



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

RESERVED ON : 08.03.2022

DELIVERED ON : 23.03.2022

CORAM

THE HONOURABLE MR.JUSTICE **ABDUL QUDDHOSE**

W.P. (MD) Nos.14821, 14874, 14882, 14935 to 14939, 14942 to 14944, 14965 to 14970, 14972, 14974, 14976, 15012, 15013, 15015 to 15017, 15082 to 15084, 15120, 15121, 15132, 15133, 17543, 17545 to 17548, 17550 to 17555, 17566 to 17570, 17573 to 17575 and 17577 to 17585 of 2021 and

W.M.P (MD) Nos.11741, 11742, 11786, 11787, 11795, 11796, 11831, 11832, 11833, 11834, 11835, 11836, 11837, 11839, 11840, 11841, 11844, 11845, 11846, 11848, 11849, 11852, 11854, 11855, 11856, 11857, 11858, 11859, 11860, 11861, 11896, 11897, 11899, 11900, 11901, 11902, 11904, 11905, 11906, 11909, 11911, 11912, 11913, 11914, 11915, 11916, 11917, 11919, 11920, 11921, 11922, 11926, 11927, 11928, 11929, 11930, 11931, 11950, 11951, 11953, 11954, 11955, 11956, 11957, 11958, 11959, 11960, 11961, 11962, 11963, 11965, 11969, 11996, 11997, 11999, 12000, 12001, 12002, 12003, 12004, 12005, 12062, 12065, 12068, 12071, 12072, 12073, 12074, 12076, 12079, 12083, 12084, 12085, 14380, 14381, 14382, 14383, 14384, 14385, 14386, 14387, 14388, 14389, 14390, 14391, 14392, 14394, 14398, 14399, 14401, 14402, 14403, 14404, 14406, 14407, 14408, 14409, 14410, 14411, 14412, 14413, 14414, 14415, 14416, 14417, 14418, 14430, 14431, 14432, 14433, 14434, 14435, 14436, 14437, 14438, 14439, 14440, 14441, 14443, 14442, 14447, 14448, 14450, 14451, 14452, 14453, 14454, 14455, 14457, 14458, 14459, 14460, 14461, 14462, 14463, 14464, 14466, 14467, 14468, 14469, 14470, 14471, 14472, 14473, 14474, 14475, 14476, 14477, 14481, 14482, 14483, 14484, 14485, 14486, 14487, 14488, 14489, 16483, 16488, 16491, 16492, 16493, 16531, 16535, 16536, 16538, 16540, 16552, 16566, 16567, 16571, 16572, 16575, 16576, 16577, 16578, 16579, 16580, 16581 of 2021, 3530, 3554 and 3591 of 2022

S.Sudhan Selvam	... Petitioner in WP (MD) No.14821 of 2021
R.Ganesan	... Petitioner in WP (MD) No.14874 of 2021
D.Anbazhagan	... Petitioner in WP (MD) No.14882 of 2021
M.Ramasankaran	... Petitioner in WP (MD) No.14935 of 2021
K.Durairaj	... Petitioner in WP (MD) No.14936 of 2021
T.Ramalingam	... Petitioner in WP (MD) No.14937 of 2021
K.Kalpana	... Petitioner in WP (MD) No.14938 of 2021
M.Senthilkumar	... Petitioner in WP (MD) No.14939 of 2021
S.Karthikeyan	... Petitioner in WP (MD) No.14942 of 2021
T.Raja	... Petitioner in WP (MD) No.14943 of 2021
M.Arulanandu	... Petitioner in WP (MD) No.14944 of 2021



Kannan
A.Mahalakshmi
S.Rajasekaran

K.Rajkumar

R.Sheela

S.Syed Murthsha

S.Sambasivam

P.Rajkumar

A.Mahalakshmi

M.Ayyappan

R.Srimathi

J.Suguna

P.Pandian

T.Panneer Selvam

S.R.Ramalingam

R.Vinobarath

P.Ramesh Kumar

K.Ramaiyan

R.Vinobarath

R.K.Rajesh

P.Babu

P.Rajkumar

R.Srimathi

K.Duraiaraj

S.Rajasekaran

R.Sheela

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P.Pandian

S.Syed Murthsha

S.Sambasivam

M.Arulanandu

Kannan

<https://hcservices.ecourts.gov.in/hcservices/>

... Petitioner in WP (MD) No.14965 of 2021
... Petitioner in WP (MD) No.14966 of 2021
... Petitioner in WP (MD) No.14967 of 2021
... Petitioner in WP (MD) No.14968 of 2021
... Petitioner in WP (MD) No.14969 of 2021
... Petitioner in WP (MD) No.14970 of 2021
... Petitioner in WP (MD) No.14972 of 2021
... Petitioner in WP (MD) No.14974 of 2021
... Petitioner in WP (MD) No.14976 of 2021
... Petitioner in WP (MD) No.15012 of 2021
... Petitioner in WP (MD) No.15013 of 2021
... Petitioner in WP (MD) No.15015 of 2021
... Petitioner in WP (MD) No.15016 of 2021
... Petitioner in WP (MD) No.15017 of 2021
... Petitioner in WP (MD) No.15082 of 2021
... Petitioner in WP (MD) No.15083 of 2021
... Petitioner in WP (MD) No.15084 of 2021
... Petitioner in WP (MD) No.15120 of 2021
... Petitioner in WP (MD) No.15121 of 2021
... Petitioner in WP (MD) No.15132 of 2021
... Petitioner in WP (MD) No.15133 of 2021
... Petitioner in WP (MD) No.17543 of 2021
... Petitioner in WP (MD) No.17545 of 2021
... Petitioner in WP (MD) No.17546 of 2021
... Petitioner in WP (MD) No.17547 of 2021
... Petitioner in WP (MD) No.17548 of 2021
... Petitioner in WP (MD) No.17550 of 2021
... Petitioner in WP (MD) No.17551 of 2021
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... Petitioner in WP (MD) No.17554 of 2021
... Petitioner in WP (MD) No.17555 of 2021
... Petitioner in WP (MD) No.17566 of 2021
... Petitioner in WP (MD) No.17567 of 2021



K.Kalpana	... Petitioner in WP (MD) No.17568 of 2021
T.Ramalingam	... Petitioner in WP (MD) No.17569 of 2021
K.Ramaiyan	... Petitioner in WP (MD) No.17570 of 2021
D.Anbalagan	... Petitioner in WP (MD) No.17573 of 2021
M.Ayyappan	... Petitioner in WP (MD) No.17574 of 2021
R.Vinobarath	... Petitioner in WP (MD) No.17575 of 2021
S.Karthikeyan	... Petitioner in WP (MD) No.17577 of 2021
R.Vinobarath	... Petitioner in WP (MD) No.17578 of 2021
T.Raja	... Petitioner in WP (MD) No.17579 of 2021
Rajesh	... Petitioner in WP (MD) No.17580 of 2021
S.R.Ramalingam	... Petitioner in WP (MD) No.17581 of 2021
R.Ganesan	... Petitioner in WP (MD) No.17582 of 2021
M.Ramasankaran	... Petitioner in WP (MD) No.17583 of 2021
T.Panneer Selvam	... Petitioner in WP (MD) No.17584 of 2021
Babu	... Petitioner in WP (MD) No.17585 of 2021

vs.

1.The State of Tamil Nadu,
represented by the Secretary,
Municipal Administration and Water Supply Department,
Secretariat, Fort St.George, Chennai - 9.

2.The Tanjore Corporation,
represented by its Commissioner-cum-Special Officer,
Aringnar Anna Arangam, RMH Road,
Tanjore District. ... Respondents in WP (MD).14821 of 2021

Thanjavur Municipal Corporation,
Rep by its Commissioner Cum Special Officer,
Thanjavur.

... **Respondent in WP (MD) No.14874, 14882, 17543, 17545 to 17548,
17550 to 17555, 17566 to 17570, 17573 to 17575,
17577 to 17585 of 2021**

1.The Secretary to Government,
Department of Municipal Administration
and Water Supply,
Government of Tamil Nadu,
Fort St. George, Chennai 9.

2.The Director of Municipal Administration,
Chepauk, Chennai 5.



3.The Commissioner-Cum-Special Officer,
Thanjavur Corporation,
Thanjavur District.

... Respondents in WP(MD)Nos.14935 to 14939,
14942 to 14944, 14965 to 14970, 14972 14974, 14976,
15012, 15013, 15015 to 15017, 15082, 15083,
15084,15120, 15121, 15132 & 15133 of 2021

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PRAYER in WP(MD).14821 of 2021: Writ Petition filed under Article 226 of the Constitution of India for issuance of Writ of Certiorarified Mandamus, to call for the records pertaining to the impugned Order in Na.Ka.No.7485/2015/MCA5 dated 27.07.2021 on the file of the respondent No.2 and quash the same as illegal and consequently, to forbear the respondent No.2 from evicting the petitioner from his shop at Thanjavur New Bus Stand, Tanjore District without following due process of law.

Prayer in WP(MD)No.14874 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a WRIT OF CERTIORARI calling for records relating to the impugned notification issued by the respondent in Na.Ka.No.7485/2015/MCA5 dated 27.07.2021 published in the Dina Thanthi Daily on 11.08.2021 insofar as it relates to Shop No.17, Phase II New Corporation Bus Stand, Thanjavur is concerned and quash the same as illegal pass such further or other orders as this Honble court may deem fit and proper in the circumstances of the case and thus render justice.

