



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 21.03.2022

CORAM

THE HONOURABLE MR.JUSTICE C.SARAVANAN

W.P. (MD) .No.8010 of 2021

and

W.M.P(MD) .No.6106 of 2021

P.Maluventhi

... Petitioner

Vs.

1.The Managing Director,
State Industrial Promotion Corporation of
Tamilnadu Limited,
19A, Rukmani Lakshmipathy Road,
Post Box-7223, Egmore,
Chennai-600 008.

2.The Project Manager,
SIPCOT Industrial Complex,
Manamadurai-630 606.

3.The Estate Officer,
State Industries Promotion Corporation of
Tamilnadu Limited,
Sivagangai Main Road,
Manamadurai,
Sivagangai District-630 606.

...Respondents

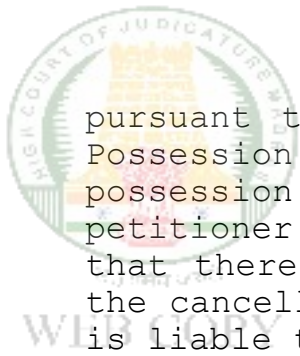
Prayer : Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Certiorarified Mandamus, calling for the records relating to the proceedings in pursuant to the Order in Letter No.P-II/SIC-MNM/RWEW/2020 dated 31.12.2020 on the file of the first respondent and quash the same and further directing the respondents to measure and identify the plot bearing Plot No.F8, SIPCOT Industrial Complex, Manamadurai.

For Petitioner : Mr.S.Shanmugavel

For Respondents : Mr.N.Adithyavijayalayan
Standing Counsel

ORDER

The petitioner has challenged the impugned order, dated 31.12.2020 of the first respondent. By the impugned order, the land allotted to the petitioner has been cancelled. The petitioner has enclosed a copy of the lease deed dated 26.06.2012, executed



pursuant to the allotment order dated 18.03.2012, and copy of the Possession Letter dated 18.07.2012, evidencing taking over the possession of the allotted land. It is the specific case of the petitioner that the land was not developed by the respondents and that there was a difficulty in identifying the land and therefore, the cancellation of allotment, vide impugned order dated 31.12.2020, is liable to be interfered.

2. It is noticed that the petitioner was required to comply with the terms of the allotment order, dated 18.03.2012 of respondent SIPCOT, Condition No.VIII Clause 3 stipulates that within thirty months from the date of said order, the petitioner was required to implement the project and also commence commercial production and that failure to implement the project within such time would entail respondent SIPCOT to cancel the allotment and forfeiture of initial deposit and development charges paid towards the extent allotted. The relevant portion from the aforesaid allotment order reads as under:

3.The allottee shall comply with the conditions stipulated in Column (2) of the table within the period prescribed in Column (3) as under:

<i>S.No.</i> <i>(1)</i>	<i>Conditions</i> <i>(2)</i>	<i>Time Limit</i> <i>(3)</i>
<i>Viii</i>	<i>Implementation of the project/commercial production.</i>	<i>Within 30 months from the date of this order. Failure will entail cancellation of allotment and forfeiture of initial deposit and development charges paid towards the extent allotted</i>

3. The petitioner has also executed a lease deed, dated 26.06.2012, pursuant to the aforesaid allotment order, dated 18.03.2012, Condition No.VIII Clause 3 of allotment order, dated 18.03.2012 is reflected in clause 17 of the lease deed, dated 26.06.2012, which reads as under:

"17. The allottee shall commence commercial production/trial production within 30 months from the date of allotment order. Failure will entail cancellation of allotment and forfeiture of total amount paid towards the extent allotted.

18. The party of the second part shall have to commence construction of buildings within six months from the date of allotment order and be completed within 24 months from the date of allotment order. Before commencing such construction of works on the allotted plot, the allottee should strictly follow the following building regulations prescribed, among others."



4. The admitted facts of the case are that the petitioner has neither commenced the construction nor used the allotted space for commercial production. The terms of the contract and the allotment orders are clear. Having failed to implement the project, the petitioner cannot ask for an interference at this stage. That apart, the learned counsel for the respondents submits that the petitioner was evicted in terms of the Provisions of Tamil Nadu Public Premises Unauthorised Occupation Act on 29.03.2021. There is therefore no merits in the present writ petition. All that required at this stage is only for cancellation of lease deed, dated 18.03.2021. Therefore, the writ petition stands dismissed. No costs. Consequently, the connected Miscellaneous Peititon is closed.

Sd/-

Assistant Registrar (T&P)

// True Copy //

/ /2022

Sub Assistant Registrar(CS)

sn

To

1.The Managing Director,
State Industrial Promotion Corporation of
Tamilnadu Limited,
19A, Rukmani Lakshmipathy Road,
Post Box-7223, Egmore,
Chennai-600 008.

2.The Project Manager,
SIPCOT Industrial Complex,
Manamadurai-630 606.

3.The Estate Officer,
State Industries Promotion Corporation of
Tamilnadu Limited,
Sivagangai Main Road,
Manamadurai,
Sivagangai District-630 606.

+1 CC to M/s.G.PRABHU RAJADURAI, Advocate (SR-13416[F] dated
22/03/2022)

**W.P. (MD) .No.8010 of 2021
21.03.2022**

MGJ(04.04.2022) 3P 5C