



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED:16.08.2021

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THE HONOURABLE MR.JUSTICE SETHILKUMAR RAMAMOORTHY

W.P(MD)No.14309 of 2021

Malaiaian

... Petitioner

Vs.

1.The Secretary,
Thanjavur Market Committee,
Thanjavur,
Thanjavur District.

2.The Market Committee Superintendent,
Market Committee,
Pattukkottai,
Thanjavur District.

... Respondents

Prayer : Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Mandamus, directing the respondents to renewal the shop No.4 in the Ullavar Santhai Kadai, Pattukkottai rental agreement for further period of 1 year due to impact of COVID-19.

For Petitioner : Mr.D.R.Murugesan
For Respondents : Mr.R.Baskaran
Counsel for State.

ORDER

The petitioner seeks the renewal of a rental agreement in respect of Shop No.4 in the Ullavar Santhai Kadai, Pattukkottai for a further period of one year.

2.The petitioner states that he entered into a rental agreement and has been running a fruit stall at Shop No.4 for the past 10 years. The admitted position is that the last rental agreement expired on 31.07.2021. In these circumstances, the petitioner received a communication dated 02.08.2021, whereby he was informed that he should vacate the shop by 14.08.2021 in view of the expiry of the lease period. He was also informed that it has become necessary to conduct a fresh auction and to execute a fresh agreement in respect of such auction. The said communication is challenged.

3.The petitioner states that, as on date, the respondents have not issued a notice for a fresh auction. He also states that he has been selectively targeted and that he was severely affected during the pandemic period.

4. Mr. R. Baskaran, learned Counsel for the State, accepts



notice on behalf of both the respondents. He refers to the impugned communication and points out that the earlier rental agreement expired on 31.07.2021. He also points out the circumstances under which it has become necessary to re-auction such property.

5. In the above facts and circumstances, there is no doubt that the rental agreement between the petitioner and the respondents has expired. Therefore, the petitioner does not have any legal right to continue to occupy and run the shop in question. Nonetheless, since the petitioner appears to have been running such shop for a period of 10 years and keeping in mind that no fresh auction has taken place as on date, the respondents may consider the petitioner's request for an extension of the rental agreement.

6. Accordingly, without going into the merits of the matter, the respondents herein are directed to consider the petitioner's request dated 04.08.2021, for extension of the rental agreement and to pass a reasoned order thereon within a period of thirty (30) days from the date of receipt of a copy of this order.

7. W.P(MD).No.14309 of Of 2021 is disposed of on these terms without any order as to costs.

Sd/-

Assistant Registrar (A.D II)

// True Copy //

/ /2021

Sub Assistant Registrar(CS)

Note: In view of the present lock down owing to COVID-19 pandemic, a web copy of the order may be utilized for official purposes, but, ensuring that the copy of the order that is presented is the correct copy, shall be the responsibility of the advocate/litigant concerned.

To

1. The Secretary,
Thanjavur Market Committee,
Thanjavur, Thanjavur District.
2. The Market Committee Superintendent,
Market Committee,
Pattukkottai, Thanjavur District.

+1 CC to M/s. The Special Government Pleader (SR-26520[F] dated 17/08/2021)

W.P(MD)No.14309 of 2021
16.08.2021

RS (24.08.2021) 2P 4C

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