Prayer in WP(MD)No.14882 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a Writ of Certiorari, calling of the records pertaining to the impugned paper publication of the Respondent herein Na.Ka.No.7485/2015/M.C.A5 in Resolution No.207 dt.27.07.2021 and published in Thina Thanthi Thanjavur edition dt.11.08.2021 in respect of Shop No.1 in Vallam Main Road, Front Portion, right side North Area (Phase II) in New bus Stand, Thanjavur Corporation, Thanjavur and quash the same and pass such further or other orders as this Honble Court may deem fit and proper in the circumstances of the case and thus render justice.

Prayer in WP(MD)No.14935 of 2021 :- Writ Petition is 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 impugned public Auction-Cum-Tender Notification in Na.Ka.No.7485/2015/M.C.A5) dt.27.07.2021 issued by the 3rd respondent as per Resolution No.207 dt.27.07.2021 and published in Dinathanthi Tamil New Paper, Thanjavur dt. 11.08.2021, quash the same in so far as petitioners Shop No.19, C-Block, Phase-II, in SI.2 therein is concerned, and consequently forbear the respondents herein, their officials, subordinates and their men from in any



manner interfering with the petitioners peaceful possession and enjoyment during subsistence of lease of Shop No.19, C-Block, Phase-II, in Sl.2 Right Side of Northern Entrance of Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.14936 of 2021 :- Writ Petition is 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 impugned public Auction-Cum-Tender Notification in Na.Ka.No.7485/2015/M.C.A5) dt. 27.07.2021 issued by the 3rd respondent as per Resolution No.207 dt. 27.07.2021 and published in Dinathanthi Tamil New Paper, Thanjavur dt. 11.08.2021, quash the same in so far as petitioners Shop No.18, Phase-I in SI.1 therein is concerned, and consequently forbear the respondents herein, their officials, subordinates and their men from in any manner interfering with the petitioners peaceful possession and enjoyment during subsistence of lease of Shop No.18, Phase-I, New Bus Stand Opp. Left Side, Sothern Portion, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.14937/ 2021 :- Writ Petition is 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 impugned Public Auction-Cum-Tender Notification in Na.Ka.No.7485/2015/M.C.A5) dt. 27.07.2021 issued by the 3rd respondent as per Resolution No.207 dt. 27.07.2021 and published in Dinathanthi Tamil New Paper, Thanjavur dt. 11.08.2021, quash the same in so far as petitioners Shop No.4, C-Block Phase-II at SI.2 therein is concerned, and consequently forbear the respondents herein, their officials, subordinates and their men from in any manner interfering with the petitioners possession and enjoyment during subsistence of lease of Shop No.4, C-Block Phase-II New Bus Stand Right Side Entrance Northern Portion, Thanjavur.

Prayer in WP(MD)No.14938 of 2021 :- Writ Petition is 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 impugned public Auction-Cum-Tender Notification in Na.Ka.No.7485/2015/M.C.A5) dt. 27.07.2021 issued by the 3rd respondent as per Resolution No.207 dt. 27.07.2021 and published in Dinathanthi Tamil New Paper, Thanjavur dt. 11.08.2021, quash the same in so far as petitioners Shop No.20, C-Block, Phase-II at Sl. No.2 therein is concerned, and consequently forbear the respondents herein, their officials, subordinates and their men from in any manner interfering with the petitioners possession and enjoyment during subsistence of lease of Shop No.20, C-Block, Phase-II, New Bus Stand at the right entrance of North Side of Thanjavur New Bus Stand, Thanjavur District.

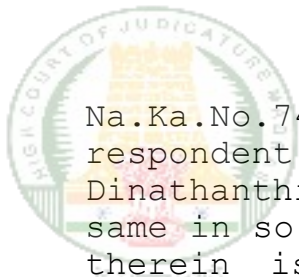


Prayer in WP(MD)No.14939 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a Writ of Certiorarified Mandamus calling for the records relating to the impugned public Auction-Cum-Tender Notification in Na.Ka.No.7485/2015/M.C.A5) dt. 27.07.2021 issued by the 3rd respondent as per Resolution No.207 dt. 27.07.2021 and published in Dinathanthi Tamil New Paper, Thanjavur dt. 11.08.2021, quash the same in so far as petitioners Shop No.15, C-Block, Phase-II, in SI.2 therein is concerned, and consequently forbear the respondents herein, their officials, subordinates and their men from in any manner interfering with the petitioners peaceful possession and enjoyment during subsistence of lease of Shop No.15, C-Block, Phase-II, New Bus Stand at the right entrance of north Side of Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.14942 of 2021 :-Writ Petition is 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 impugned public Auction-Cum-Tender Notification in Na.Ka.No.7485/2015/M.C.A5) dt. 27.07.2021 issued by the 3rd respondent as per Resolution No.207 dt. 27.07.2021 and published in Dinathanthi Tamil New Paper, Thanjavur dt. 11.08.2021, quash the same in so far as petitioners Shop No.12, C-Block, Phase-II, in SI.2 therein is concerned, and consequently forbear the respondents herein, their officials, subordinates and their men from in any manner interfering with the petitioners peaceful possession and enjoyment during subsistence of lease of Shop No.12, C-Block, Phase-II, in SI.2 Right Side of Northern Entrance of Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.14943 of 2021 :- Writ Petition is 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 impugned public Auction-Cum-Tender Notification in Na.Ka.No.7485/2015/M.C.A5) dt. 27.07.2021 issued by the 3rd respondent as per Resolution No.207 dt. 27.07.2021 and published in Dinathanthi Tamil New Paper, Thanjavur dt. 11.08.2021, quash the same in so far as petitioners Shop No.3, C-Block, Phase-II, in SI.2 therein is concerned, and consequently forbear the respondents herein, their officials, subordinates and their men from in any manner interfering with the petitioners peaceful possession and enjoyment during subsistence of lease of Shop No.3, C-Block, Phase-II, New Bus Stand at the right entrance of North Side of Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.14944 of 2021 :- Writ Petition is 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 impugned public Auction-Cum-Tender Notification in

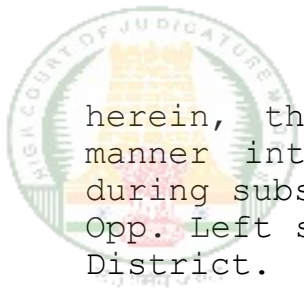


Na.Ka.No.7485/2015/M.C.A5) dt. 27.07.2021 issued by the 3rd respondent as per Resolution No.207 dt. 27.07.2021 and published in Dinathanthi Tamil New Paper, Thanjavur dt. 11.08.2021, quash the same in so far as petitioners Shop No.16, C-Block, Phase-II, in SI.2 therein is concerned, and consequently forbear the respondents herein, their officials, subordinates and their men from in any manner interfering with the petitioners peaceful possession and enjoyment during subsistence of lease of Shop No.16, C-Block, Phase-II, in SI.2 Right Side of Northern Entrance of Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.14965 of 2021 :- Writ Petition is 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 impugned public Auction-Cum-Tender Notification in Na.Ka.No.7485/2015/M.C.A5) dt. 27.07.2021 issued by the 3rd respondent as per Resolution No.207 dt. 27.07.2021 and published in Dinathanthi Tamil News Paper, Thanjavur dt. 11.08.2021, quash the same in so far as petitioners Shop No.14, C-Block, Phase-II, in SI.2 therein is concerned, and consequently forbear the respondents herein, their officials, subordinates and their men from in any manner interfering with the petitioners peaceful possession and enjoyment during subsistence of lease of Shop No.14, C-Block, Phase-II, in SI.2 Right Side of Northern Entrance of Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.14966 of 2021 :- Writ Petition is 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 impugned public Auction-Cum-Tender Notification in Na.Ka.No.7485/2015/M.C.A5) dt. 27.07.2021 issued by the 3rd respondent as per Resolution No.207 dt. 27.07.2021 and published in Dinathanthi Tamil News Paper, Thanjavur dt. 11.08.2021, quash the same in so far as petitioners Shop No.21, D, Phase-I, in SI.1 Therein is concerned, and consequently forbear the respondents herein, their officials, subordinates and their men from in any manner interfering with the petitioners peaceful possession and enjoyment during subsistence of lease of Shop No.21,D, Phase-I, New Bus Stand opp. left side, southerin portion, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.14967 of 2021 :- Writ Petition is 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 impugned public Auction-Cum-Tender Notification in Na.Ka.No.7485/2015/M.C.A5) dt. 27.07.2021 issued by the 3rd respondent as per Resolution No.207 dt. 27.07.2021 and published in Dinathanthi Tamil News Paper, Thanjavur dt. 11.08.2021, quash the same in so far as petitioners Shop No.13, D, Phase-I, in SI.1 therein is concerned, and consequently forbear the respondents

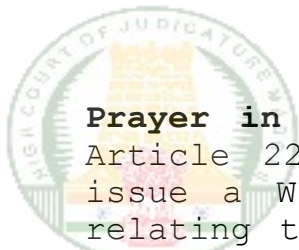


herein, their officials, subordinates and their men from in any manner interfering with the petitioners possession and enjoyment during subsistence of lease of Shop No.13, D, Phase-I, New Bus Stand Opp. Left side, Southern Portion, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.14968 of 2021 :- Writ Petition is 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 impugned public Auction-Cum-Tender Notification in Na.Ka.No.7485/2015/M.C.A5) dt. 27.07.2021 issued by the 3rd respondent as per Resolution No.207 dt. 27.07.2021 and published in Dinathanthi Tamil News Paper, Thanjavur dt. 11.08.2021, quash the same in so far as petitioners Shop No.14, D, Phase-I, in SI.1 therein is concerned, and consequently forbear the respondents herein, their officials, subordinates and their men from in any manner interfering with the petitioners possession and enjoyment during subsistence of lease of Shop No.14, D, Phase-I, New Bust Stand Left, Southern Portion, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.14969 of 2021 :- Writ Petition is 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 impugned Public Auction-Cum-Tender Notification in Na.Ka.No.7485/2015/M.C.A5) dt. 27.07.2021 issued by the 3rd respondent as per Resolution No.207 dt. 27.07.2021 and published in Dinathanthi Tamil News Paper, Thanjavur dt. 11.08.2021, quash the same in so far as petitioners Shop No.12, D, Phase-I, in SI.1 therein is concerned, and consequently forbear the respondents herein, their officials, subordinates and their men from in any manner interfering with the petitioners peaceful possession and enjoyment during subsistence of lease of Shop No.12, D, Phase-I, New Bus Stand, Opp. Left side, Souther Portion, Thanjavur District.

