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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 10.11.2021

CORAM :

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P.NO.24209 OF 2021

R.Prabhu

... Petitioner

.Vs.

1. The District Collector,
Villupuram District,
Villupuram.
2. The Block Development Officer,
Village Panchayat,
Gingee Panchayat Union,
Gingee Taluk,
Villupuram District.
3. The President,
Nagalampattu Village Panchayat,
Nagalampattu Village,
Gingee Taluk,
Villupuram District.

... Respondents

PRAYER:-

Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Mandamus, directing the respondents to extend the license period for further period of six months to carry on fishing activities in the Nagalampattu Lake and Kanjur Lake, Nagalampattu Village, Gingee Taluk, Villupuram District by considering the petitioner's representation dated 15.10.2021.

For Petitioner : Mr.C.Munusamy

For R1 and R2 : Mr.N.R.R.Arun Natarajan
Government Advocate



O R D E R

The lis on hand is for a direction to the respondents to extend the license period for six months to carry out the fishing activity in Nagalampattu Lake and Kanjur Lake, Nagalampattu Village, Gingee Taluk, Villupuram District by considering the petitioner's representation dated 15.10.2021.

2. The petitioner states that, the 2nd respondent had called for a public auction to grant license for the purpose of fish culture in Nagalampattu Lake and Kanjur Lake. The petitioner has participated in the open tender called for by the 2nd respondent and contested the bid and was declared a successful bidder. The petitioner had quoted a maximum amount Rs.14,160/- for each lake and was granted license to carry out fishing activity in Nagalampattu and Kanjur lakes for a period of one year. The petitioner paid the lease amount of Rs.20,320/- on 16.12.2020.

3. The learned counsel appearing on behalf of the petitioner made a submission that, the one year lease period expires on 15.12.2021 and therefore, the petitioner must be granted extension of further six months to complete the fishing activity as the period itself is going to be expired on 15.12.2021, within a period of one month.

4. When this Court asked a question about the license or lease agreement, it is contended that there is no such license or lease agreement in writing and the lease was granted only on oral basis by the 2nd and 3rd respondents, the Block Development Officer, Gingee Taluk, Villupuram District and the President of Nagalampattu Village Panchayat, Gingee Taluk, Villupuram District, respectively.

5. The petitioner has only produced the receipt for payment made by him to the Village Panchayat. It is contended that the petitioner has participated in the open tender and he was the successful bidder, quoted higher amount, but there is no document to establish that the lease or license was granted by the competent authorities by passing order or by signing an agreement.

6. Considering the facts and circumstances, such an oral lease or oral license is impermissible and the respondents 2 and 3, if at all granted any such oral license or lease are liable to be prosecuted in accordance with law. All such fishing rights are to be granted by conducting public auction and such public auction must be conducted in a transparent manner and the proceedings are to be recorded and appropriate orders are to be passed granting license or signing the lease agreement with the



successful bidder. Contrarily, the respondents 2 and 3 have no authority to permit anybody, granting oral lease or license. In this regard, the 1st respondent, the District Collector, Villupuram District, is bound to conduct an enquiry and initiate all appropriate actions.

7. It is contended that the period of lease as per the oral lease expires on 15.12.2021. The said factum is also to be verified by the District Collector, Villupuram District. At the out set, it is made clear that fishing rights are to be granted only by conducting open public auction, providing opportunities to all the eligible bidders to participate in the auction process and the proceedings are also to be recorded and license or lease has to be granted in accordance of law.

8. Fishing rights or any lease or license has to be granted strictly by following the provisions of the Panchayat Act and the Rules in force. The procedures are contemplated under the Act and Rules and only by following the procedures, such rights are to be conferred in favour of individuals. In the present case, no such proof is made available before this Court. Thus, the 1st respondent, the District Collector, Villupuram District, is directed to conduct an enquiry and initiate all appropriate actions in the manner known to law.

9. The petitioner states that, he has already paid a sum of Rs.28,320/- for a period of one year, this fact is also to be verified and appropriate actions are to be initiated by the 1st respondent within a period of four weeks from the date of receipt of a copy of this order.

10. With this direction, the Writ Petition stands disposed of. No Costs.

Sd/-
Assistant Registrar(CS VII)

//True Copy//

Sub Assistant Registrar

Jeni/Kan

To

1. The District Collector,
Villupuram District
Villupuram.



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2. The Block Development Officer,
Village Panchayat,
Gingee Panchayat Union,
Gingee Taluk,
Villupuram District.

3. The President,
Nagalampattu Village Panchayat,
Nagalampattu Village,
Gingee Taluk,
Villupuram District.

+1cc to the Government Pleader, S.R.Nos.58187 & 58169

W.P.NOS.24209 OF 2021

SVI (CO)
PBS/25/11/2021