitioner is out of business. However, he cannot go scot free. Therefore, this Court imposes a cost of Rs.50,000/- (Rupees Fifty Thousand only) on the petitioner payable to the credit of Principle Judge, Family Court, Chennai for the purpose of conducting workshops, seminar and sensitisation programmes. He shall make the payment on or before 04.11.2019, failing which further orders with regard to referring the matter for prosecution under Section 191 of Cr.P.C., for producing false documents will be passed. Consequently, the connected miscellaneous petitions are closed.

17. Post the matter on 05.11.2019 for compliance.

Sd/-

Assistant Registrar (CO)

// True Copy //

Sub Assistant Registrar(CS)

Ns

To

1.The Principal Judge, Family Court, Chennai

2.The District Revenue Officer cum  
District Additional Executive Magistrate,  
Madurai, Madurai District.

3.The Tahsildar, Peraiyur Taluk,  
Madurai District.

Copy to

The Section Officer, Writ Section,  
Madurai Bench of Madras High Court, Madurai.

+1 CC to M/s.R.GOVINDARAJ, Advocate ( SR-92910[F] dated 18/10/2019 )

+1 CC to M/s.I.PINAYGASH, Advocate ( SR-92981[F] dated 18/10/2019 )

+1 CC to M/s.SPL GP ( SR-93235[F] dated 21/10/2019 )

W.P. (MD) Nos.3576 and 5260 of 2018  
and

W.M.P. (MD) .Nos.3709, 3710 and 5423 of 2018  
and

W.M.P (MD) .No.17964 of 2019  
17.10.2019

JMN (25.10.2019) 5P : 8C

<https://hcservices.ecourts.gov.in/hcservices/>