Prayer in WP(MD)No.14970 of 2021 :- Writ Petition is 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 impugned public Auction-Cum-Tender Notification in Na.Ka.No.7485/2015/M.C.A5) dt. 27.07.2021 issued by the 3rd respondent as per Resolution No.207 dt. 27.07.2021 and published in Dinathanthi Tamil News Paper, Thanjavur dt. 11.08.2021, quash the same in so far as petitioners Shop No.16, D, Phase-I, in SI.1 therein is concerned, and consequently forbear the respondents herein, their officials, subordinates and their men from in any manner interfering with the petitioners possession and enjoyment during subsistence of lease of Shop No.16, D, Phase-I, New Bust Stand Left, Southern Portion, Thanjavur New Bus Stand, Thanjavur District.

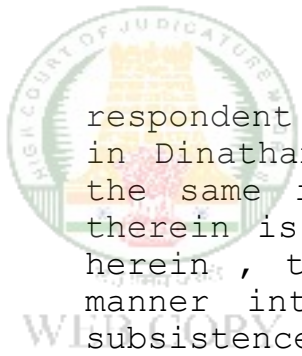


Prayer in WP(MD)No.14972 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a Writ of Certiorarified Mandamus calling for the records relating to the impugned public Auction-Cum-Tender Notification in Na.Ka.No.7485/2015/M.C.A5) dt. 27.07.2021 issued by the 3rd respondent as per Resolution No.207 dt. 27.07.2021 and published in Dinathanthi Tamil News Paper, Thanjavur dt. 11.08.2021, quash the same in so far as petitioners Shop No.10, D-Block, Phase-I, in SI.1 therein is concerned, and consequently forbear the respondents herein, their officials, subordinates and their men from in any manner interfering with the petitioners peaceful possession and enjoyment during subsistence of lease of Shop No.10, D-Block, Phase-I, New Bus Stand Opp. Left Side, Souther Portion, Thanjanvur New Bus Stand, Thanjavur.

Prayer in WP(MD)No.14974 of 2021 :- Writ Petition is 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 impugned public Auction-Cum-Tender Notification in Na.Ka.No.7485/2015/M.C.A5) dt. 27.07.2021 issued by the 3rd respondent as per Resolution No.207 dt. 27.07.2021 and published in Dinathanthi Tamil News Paper, Thanjavur dt. 11.08.2021, quash the same in so far as petitioners Shop No.6, D-Block, Phase-I, in SI.1 therein is concerned, and consequently forbear the respondents herein, their officials, subordinates and their men from in any manner interfering with the petitioners peaceful possession and enjoyment during subsistence of lease of Shop No.6, D-Block, Phase-I, in Sl.1 New Bus Stand Opp. Left Side, Southern Portion Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.14976 of 2021 :- Writ Petition is 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 impugned public Auction-Cum-Tender Notification in Na.Ka.No.7485/2015/M.C.A5) dt. 27.07.2021 issued by the 3rd respondent as per Resolution No.207 dt. 27.07.2021 and published in Dinathanthi Tamil News Paper, Thanjavur dt. 11.08.2021, quash the same in so far as petitioners Shop No.22, D Phase-I, in SI.1 therein is concerned, and consequently forbear the respondents herein, their officials, subordinates and their men from in any manner interfering with the petitioners peaceful possession and enjoyment during subsistence of lease of Shop No.22, D Phase-I, New Bus Stand Opp.Left Side, Southern Portion, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.15012 of 2021 :- Writ Petition is 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 impugned Public Auction - cum - Tender Notification in Na.Ka.No.7485/2015/M.C.A5 dated 27/07/2021 issued by the 3rd



respondent as per Resolution No.207 dated 27/07/2021 and published in Dinathanthi Tamil News Paper, Thanjavur dated 11/08/2021, quash the same in so far as petitioners shop No.23 , C-Block in Sl.2 therein is concerned , and consequently forbear the 3rd respondent herein , their officials , subordinates and their men from in any manner interfering with the petitioners running business during subsistence of lease of Shop No.23, C-Block, Phase-II, New Bus Stand at the right entrance of North Side of Thanjavur.

Prayer in WP(MD)No.15013 of 2021 :- Writ Petition is 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 impugned Public Auction - cum - Tender Notification in Na.Ka.No.7485/2015/M.C.A5 dated 27/07/2021 issued by the 3rd respondent as per Resolution No.207 dated 27/07/2021 and published in Dinathanthi Tamil News Paper, Thanjavur dated 11/08/2021, quash the same in so far as petitioners shop No.17, Phase-I, in Sl.1 therein is concerned , and consequently forbear the respondent herein, their officials , subordinates and their men from in any manner interfering with the petitioners possession and enjoyment during subsistence of lease of Shop No.17, Phase-I, New Bus Stand Opp. Left Side, Souther Portion, Thanjavur New Bus Stand, Thanjavur.

Prayer in WP(MD)No.15015 of 2021 :- Writ Petition is 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 impugned Public Auction - cum - Tender Notification in Na.Ka.No.7485/2015/M.C.A5 dated 27/07/2021 issued by the 3rd respondent as per Resolution No.207 dated 27/07/2021 and published in Dinathanthi Tamil News Paper, Thanjavur dated 11/08/2021, quash the same in so far as petitioners shop No.8, Phase-I, in Sl.1 therein is concerned, and consequently forbear the respondent herein, their officials , subordinates and their men from in any manner interfering with the petitioners possession and enjoyment during subsistence of lease of Shop No.8, Phase-I, New Bus Stand Opp. Left Side, Souther Portion, Thanjavur New Bus Stand, Thanjavur.

Prayer in WP(MD)No.15016 of 2021 :- Writ Petition is 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 impugned Public Auction - cum - Tender Notification in Na.Ka.No.7485/2015/M.C.A5 dated 27/07/2021 issued by the 3rd respondent as per Resolution No.207 dated 27/07/2021 and published in Dinathanthi Tamil News Paper, Thanjavur dated 11/08/2021, quash the same in so far as petitioners shop No.20, Phase - I, in Sl.1 therein is concerned, and consequently forbear the respondents herein, their officials, subordinates and their men from in any manner interfering with petitioners possession and enjoyment during subsistence of lease of Shop No.20, phase-I, New Bus Stand opp. Left



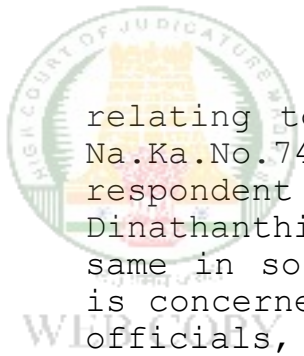
Side, Southern Portion, Thanjavur New Bus Stand, Thanjavur.

Prayer in WP(MD)No.15017 of 2021 :- Writ Petition is 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 impugned Public Auction - cum - Tender Notification in Na.Ka.No.7485/2015/M.C.A5 dated 27/07/2021 issued by the 3rd respondent as per Resolution No.207 dated 27/07/2021 and published in Dinathanthi Tamil News Paper, Thanjavur dated 11/08/2021, quash the same in so far as petitioners shop No.2, Phase- II in SI.2 therein is concerned, and consequently forbear the respondents herein, their officials, subordinates and their men from in any manner interfering with the petitioners peaceful possession and enjoyment during subsistence of the lease of shop No.2, Phase- II in SI.2 Right side of the Northern entrance of Thanjavur New Bus Stand, Thanjavur.

Prayer in WP(MD)No.15082 of 2021 :- Writ Petition is 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 impugned public Auction-Cum-Tender Notification in Na.Ka.No.7485/2015/M.C.A5 dt. 27.07.2021 issued by the 3rd respondent as per Resolution No.207 dt. 27.07.2021 and published in Dinathanthi Tamil News Paper, Thanjavur dt. 11.08.2021, quash the same in so far as petitioners Shop No.5, C-Block, Phase-II, in SI.2 therein is concerned, and consequently forbear the respondents herein, their officials, subordinates and their men from in any manner interfering with the petitioners peaceful possession and enjoyment during subsistence of lease of Shop No.5, C-Block, Phase-II, New Bus Stand at the Right Entrance of North Side of Thanjavur New Bus Stand, Thanjavur.

Prayer in WP(MD)No.15083 of 2021 :- Writ Petition is 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 impugned public Auction-Cum-Tender Notification in Na.Ka.No.7485/2015/M.C.A5 dt. 27.07.2021 issued by the 3rd respondent as per Resolution No.207 dt. 27.07.2021 and published in Dinathanthi Tamil News Paper, Thanjavur dt. 11.08.2021, quash the same in so far as petitioners Shop No.22, C-Block, Phase-II, in SI.2 therein is concerned, and consequently forbear the respondents herein, their officials, subordinates and their men from in any manner interfering with the petitioners peaceful possession and enjoyment during subsistence of lease of Shop No.22, C-Block, Phase-II, New Bus Stand at the right entrance of North Side of Thanjavur New Bus Stand, Thanjavur.

