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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 08.04.2022

CORAM:

THE HONOURABLE MS.JUSTICE V.M.VELUMANI

WRIT PETITION NO.8692 OF 2022
AND W.M.P.NO.8613 OF 2022

P.Valarmathi

.. Petitioner

Vs.

The Executive Officer
Pappireddipatti Selection Grade
Town Panchayat
Pappireddipatti
Dharmapuri District - 636 905.

.. Respondent

Prayer:

Writ Petition is filed under Article 226 of the Constitution of India, praying for issuance of a Writ of Certiorarified Mandamus calling for the records relating to the impugned order of the respondent in Na.Ka.No.79/2022/A1 dated 14.03.2022, quash the same and directing the respondent to renew the lease for the petitioner's shop No.2, Pappireddipatti bus stand for the year 2022-2023 by accepting the renewal fee as per the provisions of G.O.Ms.No.92, Municipal Administration and Water Supply Department, dated 03.07.2007.

For Petitioner : Mr.P.Manoj Kumar

For Respondent : Mr.Abishek Murthy
Government Advocate

O R D E R

Writ Petition is filed challenging the impugned order of the respondent dated 14.03.2022 and for a direction to the respondent to renew the lease for the petitioner's shop No.2, Pappireddipatti bus stand for the year 2022-2023 by accepting the renewal fee as per the provisions of G.O.Ms.No.92, Municipal Administration and Water Supply Department, dated 03.07.2007.



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2. Heard the learned counsel appearing for the petitioner as well as Mr. Abishek Murthy, learned Government Advocate, who takes notice for the respondent and perused the entire materials on record.

3. According to the petitioner, he became lessee for shop No.2 in Pappireddipatti Bus Stand, Dharmapuri District, belonging to the respondent Panchayat. Originally, the said shop was allotted to the petitioner on lease for the year 2007 - 2008 in public auction-cum-tender. Subsequently, lease was renewed every year on payment of one year advance lease amount, lease was renewed in favour of the petitioner in 2008 - 2009, 2009 - 2010, 2010 - 2011, 2011 - 2012 and 2012 - 2013. He was regularly paying the lease amount. While so, on 31.12.2013, the respondent issued a notice stating that lease granted to the petitioner has expired and directed the petitioner to vacate and hand over the shop to the respondent to allot space for Tamil Nadu State Transport Corporation. The petitioner filed Writ Petition No.9075 of 2014 challenging the said notice and for a direction to the respondent to extend the lease for the period from 01.04.2014 to 31.03.2015. This Court, by the order dated 27.03.2014 granted interim stay of operation of the said notice. In view of the same, the petitioner continued to run business in the said shop on payment of lease amount every year as per G.O.Ms.No.92, Municipal Administration and Water Supply Department, dated 03.07.2007. This Court by the order dated 26.04.2018 dismissed the Writ Petition No.9075 of 2014 as 'infructuous'. After dismissal of the Writ Petition, the petitioner sent lease amount of Rs.9,108/- for renewal of the lease for the year 2022 - 2023 by cheque No.850915 dated 30.12.2021. The respondent has returned the said cheque by the impugned order stating that no information is available in the respondent office regarding the lease of the petitioner. Challenging the said order, the petitioner has come out with the present Writ Petition.

4. The learned Government Advocate appearing for the respondent submitted that originally, lease was granted to the petitioner in the year 2007 - 2008 for one year. In the year 2013, when the petitioner was directed to vacate the shop, he filed Writ Petition and obtained interim orders. The said Writ Petition was dismissed as infructuous. Subsequently, the lease was not renewed. In view of the same, the respondent has returned the cheque sent by the petitioner as there is no record available in the respondent office to show that petitioner is a lessee. Without any lease, the petitioner is occupying the shop and prayed for dismissal of the Writ Petition.



5. According to the petitioner, he is lessee and as per G.O.Ms.No.92, Municipal Administration and Water Supply Department, dated 03.07.2007, he continued to run his business in shop No.2 at Pappireddipatti Bus Stand, Dharmapuri District, on payment of lease amount every year. The petitioner has not produced any material to show that his lease was renewed every year upto 2021 - 2022. The respondent has returned the cheque sent by the petitioner for renewal of lease for the year 2022 - 2023 as there is no record to show that petitioner is a lessee. Inasmuch as the petitioner has failed to produce any materials to show that lease in his favour was renewed till 2021 - 2022, the petitioner is not entitled to the relief sought for in the present Writ Petition.

6. For the above reasons, the Writ Petition stands dismissed. No costs. Consequently, connected Miscellaneous Petition is closed.

Sd/-
Assistant Registrar(CS VIII)

//True Copy//

Sub Assistant Registrar

kj

To

The Executive Officer
Pappireddipatti Selection Grade
Town Panchayat
Pappireddipatti
Dharmapuri District - 636 905.

+1cc to Mr.P.Rajendran, Advocate, S.R.No.24435

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NK (CO)
PM/27/04/2022