

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 06.08.2020

CORAM

THE HONOURABLE DR. JUSTICE ANITA SUMANTH

W.P. No.86 of 2020
and
WMP. No.100 of 2020

C.Mathiarasan

..Petitioner

Vs.

The Deputy Collector/ District Manager
TASMAC Ltd. Chennai (South) District,
Ambattur Industrial Estate,
Chennai - 600058.

..Respondent

Prayer: Writ Petition filed under Article 226 of the Constitution of India praying to Writ of Mandamus to direct the Respondent to open the Mall Shop in New No. 152/ 1 Old No. 89/ 1 (basement Shop) Santhome High Road Raja Annamalaipuram Chennai 28 forthwith.

For Petitioner : Mr.M.Balasubramanian

For Respondent : Mr. Arumugarajan,
Standing Counsel

O R D E R

The petitioner has filed this writ petition seeking mandamus directing the respondent i.e. the Deputy Collector/District Manager TASMAC to open the Mall Shop in New No.152/1, Old No.89/1, (basement shop), Santhome High Road, Raja Annamalaipuram, Chennai - 28 (shop in question).

2. Notice was issued to the learned Standing Counsel, in response to which Mr.Arumugarajan, learned Standing Counsel circulated a copy of the communication dated 30.01.2020 to the effect that the proposal for lease of the shop in question has been dropped.

3. The submission of the petitioner at this juncture shifted to a claim towards rent for the period January 2019 to January 2020, the purported period of lease. The petitioner has placed

on record a copy of its application for allotment of a TASMAC shop and a lease deed dated Nil January 2019. According to him, the approval for the shop in question had been obtained as per which, the aforesaid lease deed had been executed.

4. In counter the respondent states that a proposal had been mooted on 22.01.2019 for allotment of the shop in question. Vide letter dated 30.01.2019 permission was sought from the Managing Director TASMAC for fixation of monthly rent and the advance to be received, since the District Manager, TASMAC was not the competent authority to finalize the rent. It is perhaps for this reason that the tenancy agreement inter se the parties does not stipulate the lease rent and advance to be remitted and both fields have been left blank.

5. The respondents state that though the District Collector by order dated 22.02.2019 had approved the location of Shop No.637, the proposal was not proceeded further with, since there were objections made by the public.

6. The averments of the petitioner to the effect that on 30.01.2019 the monthly rent was fixed at Rs.2,45,025/- and promise was made for 5 months rent in advance is denied in the counter. Thus the tenancy agreement which has been filed by the petitioner has itself been denied as being invalid.

7. Be that as it may, the prayer of the petitioner is only for a direction to the respondent to open the shop in question. Such a prayer cannot be granted in the light of communication dated 30.01.2020 executed by the District Manager, Chennai (South) District to the effect that the proposal for lease of the shop in question has itself been dropped.

8. As regards the veracity or otherwise of the tenancy agreement and consequential payment of lease rentals and other monetary compensation, the petitioner is at liberty to approach the Civil Court, in accordance with law.

9. With the aforesaid observations, this writ petition is closed. No costs. Connected Miscellaneous Petition is also closed.

Sd/-

Assistant Registrar (CS III)

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Sub Assistant Registrar

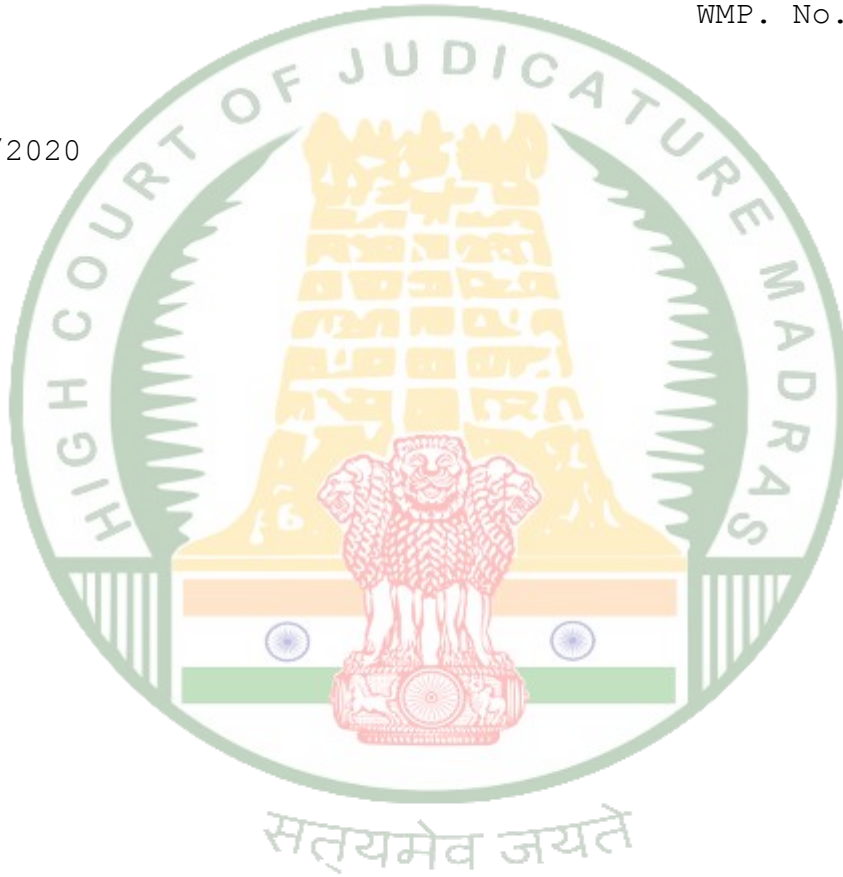
To

The Deputy Collector/ District Manager
TASMAC Ltd. Chennai (South) District,
Ambattur Industrial Estate,
Chennai - 600058.

+1cc to Mr.M.Balasubramanian, Advocate, S.R.No.26286

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NSA (CO)
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