Prayer in WP(MD)No.15084 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a Writ of Certiorarified Mandamus calling for the records

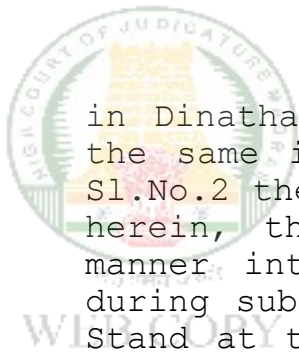


relating to the impugned public Auction-Cum-Tender Notification in Na.Ka.No.7485/2015/M.C.A5 dt. 27.07.2021 issued by the 3rd respondent as per Resolution No.207 dt. 27.07.2021 and published in Dinathanthi Tamil News Paper, Thanjavur dt. 11.08.2021, quash the same in so far as petitioners Shop No.24, Phase-I, in SI.1 therein is concerned, and consequently forbear the respondents herein, their officials, subordinates and their men from in any manner interfering with the petitioners possession and enjoyment during subsistence of lease of Shop No.24, Phase-I, New Bus Stand Opp.Left Side, Southern Portion, Thanjavur New Bus Stand, Thanjavur.

Prayer in WP(MD)No.15120 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a Writ , order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned Public Auction Cum - Tender Notification in Na.Ka.No.7485 / 2015 / M.C.A5) dated 27/07/2021 issued by the 3rd respondent as per Resolution No.207 dated 27/07/2021 and published in Dinathanthi Tamil News paper , Thanjavur dated 11/08/2021, quash the same in so far as petitioners shop No.24, C-Block, Phase-II in SI.2 therein is concerned, and consequently forbear the 3rd respondent herein, their officials, subordinates and their men from in any manner interfering with the petitioners peaceful possession and enjoyment during subsistence of lease of Shop No.24, Phase-II, New Bus Stand Opp. Right Side of Northern entrance of Thanjavur New Bus Stand, Thanjavur.

Prayer in WP(MD)No.15121 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a Writ , order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned Public Auction Cum - Tender Notification in Na.Ka.No.7485 / 2015 / M.C.A5) dated 27/07/2021 issued by the 3rd respondent as per Resolution No.207 dated 27/07/2021 and published in Dinathanthi Tamil News paper , Thanjavur dated 11/08/2021, quash the same in so far as petitioners shop No.21, C-Block , Phase - II in SI.2 therein is concerned , and consequently forbear the respondent herein , their officials , subordinates and their men from in any manner interfering with the petitioners possession and enjoyment during subsistence of lease of Shop No.21, C-Block, Phase-II, New Bus Stand Right entrance of the Northern side of Thanjavur New Bus Stand, Thanjavur.

Prayer in WP(MD)No.15132 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned Public Auction-cum-Tender notification in Na.Ka.No.7485/2015/M.C.A5) dated 27.07.2021 issued by the 3rd respondent as per Resolution No.207 dated 27.07.2021 and published



in Dinathanthi Tamil News Paper, Thanjavur dated 11.08.2021, quash the same in so far as petitioners shop No.8, C-Block Phase-II at Sl.No.2 there is concerned, and consequently forbear the respondents herein, their officials, subordinates and their men from in any manner interfering with the petitioners possession and enjoyment during subsistence of lease of Shop No.8, C-Block Phase-II New Bus Stand at the Right entrance of Northern side of Thanjavur New Bus Stand.

Prayer in WP(MD)No.15133 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned Public Auction-cum-Tender notification in Na.Ka.No.7485/2015/M.C.A5) dated 27.07.2021 issued by the 3rd respondent as per Resolution No.207 dated 27.07.2021 and published in Dinathanthi Tamil News Paper, Thanjavur dated 11.08.2021, quash the same in so far as petitioner's shop No.18, C-Block Phase-II at Sl.2 there is concerned, and consequently forbear the respondents herein, their officials, subordinates and their men from in any manner interfering with the petitioner's possession and enjoyment during subsistence of lease of Shop No.18, C-Block Phase-II in Sl.NO.2 Right side of the Northern entrance, Thanjavur New Bus Stand, Thanjavur.

Prayer in WP(MD)No.17543 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned notice Na.Ka.No.7485/2015/MCA5, dated 08.09.2021 of respondent by affixture and impugned termination order of respondent in Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 affixed on 20.09.2021 quash the same and consequently forbear the respondent, their officials, subordinates and their men from in any manner interfering with the petitioners possession during subsistence of lease of Shop No.6, D-Block Phase-I, New Bus Stand Left Side, Southern Portion, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.17545 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned notice Na.Ka.No.7485/2015/MCA5, dated 08.09.2021 of respondent by affixture and impugned termination order of respondent in Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 affixed on 20.09.2021 quash the same and consequently forbear the respondent, their officials, subordinates and their men from in any manner interfering with the petitioners possession during subsistence of lease of Shop No.17, D-Block Phase-I, New Bus Stand Left Side, Southern Portion, Thanjavur New Bus Stand, Thanjavur District.



Prayer in WP(MD)No.17546 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned notice Na.Ka.No.7485/2015/MCA5, dated 08.09.2021 of respondent by affixture and impugned termination order of respondent in Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 affixed on 20.09.2021 quash the same and consequently forbear the respondent, their officials, subordinates and their men from in any manner interfering with the petitioners possession during subsistence of lease of Shop No.18, D-Block Phase-I, New Bus Stand Left Side, Southern Portion, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.17547 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned notice Na.Ka.No.7485/2015/MCA5, dated 08.09.2021 of respondent by affixture and impugned termination order of respondent in Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 affixed on 20.09.2021 quash the same and consequently forbear the respondent, their officials, subordinates and their men from in any manner interfering with the petitioners possession during subsistence of lease of Shop No.11, D-Block Phase-I, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.17548 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned notice Na.Ka.No.7485/2015/MCA5, dated 08.09.2021 of respondent by affixture and impugned termination order of respondent in Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 affixed on 20.09.2021 quash the same and consequently forbear the respondent, their officials, subordinates and their men from in any manner interfering with the petitioners possession during subsistence of lease of Shop No.12, D-Block Phase-I, New Bus Stand Left Side, Southern Portion, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.17550 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned notice Na.Ka.No.7485/2015/MCA5, dated 08.09.2021 of respondent by affixture and impugned termination order of respondent in Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 affixed on 20.09.2021 quash the same and consequently forbear the respondent, their officials, subordinates and their men from in any manner interfering with the petitioners possession during subsistence of lease of Shop No.8, D-Block Phase-I, New Bus Stand Left Side, Southern Portion,



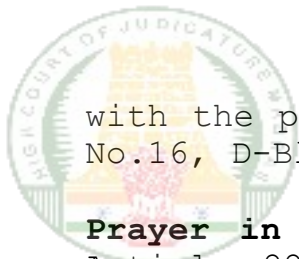
Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.17551 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned notice Na.Ka.No.7485/2015/MCA5, dated 08.09.2021 of respondent by affixture and impugned termination order of respondent in Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 affixed on 20.09.2021 quash the same and consequently forbear the respondent, their officials, subordinates and their men from in any manner interfering with the petitioners possession during subsistence of lease of Shop No.22, D-Block Phase-I, New Bus Stand Left Side, Southern Portion, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.17552 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned notice Na.Ka.No.7485/2015/MCA5, dated 08.09.2021 of respondent by affixture and impugned termination order of respondent in Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 affixed on 20.09.2021 quash the same and consequently forbear the respondent, their officials, subordinates and their men from in any manner interfering with the petitioners possession during subsistence of lease of Shop No.21, D-Block Phase-I, New Bus Stand Left Side, Southern Portion, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.17553 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned notice Na.Ka.No.7485/2015/MCA5, dated 08.09.2021 of respondent by affixture and impugned termination order of respondent in Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 affixed on 20.09.2021 quash the same and consequently forbear the respondent, their officials, subordinates and their men from in any manner interfering with the petitioners possession during subsistence of lease of Shop No.20, D-Block Phase-I, New Bus Stand Left Side, Southern Portion, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.17554 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned notice Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 of respondent by affixture and impugned termination order of respondent in Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 affixed on 20.09.2021 quash the same and consequently forbear the respondent, their officials, subordinates and their men from in any manner interfering



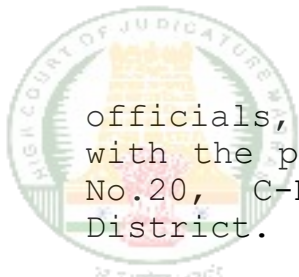
with the petitioners possession during subsistence of lease of Shop No.16, D-Block Phase-I, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.17555 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned notice Na.Ka.No.7485/2015/MCA5, dated 08.09.2021 of respondent by affixture and impugned termination order of respondent in Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 affixed on 20.09.2021 quash the same and consequently forbear the respondent, their officials, subordinates and their men from in any manner interfering with the petitioners possession during subsistence of lease of Shop No.10, D-Block Phase-I, New Bus Stand Left Side, Southern Portion, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.17566 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned notice Na.Ka.No.7485/2015/MCA5, dated 08.09.2021 of respondent by affixture and impugned termination order of respondent in Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 affixed on 20.09.2021 quash the same and consequently forbear the respondent, their officials, subordinates and their men from in any manner interfering with the petitioners possession during subsistence of lease of Shop No.16, C-Block in Phase-II, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.17567 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned notice Na.Ka.No.7485/2015/MCA5, dated 08.09.2021 of respondent by affixture and impugned termination order of respondent in Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 affixed on 20.09.2021 quash the same and consequently forbear the respondent, their officials, subordinates and their men from in any manner interfering with the petitioners possession during subsistence of lease of Shop No.14, C-Block Phase-II, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.17568 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned notice Na.Ka.No.7485/2015/MCA5, dated 08.09.2021 of respondent by affixture and impugned termination order of respondent in Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 affixed on 20.09.2021 quash the same and consequently forbear the respondent, their



