



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 23.07.2021

Coram

THE HONOURABLE MR.JUSTICE R. MAHADEVAN

W.P. No. 15146 of 2021

R. Rajendran

.. Petitioner

Versus

1. The Managing Director
TASMAC, Thalamuthu Natarajan Maaligai,
Egmore, Chennai - 8.

2. The Divisional Manager,
TASMAC,
No.87/5, Sandiyur,
A.Attaiyampatti Village,
Salem.

.. Respondents

Writ Petition filed under Article 226 of the Constitution of India praying for issuance of a Writ of Mandamus directing the respondents to shift the Tasmac Shop No.7172 to some other place and hand over the vacant building to the petitioner.

For Petitioner : Mr. C. Prakasam

For Respondents : Mr. K. Sathish Kumar

ORDER

Mr. K. Sathish Kumar, learned counsel takes notice for the respondents. With the consent of both sides, this writ petition is taken up for final disposal at the stage of admission itself.

2. The present writ petition has been filed by the petitioner seeking to issue a Writ of Mandamus directing the respondents to shift the Tasmac Shop No.7172 to some other place and hand over the vacant building to him.

3. The petitioner states that he owns an agricultural land situated in S.No.463/1, B-4, Avaniperur village, Ward-C, Block-7. The adjacent land in T.S.No.4/5 owned by one Mr.Kumar who is also carrying on agricultural activities. In the said land in



T.S. No. 4/5, Mr. Kumar has constructed a superstructure in a portion of the land which he had let out to the respondents/TASMAC for running TASMAC Shop No.7172. According to the petitioner the agreement Mr. Kumar entered into with the respondents is only for a period of 11 months from 02.04.2017 and inspite of expiry of the period, , the TASMAC officials are continuously running the Shop in the said premises. Though the said Kumar requested the TASMAC officials to vacate their Shop from his premises, they refused to do so. Subsequently, the petitioner had entered into an agreement with Mr. Kumar to cultivate his lands through a Lease Agreement dated 10.05.2021. Pursuant to the said Lease Agreement, the petitioner took possession of the said land of Mr. Kumar.

4. The grievance of the petitioner is that he is unable to carry on the agricultural activities because the customers who visit the TASMAC shop have not only damaged the standing crops but littered the land with plastic bottles and other waste. Therefore, on 28.06.2021, the petitioner gave a written representation, enclosing the Lease Agreement dated 10.05.2021, to the respondents, requesting them to shift the said TASMAC Shop No.7172 to some other place and hand over the vacant building to him, however, his representation has not been considered by the respondents. Hence, the petitioner has filed the present writ petition.

5. Heard the learned counsel on both sides and perused the materials placed before this Court.

6. The petitioner has expressed certain grievance in his representation dated 28.06.2021 to the respondents. The representation has not been considered so far by the respondents. Therefore, without going into the merits of the case, this Court directs the second respondent to consider the petitioner's representation dated 28.06.2021 and pass appropriate orders on merits and in accordance with law, as expeditiously as possible, preferably, within a period of four weeks from the date of receipt of a copy of this order, after affording an opportunity of hearing to the petitioner. Accordingly, this Writ Petition is disposed of. No costs.

Sd/-

Assistant Registrar(CS III)

//True Copy//

Sub Assistant Registrar

mrr/rsh



To

1. The Managing Director,
TASMAC, Thalamuthu Natarajan Maaligai,
Egmore, Chennai - 8.

2. The Divisional Manager,
TASMAC,
No.87/5, Sandiyur,
A.Attaiyampatti Village,
Salem.

WP No.15146 of 2021

NMI (CO)
PR (17/09/2021)