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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 26.10.2021

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THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P.Nos.27085 and 27086 of 2016
and

W.M.P.Nos.23258 to 23260 of 2016

M/s.Madhavaram Truck Terminal
Complex Welfare Association,
Represented by its
Secretary M.H.Jamsheed
D-41, CMDA Truck Terminal Complex,
Madhavaram, Chennai 600 110.

...Petitioner in both WP's

Vs

1. Chennai Metropolitan Development Authority,
Rep. by its Member Secretary,
Thalamuthu Natarajan Building,
No. 1, Gandhi Irwin Road, Egmore,
Chennai-600 008.

2. The Greater Chennai Corporation,
Represented by its Commissioner,
Chennai Corporation,
Rippon Buildings, Chennai.

3. The Zonal Officer Zone(III),
Greater Chennai Corporation,
Zonal Office- III,
No.1 Thattankulam Road,
Madhavaram, Chennai - 600 060.

... Respondents in both WP's

PRAYER In W.P.No.27085 of 2016 : Writ Petition filed Under Article 226 of the Constitution of India, to issue a Writ of Mandamus, forbearing the respondents 2 and 3 from pursuing Tender Notice No.Z.O.3.RD.CNO.RI/851/2016 dated 12.07.2016 or any other Tender for collection of Parking Fee from Heavy Motor Vehicles



and Trailers using the dedicated parking area in the Madhavaram Truck Terminal.

PRAYER In W.P.No.27086 of 2016 : Writ Petition filed Under Article 226 of the Constitution of India, to issue a Writ of Mandamus, directing the respondents to provide the Madhavaram Truck Terminal within a time frame to be fixed by this Honourable Court with good Motorable Roads, Rest Rooms, drainage facilities and all other facilities promised under the Letter Cum Sales (LCS) Agreement entered into with the Allottees.

For Petitioner : Mr.C.A.Diwakar
[in both W.Ps]

For Respondents : M/s.Malarvizhi Udayakumar
For CMDA [For R1]
[in both W.Ps]

No appearance
[For R2 and R3]
[in both W.Ps]

COMMON ORDER

The petitioner filed two writ petitions and W.P.No.27085 of 2016 is filed, challenging the Tender Notice dated 12.07.2016 to float tender for collection of parking fee from Heavy Motor Vehicles and Trailers using the dedicated parking area in the Madhavaram Truck Terminal.

2. The other Writ petition filed in W.P.No.27086 of 2016 is filed to direct the respondents to provide good Motorable Roads, Rest Rooms, drainage facilities and all other facilities promised under the Letter Cum Sales (LCS) Agreement entered into within the Allottees in Madhavaram Truck Terminal.

3. As far as the Tender notice issued on 12.07.2016 is concerned, the cause did not exist as of now on account of efflux of time.

4. The learned counsel for the petitioner states that the parking is provided at free of cost as per the terms and conditions of the Lease Cum Sale agreement and therefore, the



respondents cannot issue any tender for collection of parking fee from the users of the parking area. However, the tender notice lost its relevance and the respondent cannot act based on the impugned tender notice dated 12.07.2016. Thus, no further consideration is required.

5. As far as the complaint made by the petitioner's association is concerned, the learned counsel for the petitioner relied on the Lease-Cum-Sale Agreement entered into between the Chennai Metropolitan Development Authority and the members of the petitioner's association. Paragraph 4(c) of the Lease-Cum-Sale agreement reads as under :

"4.(c). The Lessor/Vendor shall provide infrastructure which consist of roads (with bitumen topped for carriageways) for circulation, Storm-water drains potable water supply. Communal toilet blocks at appropriate places, electrical and telephone distribution system, truck parking area including small vehicle parkings, warehousing areas, spaces for facilities like Auto repair shops, commercial plots, petrol bunk, weigh bridge, Guest room, Post Office, Canteen, Banks and restaurants for the proposed truck terminal complex. The Lessor/Vendor is fully cognisant of the fact that some of the infrastructures mentioned above are being provided / to be provided/ to be provided at the time of handing over of the plot to the Lessee / Purchaser under the terms of this agreement. The Lessee/Purchaser hereby expressly agrees to abide by the terms and conditions of this Agreement and accepts the plot handed over to him by the Lessor / Vendor knowing fully well all the aforesaid facts"

6. Paragraph 12 of the Lease-Cum-Sale agreement provides responsibility of lessor / vendor for common areas and the said condition reads as under :

"The maintenance of all common facilities like buildings, roads, open spaces and other areas will be by the Authority of agency designated by it for this purpose for a period of five years or till the local body takes over the maintenance whichever is earlier. Charges for water, electric power supply at the common areas and surroundings etc., shall be borne by the lessor/vendor from time to time. The maintenance



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charges would be paid quarterly, three months in advance to make the maintaining agency to function without difficulty. This Charge is payable after handling over of first batch of plots to the transporters."

7. Relying on the terms and conditions agreed between the parties in the Lease-Cum-Sale agreement, the learned counsel for the petitioner contended that even the Motorable roads are yet to be provided for the benefit of members of the petitioner's association. Many of the infrastructure facilities agreed are not provided. The members of the petitioner's association though invested huge amount for the purchase of truck in the said Truck terminal complex, they are not in a position to use the same properly on account of non-providing of infrastructure facilities as agreed. Thus, the respondent authority has committed deficiency of service and violated the terms and conditions agreed between the parties.

8. This Court is of the considered opinion that CMDA is a 'State'. They are bound by the provisions of the Statue and once they agreed certain terms and conditions with the purchasers of the plots, then the infrastructure facilities agreed, must be provided.

9. The writ petition was filed in the year 2016 and the learned counsel for the petitioner made a submission that till today, no progress is made. There is no motorable roads, drainage, toilets and drinking water facilities. When the minimum required facilities are not provided, the people, who all are using the plots in the terminal complex is unable to get facilities, which are all needed at minimum. This being the complaint made, the respondents are directed to conduct an immediate inspection of the Truck terminal complex and execute the works and provide facilities including laying of roads, providing toilets and drinking water facilities as per the Lease-Cum-Sale Agreement without causing any delay.

10. This Court is of the considered opinion that the minimum required facilities are to be provided within a period of Six (6) months from the date of receipt of the copy of this order. The minimum required facilities includes laying of roads, providing toilets, drinking water facilities and also drainage.



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11. With these directions, both the writ petitions stand disposed of. No costs. Consequently, connected miscellaneous petitions are closed.

Sd/-

Assistant Registrar(CS-II)

//True Copy//

Sub Assistant Registrar

kak/nti

To

1. Member Secretary,
Chennai Metropolitan Development Authority,
Thalamuthu Natarajan Building,
No. 1, Gandhi Irwin Road, Egmore,
Chennai-600 008.
2. The Commissioner,
The Greater Chennai Corporation,
Chennai Corporation,
Rippon Buildings,
Chennai.
3. The Zonal Officer Zone(III),
Greater Chennai Corporation,
Zonal Office- III,
No.1 Thattankulam Road,
Madhavaram, Chennai - 600 060.

+2cc to Mr.C.A.Diwakar, Advocate, S.R.No.55163, 55164

W.P.Nos.27085 and 27086 of 2016

PCH(CO)
SB(10/11/2021)