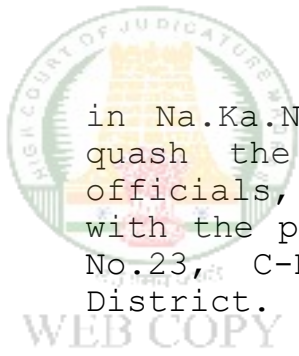
officials, subordinates and their men from in any manner interfering with the petitioners possession during subsistence of lease of Shop No.20, C-Block in Phase-II, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.17569 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned notice Na.Ka.No.7485/2015/MCA5, dated 08.09.2021 of respondent by affixture and impugned termination order of respondent in Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 affixed on 20.09.2021 quash the same and consequently forbear the respondent, their officials, subordinates and their men from in any manner interfering with the petitioners possession during subsistence of lease of Shop No.4, C-Block in Phase-II, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.17570 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned notice Na.Ka.No.7485/2015/MCA5, dated 08.09.2021 of respondent by affixture and impugned termination order of respondent in Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 affixed on 20.09.2021 quash the same and consequently forbear the respondent, their officials, subordinates and their men from in any manner interfering with the petitioners possession during subsistence of lease of Shop No.24, C-Block in Phase-II, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.17573 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned notice Na.Ka.No.7485/2015/MCA5, dated 08.09.2021 of respondent by affixture and impugned termination order of respondent in Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 affixed on 20.09.2021 quash the same and consequently forbear the respondent, their officials, subordinates and their men from in any manner interfering with the petitioners possession during subsistence of lease of Shop No.1, C-Block in Phase-II, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.17574 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned notice Na.Ka.No.7485/2015/MCA5, dated 08.09.2021 of respondent by affixture and impugned termination order of respondent



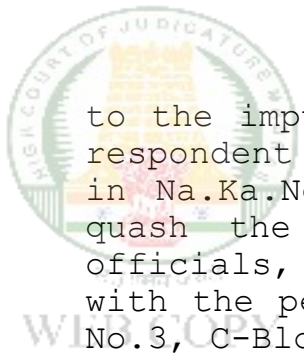
in Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 affixed on 20.09.2021 quash the same and consequently forbear the respondent, their officials, subordinates and their men from in any manner interfering with the petitioners possession during subsistence of lease of Shop No.23, C-Block in Phase-II, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.17575 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned notice Na.Ka.No.7485/2015/MCA5, dated 08.09.2021 of respondent by affixture and impugned termination order of respondent in Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 affixed on 20.09.2021 quash the same and consequently forbear the respondent, their officials, subordinates and their men from in any manner interfering with the petitioners possession during subsistence of lease of Shop No.21, C-Block in Phase-II, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.17577 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned notice Na.Ka.No.7485/2015/MCA5, dated 08.09.2021 of respondent by affixture and impugned termination order of respondent in Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 affixed on 20.09.2021 quash the same and consequently forbear the respondent, their officials, subordinates and their men from in any manner interfering with the petitioners possession during subsistence of lease of Shop No.12, C-Block in Phase-II, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.17578 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned notice Na.Ka.No.7485/2015/MCA5, dated 08.09.2021 of respondent by affixture and impugned termination order of respondent in Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 affixed on 20.09.2021 quash the same and consequently forbear the respondent, their officials, subordinates and their men from in any manner interfering with the petitioners possession during subsistence of lease of Shop No.22, C-Block in Phase-II, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.17579 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating



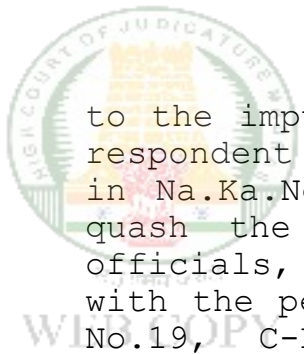
to the impugned notice Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 of respondent by affixture and impugned termination order of respondent in Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 affixed on 20.09.2021 quash the same and consequently forbear the respondent, their officials, subordinates and their men from in any manner interfering with the petitioners possession during subsistence of lease of Shop No.3, C-Block Phase-II, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.17580 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned notice Na.Ka.No.7485/2015/MCA5, dated 08.09.2021 of respondent by affixture and impugned termination order of respondent in Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 affixed on 20.09.2021 quash the same and consequently forbear the respondent, their officials, subordinates and their men from in any manner interfering with the petitioners possession during subsistence of lease of Shop No.8, C-Block in Phase-II, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.17581 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned notice Na.Ka.No.7485/2015/MCA5, dated 08.09.2021 of respondent by affixture and impugned termination order of respondent in Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 affixed on 20.09.2021 quash the same and consequently forbear the respondent, their officials, subordinates and their men from in any manner interfering with the petitioners possession during subsistence of lease of Shop No.5, C-Block Phase-II, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.17582 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned notice Na.Ka.No.7485/2015/MCA5, dated 08.09.2021 of respondent by affixture and impugned termination order of respondent in Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 affixed on 20.09.2021 quash the same and consequently forbear the respondent, their officials, subordinates and their men from in any manner interfering with the petitioners possession during subsistence of lease of Shop No.17, C-Block Phase-II, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.17583 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating



to the impugned notice Na.Ka.No.7485/2015/MCA5, dated 08.09.2021 of respondent by affixture and impugned termination order of respondent in Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 affixed on 20.09.2021 quash the same and consequently forbear the respondent, their officials, subordinates and their men from in any manner interfering with the petitioners possession during subsistence of lease of Shop No.19, C-Block Phase-II, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.17584 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned notice Na.Ka.No.7485/2015/MCA5, dated 08.09.2021 of respondent by affixture and impugned termination order of respondent in Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 affixed on 20.09.2021 quash the same and consequently forbear the respondent, their officials, subordinates and their men from in any manner interfering with the petitioners possession during subsistence of lease of Shop No.2, C-Block Phase-II, Thanjavur New Bus Stand, Thanjavur District.

Prayer in WP(MD)No.17585 of 2021 :- Writ Petition is filed under Article 226 of the Constitution of India, praying this Court To issue a writ, order or direction or any other writ in the nature of a Writ of Certiorarified Mandamus calling for the records relating to the impugned notice Na.Ka.No.7485/2015/MCA5, dated 08.09.2021 of respondent by affixture and impugned termination order of respondent in Na.Ka.No.7485/2015/MCA5, dated 16.09.2021 affixed on 20.09.2021 quash the same and consequently forbear the respondent, their officials, subordinates and their men from in any manner interfering with the petitioners possession during subsistence of lease of Shop No.18, C-Block Phase-II, Thanjavur New Bus Stand, Thanjavur District.

For Petitioners : Mr.T.Lajapathi Roy,
in WP(MD)No.14821 of 2021

: Mr.M.Ajmal Khan, Senior Counsel
for M/s.Ajmal Associates
in WP(MD)No.14874 of 2021

: Mr.G.Mohan Kumar
in WP(MD)No.14882 of 2021



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: Mr.M.Ajmal Khan, Senior Counsel
for M/s.P.Vadivel
**in WP(MD)Nos.14935 to 14939, 14942 to 14944,
14965 to 14970, 14972, 14974, 14976, 15012,
15013, 15015 to 15017, 15082 to 15084,
15120, 15121, 15132, 15133, 17543, 17545 to
17548, 17550, 17566 to 17570, 17573 to
17575, 17577 to 17585 of 2021**

For 1st Respondent : Mr.M.Lingadurai,
Special Government Pleader
for R1 **in WP(MD)No.14821 of 2021**

For 1st & 2nd: Mr.M.Lingadurai,
Respondent Special Government Pleader
**in WP(MD)Nos.14935 to 14939, 14942 to 14944,
14965 to 14970, 14972, 14974, 14976, 15012,
15013, 15015 to 15017, 15082 to 15084,
15120, 15121, 15132, 15133 of 2021**

For 2nd Respondent : Mr.N.Dilip Kumar
Standing Counsel
in WP(MD)No.14821 of 2021

For 3rd Respondent : Mr.N.Dilipkumar,
Standing Counsel
**in WP(MD)Nos.14935 to 14939, 14942 to 14944,
14965 to 14970, 14972, 14974,
14976, 15012, 15013, 15015 to 15017 of 2021**

For Sole Respondent : Mr.N.Dilipkumar,
Standing Counsel
**in WP(MD)Nos.14874, 14882, 17543, 17545 to
17548, 17550, 17567, 17568, 17573, 17574,
17577, 17579, 17583 and
17584 of 2021**

For 3rd Respondent : Mr.P.Athimoolapandian
Standing Counsel
**in WP(MD)Nos.15082 to 15084, 15120, 15121,
15132 & 15133 of 2021**

For Sole Respondent : Mr.P.Athimoolapandian
Standing Counsel
**in WP(MD)Nos.17566, 17569, 17570, 17575,
17578, 17580 to 17582 and 17585 of 2021**

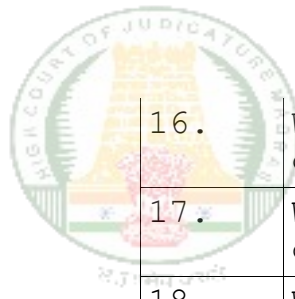
**C O M M O N O R D E R**

These batch of Writ Petitions pertain to the disputes involving the shops let out to the respective petitioners by the respondent Corporation at Tanjore Bus Stand, Tanjore.

