



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 01.02.2022

CORAM

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P.NO.1846 OF 2021
& W.M.P.NOS.2080 & 2081 OF 2021

S.Nandidha

... Petitioner

Vs

The Commissioner,
Kancheepuram Municipality,
Kancheepuram.

... Respondent

PRAYER :

Writ Petition filed Under Article 226 of the Constitution of India, to issue a Writ of Certiorarified Mandamus, calling for the records relating to Tender Notification dated 31.12.2020 of the respondent herein in respect of Sl.12 Tender No.24-the license to collect daily rent from the temporary road side shops for the period from 2021-22 to 2023-24, quash the same and consequently direct the respondent to extend the license of the petitioner for a further period of one year.

For Petitioner : Mrs.A.L.Gandhimathi

For Respondents : Mr.P.Srinivas
Standing Counsel

O R D E R

The relief sought for in the present writ petition is to call for the records relating to Tender Notification dated 31.12.2020 of the respondent herein in respect of Sl.12 Tender No.24-the license to collect daily rent from the temporary road side shops for the period from 2021-22 to 2023-24, quash the same and consequently direct the respondent to extend the license of the petitioner for a further period of one year.

2.High Court cannot compel the authorities to enter into an agreement or extend the lease period which were agreed between the parties. In simple terms, the contract is between the



parties who signed the contract. Extension of lease or waiver of lease amount which is otherwise governed under the terms and conditions of the contract cannot be dealt with by the High Court in a writ proceedings under Article 226 of the Constitution of India. Even in case there are some disputes, the parties are bound to approach the competent Civil Court of law would one aspect of the matter and the other important factor is that the High Court cannot compel the Municipality or Government to enter into a contract with a private party for extension of lease or otherwise which is a decision to be taken by the competent authority or a decision by way of a policy is to be taken by the Government.

3. Admittedly in the present case, the petitioner was a successful bidder granted license for daily collection of rent. The license period was for three years and the grievances of the petitioner was that during pandemic period, the petitioner could not able to collect the rent and therefore, the petitioner sustained loss and on that ground, the license period is to be extended.

4. The contract entered into between the petitioner and the respondent Municipality is a business contract. Certain terms and conditions are agreed. In the event of excess profit or loss or otherwise, it was accepted even at the time of entering into a contract and in the event of any request to be made with reference to the terms, it is for the petitioner to approach the competent authorities and certainly in the High Court by way of a writ petition, more specifically, for extension of license period which is impermissible.

5. The learned counsel for the petitioner made a submission that the petitioner sustained monetary loss on account of pandemic situation and therefore, they made a request.

6. However, the fact remains that the Government took a policy decision to grant waiver of two months lease amount in G.O.Ms.No.298 dated 02.09.2020. When a benefit has already been conferred by the Government on account of Covid 19, further benefit cannot be compelled by the High Court in a writ proceedings. If at all the petitioner is having further grievances, it is for her to approach the competent authorities and not the High Court by way of writ petition seeking the relief for extension of period of license which cannot be considered. The notice dated 02.11.2020 was issued to pay the lease amount as per the terms and conditions of the contract. Such contractual obligations cannot be adjudicated in a writ proceedings and this being the factum, the writ petitioner has not established any right for the purpose of considering the relief.



7. Accordingly, the writ petition is devoid of merits and stands dismissed. It is made clear that the waiver already granted by the Government in G.O.Ms.No.298 dated 02.09.2020 is to be deducted from the dues to be paid by the petitioner to the respondent Municipality. No costs. Consequently, connected miscellaneous petitions are closed.

Sd/-
Assistant Registrar(CS II)

//True Copy//

Sub Assistant Registrar

cse

To

The Commissioner,
Kancheepuram Municipality,
Kancheepuram.

+1cc to Mrs.A.L.Gandhimathi, Advocate, S.R.No.6165

W.P.No.1846 of 2021

PL(CO)
PM/17/02/2022