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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 25.01.2022

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THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P.Nos.914 & 917 of 2022

(Through Video Conferencing)

- 1.G.Senthilkumar,
S/o Govindasamy ...Petitioner in W.P.No.914 of 2022.
- 2.S.Mariammal@Baby,
W/o.G.Senthilkumar ...Petitioner in W.P.No.917 of 2022.

Vs

1. The Commissioner
Hindu Religious & Charitable Endowments Department,
Utham Gandhi Salai,
Nungambakkam,
Chennai - 600 034.
2. The Executive Officer
Arulmigu Subramaniasamy Thirukoil
Chenniamalai,
Perundurai Taluk,
Erode District. ...Respondents in both W.Ps

Prayer in W.P.No.914 of 2022: Writ Petition filed under Article 226 of the Constitution of India to issue a Writ of Certiorarid Mandamus, calling for the records of the second respondent in letter dated 25-10-2021, quash the same and consequently direct the second respondent to refund the proportional licence fees for the Retail Shop, Flower Shop No.4, Adivaram, Chennimalai, belonging to the second respondent.

Prayer in W.P.No.917 of 2022: Writ Petition filed under Article 226 of the Constitution of India to issue a Writ of Certiorarid Mandamus, calling for the records of the second respondent in letter dated 25-10-2021, quash the same and consequently direct the second respondent to refund the proportional licence fees for the Retail Shop, Flower Shop No.5, Adivaram, Chennimalai, belonging to the second respondent.



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For Petitioner : Mr.N.K.Ponraj
For Respondents : Mr.T.Chandrasekaran
Special Government Pleader
(HR&CE)

COMMON ORDER

The order dated 25.01.2021 issued by the second respondent is ought to have quashed in the present writ petition and consequential directions is at all for the refund of the proportional licence fees for the Retail Shop, Shop Nos. 4 & 5, Adivaram, Chennimalai, belonging to the second respondent.

2.The petitioner was a successful bidder to run shops belonging to the second respondent temple in All India Auction conducted by the Fasli Year 1429 for the retail shop in Hillock, Flower shop in the Hillock, Shop Nos. 4 & 5 Sripoosari Vellala Thambiran Trust at Adivaram, Chennimalai. As per the lease conditions, the period expired. In view of the fact that during pandemic the shops were not functioning for about 103 days, the competent authorities have taken a decision to proportionately consider the claim and accordingly allowed the petitioner to run the shops for 63 days as compensatory period.

3.The decision was taken by the authorities considering the fact that the lessees were not able to run the shops for 103 days due to pandemic situation, thus proportionally they were allowed to continue to run the shops for 63 days. The learned Special Government Pleader for the respondent made a submission that all the lessees agreed for the same and they have ran the shops for 63 days and thereafter handed over the possession. Subsequently, re-auctions were also conducted by the temple authorities. Thus, the claim of the petitioner is untenable.

4.As per the lease conditions, the period of lease had expired on 30.06.2020. The petitioner shall vacate the premises and hand over the possession to the competent authority. Clause 28 further states that in respect of any loss occurred, the temple administration is not responsible and the lessee cannot seek refund of any amount from the administration. When the petitioner has agreed the lease conditions and in occupation of the lease premises, now he cannot turn around and claim that he must be permitted to continue in the aforesaid shops. The competent authorities/respondents have considered the pandemic situation and proportionately allowed all the lessees to open the shops and continue the business for 63 days as compensatory period and all the lessees have availed the said benefit. These being the factum, the petitioner is not entitled for any other relief.



5.This Court is of the considered opinion that the lease was granted on the basis of the terms and conditions of the contract. The petitioner has also agreed for the terms and conditions of the lease. In view of the pandemic situation, a policy decision was taken in a uniform manner and compensatory period was also allowed in respect of the lessees and such compensatory benefit was allowed only in respect of this temple at Chennimalai, Erode District and therefore, the petitioner is not entitled to claim any other relief as the period of lease expires and the compensatory period also expired. Thus the petitioner has not established any right for the purpose of considering the relief.

5.With the above observations, the writ petitions stand dismissed. There shall be no order as to costs.

Sd/-
Assistant Registrar(CS VII)

//True Copy//

Sub Assistant Registrar

nst/cse

To,

1. The Commissioner
Hindu Religious & Charitable Endowments Department,
Utham Gandhi Salai,
Nungambakkam,
Chennai - 600 034.
2. The Executive Officer
Arulmigu Subramaniasamy Thirukoil
Chenniamalai,
Perundurai Taluk,
Erode District.

+1cc to Mr.P.Srinivas, Advocate, S.R.No.4873
+1cc to the Government Pleader, S.R.No.4954
+1cc to Mr.P.Srinivas, Advocate, S.R.No.4874(09/03/2022)

W.P.Nos.914 & 917 of 2022

GPL[co]
NSK 14/02/2022