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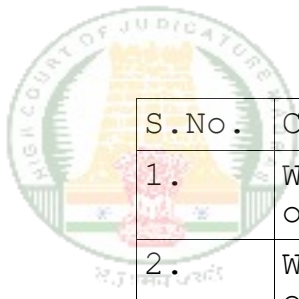
2.The first batch of 32 Writ Petitions were filed by the tenants challenging the auction notification, dated 27.07.2021 issued by the respondent Corporation calling for bidders, who are willing to take the shops at Corporation Bus Stand, on lease. The details of the Writ Petitions challenging the auction notification, dated 27.07.2021, are as follows:

S.No.	Case No.	Petitioner's name	Shop No.
1.	W.P. (MD) No.14821 of 2021	S.SUDHAN SELVAM	10,11 - B
2.	W.P. (MD) No.14874 of 2021	R.GANESAN	17 - II C
3.	W.P. (MD) No.14882 of 2021	D.ANBAZHAGAN	1 - II
4.	W.P. (MD) No.14935 of 2021	M.RAMASANKARAN	19 - C
5.	W.P. (MD) No.14936 of 2021	K.DURAIRAJ	18 - I
6.	W.P. (MD) No.14937 of 2021	T.RAMALINGAM	4 - C
7.	W.P. (MD) No.14938 of 2021	K.KALPANA	20 - C
8.	W.P. (MD) No.14939 of 2021	M.SENTHIL KUMAR	15 - C
9.	W.P. (MD) No.14942 of 2021	S.KARTHIKEYAN	12 - C
10.	W.P. (MD) No.14943 of 2021	T.RAJA	3 - C
11.	W.P. (MD) No.14944 of 2021	M.ARULANANDU	16 - C
12.	W.P. (MD) No.14965 of 2021	KANNAN	14 - C
13.	W.P. (MD) No.14966 of 2021	A.MAHALAKSHMI	21 - D
14.	W.P. (MD) No.14967 of 2021	S.RAJASEKARAN	13 - D
15.	W.P. (MD) No.14968 of 2021	K.RAJKUMAR	14 - D

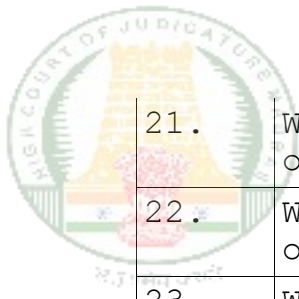


16.	W.P. (MD) No.14969 of 2021	R.SHEELA	12 - D
17.	W.P. (MD) No.14970 of 2021	S.SYED MURTHSHA	16 - D
18.	W.P. (MD) No.14972 of 2021	S.SAMBASIVAM	10 - D
19.	W.P. (MD) No.14974 of 2021	P.RAJKUMAR	6 - D
20.	W.P. (MD) No.14976 of 2021	A.MAHALAKSHMI	22 - D
21.	W.P. (MD) No.15012 of 2021	M.AYYAPPAN	23 - C
22.	W.P. (MD) No.15013 of 2021	R.SRIMATHI	17 - I
23.	W.P. (MD) No.15015 of 2021	J.SUGUNA	8 - I
24.	W.P. (MD) No.15016 of 2021	P.PANDIAN	20 - I
25.	W.P. (MD) No.15017 of 2021	T.PANEER SELVAM	2 - II
26.	W.P. (MD) No.15082 of 2021	S.R.RAMALINGAM	5 - C
27.	W.P. (MD) No.15083 of 2021	VINO BARATH	22 - C
28.	W.P. (MD) No.15084 of 2021	P.RAMESH KUMAR	24 - I
29.	W.P. (MD) No.15120 of 2021	K.RAMAIYAN	24 - C
30.	W.P. (MD) No.15121 of 2021	R.VINO BARATH	21 - C
31.	W.P. (MD) No.15132 of 2021	R.K.RAJESH	8 - C
32.	W.P. (MD) No.15133 of 2021	P.BABU	18 - C

3.The second batch of 28 Writ Petitions were filed challenging the show cause notice, dated 08.09.2021 and the consequential, termination order, dated 16.09.2021, terminating the lease granted in favour of the respective petitioners. The details of the second batch of Writ Petitions are as follows:



S.No.	Case No.	Petitioner's name	Shop No.
1.	W.P. (MD) No.17543 of 2021	P.RAJKUMAR	6 - D
2.	W.P. (MD) No.17545 of 2021	R.SRIMATHI	17 - D
3.	W.P. (MD) No.17546 of 2021	K.DURAIRAJ	18 - D
4.	W.P. (MD) No.17547 of 2021	S.RAJASEKARAN	11 - D
5.	W.P. (MD) No.17548 of 2021	R.SHEELA	12 - D
6.	W.P. (MD) No.17550 of 2021	J.SUGUNA	8 - D
7.	W.P. (MD) No.17551 of 2021	A.MAHALAKSHMI	22 - D
8.	W.P. (MD) No.17552 of 2021	A.MAHALAKSHMI	21 - D
9.	W.P. (MD) No.17553 of 2021	P.PANDIAN	20 - D
10.	W.P. (MD) No.17554 of 2021	S.SYED MURTHSHA	16 - D
11.	W.P. (MD) No.17555 of 2021	S.SAMBASIVAM	10 - D
12.	W.P. (MD) No.17566 of 2021	M.ARULANANDU	16 - C
13.	W.P. (MD) No.17567 of 2021	KANNAN	14 - C
14.	W.P. (MD) No.17568 of 2021	K.KALPANA	20 - C
15.	W.P. (MD) No.17569 of 2021	T.RAMALINGAM	4 - C
16.	W.P. (MD) No.17570 of 2021	K.RAMAIYAN	24 - C
17.	W.P. (MD) No.17573 of 2021	D.ANBALAGAN	1 - C
18.	W.P. (MD) No.17574 of 2021	M.AYYAPPAN	23 - C
19.	W.P. (MD) No.17575 of 2021	R.VINO BARATH	21 - C
20.	W.P. (MD) No.17577 of 2021	S.KARTHIKEYAN	12 - C



21.	W.P. (MD) No.17578 of 2021	R.VINO BARATH	22 - C
22.	W.P. (MD) No.17579 of 2021	T.RAJA	3 - C
23.	W.P. (MD) No.17580 of 2021	RAJESH	8 - C
24.	W.P. (MD) No.17581 of 2021	S.R.RAMALINGAM	5 - C
25.	W.P. (MD) No.17582 of 2021	R.GANESAN	17 - C
26.	W.P. (MD) No.17583 of 2021	M.RAMASANKARAN	19 - C
27.	W.P. (MD) No.17584 of 2021	T.PANEER SELVAM	2 - C
28.	W.P. (MD) No.17585 of 2021	BABU	18 - C

4. During the pendency of the first batch of Writ Petitions, wherein, auction notification, dated 27.07.2021, was challenged, W.M.P(MD)No.11995 of 2021 in W.P.(MD)No.15081 of 2021 was filed and by order, dated 24.08.2021, the learned Single Judge of this Court granted interim stay with regard to the publication of results of the impugned tender. However, the learned Single Judge of this Court permitted the respondent Corporation to proceed with the tender, which was scheduled to take place on 25.08.2021. Aggrieved by the interim stay granted by the learned Single judge of this Court on 24.08.2021, the respondent Corporation preferred a Writ Appeal in W.A.(MD)No.1727 of 2021. By judgment, dated 08.09.2021, the Writ Appeal was disposed of by modifying the order of the learned Single Judge, dated 24.08.2021, to the limited extent of permitting the respondent Corporation to receive tenders and conduct auction in respect of the shops, but, however, they were directed not to confirm the tender/auction till the disposal of the Writ Petition in W.P.(MD)No.15081 of 2021. The respondent Corporation was also permitted to file a vacate stay petition before the learned Single Judge. Accordingly, the respondent Corporation has also filed a vacate stay petition.

5. Since the dispute pertaining to the first batch of Writ Petitions and the second batch of Writ Petitions arise out of the shops at Tanjore Bus Stand, which arises out of the very same auction notification, both the batch of Writ Petitions are disposed of by this Court by a common order.

6. Insofar as the first batch of Writ Petitions challenging the impugned auction notification, dated 27.07.2021, are concerned, the impugned auction notification has been challenged on the following

<https://hcservices.ecourts.gov.in/hcservices/>



grounds:

(a) The impugned notification is *ex facie* illegal and suffers from the vice of arbitrariness, as the state even in its role as a landlord continues to be bound by the constitutional mandate of non-arbitrariness and compliance with the doctrine of procedural due process conceived under Article 14 of the Constitution of India.

(b) Having called for a pre-construction bid for allocation of shops with a clear understanding that the period of the grant of largesse is for 9 years with enhancement made every three years and also having acted on the same by accepting the bid amount and allowing the respective petitioners to occupy and invest in the shops, the exercise of calling for auction qua the same shops is not only legally sustainable but also defies all canons of reasonableness, fair play and legitimate expectation.

(c) The grant of largesse for a fixed tenure is a right/property, protected by the constitutional right to property under Article 300-A of the Constitution of India. Such right to property cannot be deprived by an executive fiat in the nature of the impugned notification, but only by a legislation of expropriation passed by a competent legislature.

(d) The impugned auction notification is bad in law owing to the fact that before issuing the impugned notification, no notice or any opportunity of hearing was accorded to the respective petitioners, particularly, when the impugned notification would result in civil consequences adversely affecting the interests of the petitioners.

