



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 31.01.2022

CORAM :

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P.NO.33998 OF 2015

AND

M.P.NOS.1 AND 2 OF 2015

Sri Sankara College of Ayurveda,
Rep. By its Chairman
Prof.B.Sivaramakrishnan,
Sannasipatti,
Poolankulathupatti,
Tiruchirapalli - 620 009.

...Petitioner

Vs.

1.The Tamil Nadu Tourism Development Corporation Limited,
Represented by its Managing Director,
Tamil Nadu Tourism Complex,
No.2, Wallajah Road,
Chennai - 600 002.

2.The General Manager,
Tamil Nadu Tourism Development Corporation Limited,
Tamil Nadu Tourism Complex,
No.2, Wallajah Road,
Chennai - 600 002.

...Respondents

Prayer : Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Certiorarified Mandamus, to call for the records relating to the impugned Letter of the 1st respondent vide Letter No.759/H2/2012 dated 11.09.2015 and quash the same as illegal, arbitrary and against the principles of natural justice and further direct the respondents to pay the cost of the 10 Bamboo Cottage and other infrastructures developed by the petitioner in the respondent's Beach Resort Complex at Mamallapuram and the revenue sharing of the Cottage rented out by the respondents from December, 2013.

For Petitioner : Mr.K.Soundararajan

For Respondents : No Appearance



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ORDER

The relief sought for in the present writ petition is to quash the order dated 11.09.2015 asking the petitioner to pay the rental dues of Rs.6.35/- lakhs within 15 days.

2. The petitioner is running Ayurvedic college in the name and style of Sri Sankara College of Ayurveda. The college is providing ayurvedic treatment. Pursuant to the advertisement made by the respondent, the petitioner participated in the tender and they were granted lease for establishing of 10 Bamboo Cottages at the Beach Resort at Mamallapuram and accordingly, an agreement was executed between the petitioner and the respondent/ Tamil Nadu Tourism Development Corporation Limited.

3. The learned counsel for the petitioner states that the petitioner was unable to run the business successfully and an intimation was given. Even thereafter, no action was taken by the respondent and they were insisting the petitioner to pay the rental arrears and an order was passed terminating the contract and the petitioner was asked to pay the rental dues.

4. The business transaction entered into between the petitioner and the respondent cannot be adjudicated in a writ proceedings under Article 226 of the Constitution of India. Admittedly, the parties have signed the agreement and an arbitration clause is also agreed between the parties. Thus, the petitioner is at liberty to invoke the arbitration clause or approach the Competent Civil Court of law for elaborate adjudication of disputed issues between the parties.

5. Contrarily, the High Court cannot conduct such a rowing enquiry in respect of the business disputes between the parties based on certain agreements. Contractual obligations between the parties cannot be adjudicated in a writ proceedings. Only on exceptional circumstances, where a fraud or a special equity is to be invoked, then alone the High Court can interfere but not otherwise. Thus, the petitioner is at liberty to approach the competent forum or Court of law for adjudication of the disputed issued between the parties.

6. With these liberty, the Writ petition stands disposed of. No costs. Consequently, the connected Miscellaneous Petitions are closed.

Sd/-
Assistant Registrar

// True Copy //

Sub Assistant Registrar

Jeni/Cse



To

1.The Managing Director,
The Tamil Nadu Tourism Development Corporation Limited,
Tamil Nadu Tourism Complex,
No.2, Wallajah Road,
Chennai - 600 002.

2.The General Manager,
Tamil Nadu Tourism Development Corporation Limited,
Tamil Nadu Tourism Complex,
No.2, Wallajah Road,
Chennai - 600 002.

+1cc to M/s.K.Soundararajan, Advocate Sr.No.6189

W.P.No.33998 of 2015

CP(CO)
RVM(10/02/2022)