



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 15.11.2021

CORAM

THE HONOURABLE MR. JUSTICE M.DHANDAPANI

W.P.No.3678 of 2019

Saravana Global Energy Limited,
represented by its Group CFO,
N.Srikanth,
having its Registered Office at
New No.15, New Giri Road,
T.Nagar, Chennai 600 017.

... Petitioner

vs.

1. The District Collector,
Cuddalore District,
Cuddalore.
2. The District Revenue Officer,
Cuddalore District, Cuddalore.
3. The Tahsildar,
Kurinjipadi,
Cuddalore District.
4. The President,
Pethunayakankuppam Panchayat,
Kurinjipadi, Cuddalore.
5. The Block Development Officer,
Kurinjipadi, Cuddalore.

... Respondents

Writ Petition filed under Article 226 of the Constitution of India praying for the issuance of a Writ of Certiorari, to call for the records of the impugned letter in A1/5362/2014, dated 01.02.2019 issued by the 3rd Respondent threatening to seal the factory premises of the Petitioner and quash the same.

For Petitioner : Ms.V.Pavithra,
for M/s.Sashidhar Sivakumar

For Respondents : Mr.M.R.Gokulkrishnan,
Government Advocate



O R D E R

Petitioner has come up with this Writ Petition challenging the impugned order dated 01.02.2019 passed by the 3rd Respondent herein, threatening to seal their factory premises.

2. According to the Petitioner, their Company is a Public Limited Company incorporated under the Companies Act, 1956 and is a reputed manufacturer of porcelain and Composite Insulators for all applications from 11kv to 1200kv for supply to all customers, such as SEBs, EPCs, OEMs, Power Grid Corporation of India, NTPC, Railway Electrification and Export Customers and has a factory situated at Virudachalam Road, P.N.Kuppam, Kurinjipadi Post, Cuddalore.

3. It is further stated by the Petitioner that, they had taken over about 0.34.5 acres of poramboke land on lease and the same is now being used as part of the Shop floor of their factory. The land lease rent was fixed at Rs.17,176/- per year for a period of three years from 19.03.2006 till 18.03.2009. Subsequently, the Petitioner had sought for an extension of the lease period for a further term of 3 years from 19.03.2009 to 18.03.2012. Pursuant to the said request, the 3rd Respondent vide letter dated 07.08.2010, had proposed the fixation of lease rent and had also proposed the fixation of adhoc lease rent for the said land for the period 2009-2012. However, much to the Petitioner's shock, Respondents proposed a seven-fold increase of lease rent and a sum of Rs.1,14,329/- was arrived as lease rent.

4. As, a final conclusion was not arrived at, as regards reduction of lease amount, the Petitioner, vide letter dated 26.09.2014, communicated to the 3rd Respondent herein as regards remittance of the entire lease amount for the period from 19.03.2009 to 18.03.2012 and requested the Respondents to treat the said payment as payment of advance rent and further requested for re-calculation of the lease amount. However, there was response to the Petitioner's representation. While so, the 3rd Respondent issued a notice dated 01.02.2019 making a demand of Rs.5,05,303/- towards lease rent and an additional demand of Rs.18,87,059/- towards lease rent for the period, 2011-12, 2012-15 and 2015-18, thereby threatening that, in the event of failure to pay the said amount within a period of seven days, the Petitioner's factory will be sealed. Aggrieved by the said order, the Petitioner is before this Court with the above Writ Petition.



5. Learned counsel for the Petitioner submitted that, this Court, while entertaining the Writ Petition, granted an order of interim stay in favour of the Petitioner, subject to the condition that, the Petitioner pays a sum of Rs.5,05,303/- to the 3rd Respondent on or before 11.02.2019 and the Petitioner complied with the said order by depositing the said amount to the 3rd Respondent. In view of the subsequent developments, learned counsel submitted that, this Court may permit the Petitioner to make a fresh representation to the 3rd Respondent/Tahsildar, Kurinjipadi, Cuddalore District, canvassing all the points including the payments made by them during the pendency of the Writ Petition and the said representation may be directed to be considered by the 3rd Respondent, within a stipulated period.

6. Heard the learned counsel for the parties and perused the material documents available on record.

7. Considering the facts and circumstances of the case and taking note of the submissions made by the learned counsel on either side, this Court directs the Petitioner to make a fresh representation to the 3rd Respondent herein in respect of their grievance along with necessary proof as regards the payment made by them to the 3rd Respondent, within a period of two weeks from the date of receipt of a copy of this order. On receipt of the same, the 3rd Respondent shall consider the case of the Petitioner, after affording them an opportunity of hearing and pass appropriate orders in accordance with law within a period of eight weeks.

8. It is made clear that, the Petitioner's premises shall not be sealed till the disposal of the subsequent representation to be made by them.

The Writ Petition is disposed of accordingly. No costs. Consequently, connected W.M.P.Nos.4042 and 4043 of 2019 are closed.

Sd/-
Assistant Registrar(CS-IX)

//True Copy//

Sub Assistant Registrar

(aeb)



To:

1. The District Collector,
Cuddalore District,
Cuddalore.
2. The District Revenue Officer,
Cuddalore District,
Cuddalore.
3. The Tahsildar,
Kurinjipadi,
Cuddalore District.
4. The President,
Pethunayakankuppam Panchayat,
Kurinjipadi, Cuddalore.
5. The Block Development Officer,
Kurinjipadi, Cuddalore.

+1cc to Mr.Sashidhar Sivakumar, Advocate SR.No.58697
+1cc to the Government Pleader SR.No.58991

W.P.No.3678 of 2019

GJ(CO)
GN(25/01/2022)