



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :28.07.2021

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THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P.No.15576 of 2021

Smt.R.Jayalakshmi

...Petitioner

Vs

1.The Union Territory of Pudhucherry,
Rep.by its Secretary (Revenue)
Secretariat Building,
Puducherry Secretariat.

2.The Commissioner (Excise)
Secretariat Building,
Puducherry Secretariat.

3.The Deputy Commissioner (Excise)
Excise Department,
Thattanchavady,
Puducherry - 605 009.

...Respondents

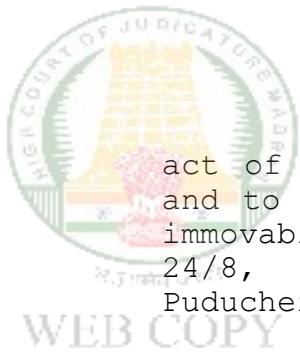
Prayer : Writ Petition filed Under Article 226 of the Constitution of India to issue of Writ of Mandamus, directing the 3rd respondent to refrain from collecting the differential amount of Rs.30,80,198/- which arose due to the act of re-auctioning of four arrack shops by the 3rd respondent and consequently direct the respondents to release the title deeds of the immovable property of the petitioner bearing RS No.23/3, 24/7, 24/8, 44/3, 44/7, 45/1 at Irulanchandai, Bagur Commune, Puducherry.

For Petitioner : Mr.Giri Nagukumar
For Mr.A.Selvaraj

For Respondents : Mr.J.Kumaran
Additional Government Pleader
(Puducherry)

ORDER

The relief sought for in the present writ petition is for a direction to direct the 3rd respondent to refrain from collecting the differential amount of Rs.30,80,198/- which arose due to the



act of re-auctioning of four arrack shops by the 3rd respondent and to direct the respondents to release the title deeds of the immovable property of the petitioner bearing RS No.23/3, 24/7, 24/8, 44/3, 44/7, 45/1 at Irulanchandai, Bagur Commune, Puducherry.

2. The petitioner was a successful bidder for four arrack shops and the petitioner remitted security deposit / bank guarantee equal to five month's bid amount of knocking down price within the prescribed time and the 3rd respondent also has accepted the security deposit. The third respondent entered into a lease agreement with the petitioner to run the above said four arrack shops for a period of 11 months from 01.08.2014 to 30.06.2015. The petitioner states that she paid one month advance kist for each of the above said four arrack shops every month.

3. However, the fact remains that the period of lease expired on 30.06.2015 and thereafter, the authorities found that the conditions in the agreement was violated. Thus, even before the expiry of the lease period, the respondents passed an order in proceedings dated 11.04.2015, cancelling the confirmation order issued. The relevant portion of the said cancellation order is extracted hereunder:

"AND Whereas, as per Rule 201(1)(ii) of the Puducherry Excise Rules, 1970 read with condition No.15 (1) (ii) of Conditions of Sale notified in the Extra Ordinary Gazette No.75, dated 01.07.2014 of the Department of Revenue and Disaster Management, Puducherry, Thiru/Tmt.Jayalakshmi S/o/W/o Rajaram is required to pay monthly Kist in advance on or before 30th or 31st or the last working day of the preceding month and he/she failed to pay the monthly kist from the month of October 2014 to January 2015. As per Rule 201(2) of Puducherry Excise Rules, 1970 notices were issued to him/her on 29.12.2014 asking him/her to pay the monthly kist."

4. In respect of the other three arrack shops also, separate orders of cancellation were passed. Though the cancellation orders were passed in the year 2015, the petitioner has not challenged the same and now after a lapse of 6 years, the present writ petition is filed.

5. The cancellation orders were passed, in view of the violations of the terms and conditions of agreement and if at all the writ petitioner is aggrieved, she would have challenged the cancellation order passed by the competent authority. Now after a lapse of about 6 years, the relief as such sought for to direct the respondents, cannot be granted and the factual



disputes with reference to the agreement are to be adjudicated based on the documents and evidences and the said exercise cannot be done in a writ proceedings under Article 226 of the Constitution of India. Therefore, the petitioner, if at all aggrieved with reference to the disputes, she is at liberty to approach the competent forum in the manner known to law. However, the relief as such sought for cannot be granted at this length of time, more specifically, after cancellation of the lease agreement in proceedings dated 11.04.2015.

6. With this liberty, the writ petition stands dismissed. No costs.

Sd/-
Assistant Registrar(CS-VI)

//True Copy//

Sub Assistant Registrar

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To

- 1.The Secretary(Revenue),
Union Territory of Pudhucherry,
Secretariat Building,
Puducherry Secretariat.
- 2.The Commissioner (Excise)
Secretariat Building,
Puducherry Secretariat.
- 3.The Deputy Commissioner (Excise)
Excise Department,
Thattanchavady,
Puducherry - 605 009.

+1 cc to the Government Pleader, Sr.No.36706

W.P.No.15576 of 2021

CP(CO)
RVM(17/08/2021)