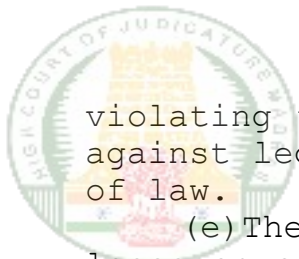
7. Insofar as the second batch of Writ Petitions challenging the show cause notice and the consequential termination order, dated 16.09.2021, are concerned, the respective petitioners have challenged the same on the following grounds:

(a) The impugned notice giving three days time to submit a reply against the 15 days time and the impugned termination order of the respondent Corporation seeking to forcibly dispossess the respective petitioners on the next day of termination are violative of the principles of natural justice, against the dictum of Hon'ble Supreme Court, illegally done with *mala fide* intention and liable to be set aside.

(b) The impugned notice and impugned termination of lease of the respondent Corporation are an afterthought, as no such notice was preceded by tender notification bringing the petitioners' shop into public auction.

(c) The termination of the contract during subsistence of valid lease is against the object sought to be achieved in G.O.Ms.No.92, dated 03.07.2007 that granting of lease for block period was that short period of lease resulted in frequent litigations due to which public exchequer incurred huge expenses in issuing repeated tenders and defending litigations.

(d) The respondent Corporation, who is a subordinate officer having followed and applied the G.O.Ms.No.92, dated 03.07.2007 for grant of lease to the respective petitioners is estopped from



violating the same. Hence, the impugned termination order is issued against legitimate expectation and without following the due process of law.

(e)The respondent Corporation in abuse of power terminated the lease on certain unsubstantiated allegations without any enquiry and threatened forcible dispossession on 21.09.2020 by 10.00 am, by affixing the termination of lease on 20.09.2020, even without sufficient service of notice.

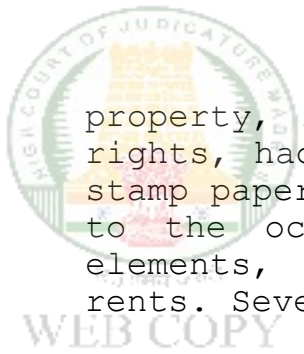
(f)The impugned notice and impugned termination of lease of the respondent Corporation are amounting to putting the horse behind the cart as it has been issued at the whims and fancies of the respondent Corporation.

(g)The respondent Corporation in his impugned termination order has not even discussed the explanation submitted by the respective petitioners in their explanations. Hence, the termination order is a non speaking order and is a biased one, which amounts to colourable exercise of power.

(h)The impugned proceedings of the respondent Corporation are misconceived as the entire allegations of sub-letting and other charges are false. Without there being inspection and without issuing any notice of enquiry or without having the benefit of the report of sub-letting, the impugned order terminating the lease suffers from *mala fides*, as the respondent Corporation should never act or improperly exercise discretion to achieve some ulterior purpose. The action of the respondent Corporation is arbitrary. Decision cannot be made in a slipshod manner without giving adequate reasons in support of the conclusion.

(i)Article 12 of the Constitution of India stipulates that authorities cannot make frivolous decision or act in a callous and high handed manner. The Honourable Supreme Court in very many judgments quoting the principle enunciated under Article 12 of the Constitution of India reiterated that the State must do what is fair and just to the citizen and should not take a technical plea to just claim of the citizen. The procedure which is unjust or unfair attracts the vice of unreasonableness which vitiates law and procedure.

8.However, it is the contention of the respondent Corporation that the respective petitioners were not granted leasehold right, but were only granted licence in respect of the shops occupied by them. Each one of the petitioners submitted their explanations to the show cause notice without any ruse and had not raised any grievance about their shorter duration. The respondent Corporation passed a detailed order terminating the licence only after giving due consideration to the reply sent by the respective petitioners. Eventhough the respective petitioners allege that the lease was granted to them in 2015 itself even before the construction of the shops, the shops were handed over to the respective petitioners only in the year 2018. The respective petitioners have violated the licence conditions by making encroachments, damaging the Corporation property by demolishing the compound wall, sub-letting the



property, involvement of relative of ward members for the licence rights, had not produced the notarized written agreement in a Rs.20 stamp paper, had not occupied the shop at any point of time, leading to the occupation of the surroundings by thugs and antisocial elements, leading to lack of hygiene and defaults in payment of rents. Several of the shops remained unoccupied and were vacant.

9.The period of contract is only for three years and not nine years as alleged by the respective petitioners. For every three years period, there is a separate contract and therefore, the contention of the respective petitioners that the contract is for a period of nine years is false. Only after the expiry of the contract, for each of the petitioners, the respondent Corporation had issued auction notification inviting bids from the public for occupying the respective shops on rental basis.

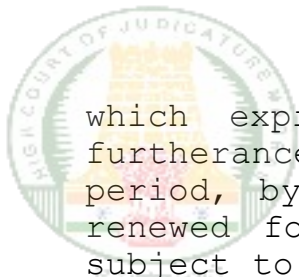
10.There is no illegality committed by the respondent Corporation in issuing the impugned auction notification. The respondent Corporation have got every right to issue auction notification after the expiry of the licence period for the respective petitioners and the said auction notification has been issued only in public interest. The rents paid by the respective petitioners are low and therefore, only in public interest, the impugned auction notification was issued by the respondent Corporation in order to get more income from the shops to serve public interest by providing public with good infrastructure facilities.

11.There is no arbitrariness or irrationality on the part of the respondent Corporation to bring the shops for auction and for termination of the licence against the respective petitioners. Only in accordance with law, the impugned auction notification was issued and only after adhering to the principles of natural justice, orders for terminating the licence were passed against the respective petitioners.

Submissions of learned Counsels:

12.Mr.M.Ajmal Khan, learned Senior Counsel appearing for some of the petitioners, drew the attention of this Court to G.O.(2) DNo.222, dated 26.11.2007 and would submit that a policy decision was taken by the Government to permit the local bodies to call for pre construction tender bids for the shops proposed to be constructed by such local bodies. He would also submit that the respondent Corporation came into existence on 19.02.2014 and issued a pre construction bid notification on 06.08.2015 for the allotment of shops in phase II of the new corporation bus stand.

13.According to him, as per G.O.Ms.No.92, dated 08.07.2007, the period of lease is nine years with enhancement of 15% every three years. He would submit that the shops were constructed only in 2018 and the first triennium period was between 2018 and 2021,



which expired on 03.04.2021. He would further submit that in furtherance of allotment on completion of the first triennium period, by proceedings, dated 14.07.2021, the period of lease was renewed for the next triennium between 01.05.2021 and 30.04.2024 subject to enhancement of monthly rent by 15%. Therefore, according to him, the petitioners have a valid allotment upto 2027 (nine years from 2018) and the second triennium has been allotted by the proceedings, dated 14.07.2021 permitting the petitioners to occupy the shop until 30.04.2024.

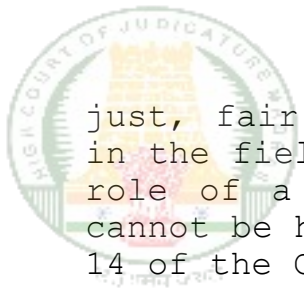
14.Mr.M.Ajmal Khan, learned Senior Counsel would further submit that the respondent Corporation, arbitrarily and without any prior notice to any of the petitioners, has issued the impugned notification, dated 27.07.2021 seeking to lease the shops, which were allotted to the petitioners.

15.Mr.M.Ajmal Khan, learned Senior Counsel would then submit that during the pendency of the Writ Petitions challenging the auction notification, it is alleged by the respondent Corporation that an inspection was carried out by the Revenue Inspector on 18.09.2021 and a report has been filed that there has been violation of the conditions of lease by the petitioners. He drew the attention of this Court to the show cause notice, dated 08.09.2021 issued by the respondent Corporation calling upon the petitioners to show cause within three days, as to why the lease should not be cancelled. The show cause notice generally alleges that the petitioners have committed the following violations:

- (a) There has been excessive construction than the leased area;
- (b) That without permission, a gate has been put up by demolishing a portion of compound wall;
- (c) The agreement has not been entered into on a Rs.20 stamp paper and duly notarised; and
- (d) Damage has been caused to the leased property by the petitioners.

16.He also drew the attention of this Court to the reply sent by the respective petitioners explaining as to how the notice, dated 08.09.2021 is vague. They have also denied the allegations made by the respondent Corporation in their show cause notice. It is the contention of the respective petitioners that the construction of the alleged gate was done after taking due permission from the respondent Corporation on 29.01.2022. It is the contention of the learned Senior Counsel that the respective petitioners have submitted the agreement of lease duly notarised in Rs.20 stamp paper to the respondent Corporation.

17.Mr.M.Ajmal Khan, learned Senior Counsel would further submit that without furnishing a copy of the alleged inspection report to the respective petitioners, the respondent Corporation has terminated their lease. He would further submit that as an



just, fair and reasonable in all their activities, including those in the field of contracts. According to him, even while playing the role of a landlord, the State and its authorities remain so and cannot be heard or seen causing displeasure or discomfort to Article 14 of the Constitution of India.

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18. In support of the said contention, Mr.M.Ajmal Khan, learned Senior Counsel drew the attention of this Court to a judgment of Honourable Supreme Court in the case of **Jamshed Hormusji Wadia vs Board of Trustees, Port of Mumbai and another**, reported in **2004 (3) SCC 214**.

19. Per contra, Mr.N.Dilip Kumar, learned Standing Counsel for the respondent Corporation would submit that the order of allotment was granted to the respective petitioners sanctioning licence to run the respective shops for three block period of three years each, as provided under G.O.Ms.No.92, dated 03.07.2007 for the years 2018-19 by conducting public auction. He would further submit that letter of allotment stipulates terms and conditions upon which, the licence has been granted to the respective petitioners. According to the respondent Corporation, the Writ Petitioners have violated the terms of licence and there was default in the payment of rent by them.

20. Mr.N.Dilip Kumar, learned Standing Counsel would also contend that since the petitioners have violated the terms of licence, the respondent Corporation had to issue a tender notification for the purpose of generating revenue to the Corporation. It is also contended by him that the respective petitioners were not granted leasehold rights, but were only granted licence, as seen from the nature of allotment order issued to the respective petitioners. In support of his contention, he also relied upon a decision of this Court in the case of **P.Muthusamy vs State of Tamil Nadu**, reported in **2014 (5) MLJ 129**, and would submit that the nature of contract will have to be seen for the purpose of ascertaining whether the contract is a lease or licence. According to him, in the case on hand, the respective petitioners were only granted licence, though the contract uses the word, "lease".

21. Mr.N.Dilip Kumar, learned Standing Counsel also brought to the attention of this Court that though the shops were allotted as early as in 2015, even before construction of the said shops, they were handed over to the respective petitioners only in the year 2018. He would further contend that the respective petitioners have violated the licence conditions by making encroachments, damaging the Corporation properties by demolishing the compound wall, sub-letting the property, had not produced the notarized written agreement in a Rs.20 stamp paper, had not occupied the shop at any point of time, leading to the occupation of the surroundings by thugs and antisocial elements, leading to lack of hygiene and defaults in payment of rent.



22.He would further submit that some of the petitioners have also submitted their explanations to the show cause notice sent by the respondent Corporation without any ruse and had not raised any grievance about the shorter duration of the said notice. According to him, only upon consideration of the reply, a detailed order has been passed terminating the licence of the respective petitioners. According to him, only in accordance with the terms and conditions of the licence, the contract has been terminated.

23.It is further contended that the several of the shops remained unoccupied and were vacant. The electricity charges paid from the date of handing over to till date substantiates the same. Therefore, he would submit that only in accordance with law, the auction notification was issued and subsequently, termination order was passed against the respective petitioners.

Discussion:

24.The respective petitioners have challenged the auction notification as well as the termination orders. This Court notices that on the date of auction notification, ie., on 27.07.2021, the shops were still under the occupation of the respective petitioners. The termination proceedings were initiated by the respondent Corporation only after the auction notification was issued. Any offer inviting the public to participate in the auction for taking the shops on lease/licence basis must be a valid offer. Admittedly, as on date of auction, the shops were still under the occupation of the respective petitioners and other occupants, who were granted licence/lease earlier by the respondent Corporation. Admittedly, there were disputes pertaining to the lease/licence between the parties.

25.It is the contention of the respective petitioners that the lease is for a period of nine years from 2018 onwards, when they were put in possession of the respective shops and the same has been disputed by the respondent Corporation, who contends that the contract is a licence and it is only for a period of three years of renewal on the expiry of the period of licence.

26.G.O.(2)DNo.222, dated 26.11.2007, refers to nine years lease period comprising of three years each with enhancement of 15% every three years over the existing rent. The petitioners rely upon the above Government Order for the purpose of supporting their stand that the lease is for a period of nine years. However, according to the respondent Corporation, the licence is only for a period of three years. According to them, having violated the terms and conditions of the licence, the contracts stand terminated and the respective petitioners are not entitled for renewal of the licence for a further period of three years.



27. According to the petitioners, even before the expiry of the lease, without following the procedure established under law, the respondent Corporation has terminated the contract arbitrarily and illegally. There must be a valid offer given to the public to participate in the auction pertaining to the shops at Tanjore Corporation Bus Stand. The shops must be ascertainable and must either be vacant when the auction notice was issued or at least the parties, who participated in the auction were aware of the fact that the shops will be vacated on or before a certain specified date. In the case on hand, admittedly, on the date of auction notification, the shops were still under the occupation of the respective petitioners and other occupants and there were disputes between the occupants and the respondent Corporation with regard to the payment of rent and eviction. There was uncertainty, as to when the shops will become vacant. In order, for an offer to be valid, it must be clearly communicated, giving the offeree a chance to accept or reject. A valid offer can be made to a group, a single person or the public at large. Valid offers are definite in their substance.

28. Under the Indian Contract Act, 1872, Offer is defined under Section 2(a), as under:

"When one person signifies to another his willingness to do or to abstain from doing anything, with a view to obtaining the assent of that other to such act or abstinence, he is said to make a proposal"

29. Essentials of a valid offer:

(a) Communication of offer is the most primary thing, which is to be done for a valid offer. An offeror must communicate the offer to the offeree;

(b) Must create a legal relationship;

(c) Definite, unambiguous and certain in nature.

30. The impugned auction notification is ambiguous and uncertain. The ambiguity and uncertainty is on account of the fact that the shops were still under the occupation of the respective petitioners and other occupants, when the impugned notification was issued and it was uncertain, as to when the shops will be vacated by the occupants to enable the successful bidder to get possession of those shops.

31. Section 29 of the Indian Contract Act, 1872, reads as follows:

"29. Agreements void for uncertainty.—Agreements, the meaning of which is not certain, or capable of being made certain, are void. " Illustrations

(a) A agrees to sell B "a hundred tons of oil". There is nothing whatever to show what kind of oil was intended.

The agreement is void for uncertainty.



(b) A agrees to sell B one hundred tons of oil of a specified description, known as an article of commerce. There is no uncertainty here to make the agreement void.

(c) A, who is a dealer in coconut-oil only, agrees to sell to B "one hundred tons of oil". The nature of A's trade affords an indication of the meaning of the words, and A has entered into a contract for the sale of one hundred tons of coconut-oil.

(d) A agrees to sell B "all the grain in my granary at Ramnagar". There is no uncertainty here to make the agreement void.

(e) A agrees to sell to B "one thousand maunds of rice at a price to be fixed by C". As the price is capable of being made certain, there is no uncertainty here to make the agreement void.

(f) A agrees to sell to B "my white horse for rupees five hundred or rupees one thousand". There is nothing to show which of the two prices was to be given. The agreement is void.

32. It makes it clear that an offer must be certain and it must be unambiguous. When the shops are still under the occupation of the existing tenants/licensees, the prospective bidders are not certain, as to when they will be able to take possession of those shops that too when there is dispute, as to the period of lease/licence between the respondent Corporation and the petitioners, who are in occupation of the shops.

33. In **Jamshed Hormusji Wadia vs Board of Trustees, Port of Mumbai and another**, reported in 2004 (3) SCC 214, the Honourable Supreme Court has made it clear that the State and its authorities including instrumentalities of State have to be fair, just and reasonable in all their activities including those in the field of contracts. The relevant paragraphs of the said judgment are extracted hereunder:

"16. The position of law is settled that the State and its authorities including instrumentalities of States have to be just, fair and reasonable in all their activities including those in the field of contracts. Even while playing the role of a landlord or a tenant, the State and its authorities remain so and cannot be heard or seen causing displeasure or discomfort to Article 14 of the Constitution of India.

17. It is common knowledge that several rent control legislations exist spread around the country, the emergence whereof was witnessed by the post world war scarcity of accommodation. Often these legislations exempt from their applicability the properties owned by the Government, semi-Government or public bodies,



Government-owned corporations, trusts and other instrumentalities of State. What is the purpose? Does the Legislatures intend to leave such entities absolutely unbridled and uncontrolled as landlords from the operation of the rent control legislation or do they do so with some hope and trust in such institutions? In M/s. Dwarkadas Marfatia And Sons (supra) a few decisions and authorities were cited before this Court. The observations of Chief Justice Chagla (as His Lordship then was) in Rampratap Jaidayal Vs. Dominion of India - 1952 L.R. 54 Bom. 927 were quoted with approval stating that while enacting rent control legislations, the Government seeks to achieve the object of protecting the tenants and preventing the rent from being increased and people from being ejected unreasonably; then it cannot be assumed that the very Government would itself be indulging into those very activities which it was proposing to prevent by enacting such laws. The underlying assumption behind granting exemption from the operation of the rent control legislations was that the Government would not increase rents and would not eject tenants unless it was necessary to do so in public interest and a particular building was required for the public purpose. It was also pointed out that the Government or local authority or the Board would not be actuated by any profit-making motive so as to unduly enhance the rents or eject the tenants from their respective properties as private landlords are or are likely to do. This Court in Baburao Shantaram More Vs. Bombay Housing Board - 1954 SCR 572 recognised that the basis of differentiation in favour of public authorities-like the Bombay Port Trust - was on the ground that they would not act for their own purpose as private landlords do but would act for public purposes. The Court held in Dwarkadas Marfatia (supra) that the public authorities which enjoy the benefit without being hidebound by the requirements of the Rent Act, must act for public benefit and where they fail to do so they render themselves amenable to adjudication under civil review jurisdiction of the Court. A Division Bench of the Bombay High Court presided over by Mrs. Sujata Manohar, J (as Her Lordship then was) held in Ratti Palonji Kapadia & Anr. Vs. State of Maharashtra & Ors. - 1992 Bom. L.R. 1356 that the exemption from the provisions of the rent control law casts an obligation on the State and its instrumentalities and authorities to comply with the public policy of ensuring a fair return of investments without charging exorbitant rates based on the prevailing market price of the land. Thus, a balance has to be



struck between ensuring a fair return on investment and charging exorbitant rates based on the prevalent market prices of land, which would be of utmost relevance to any other landlord. The State Government in order to justify a steep increase in rent, cannot plead exploitative increases in prices of lands. Reference in this connection may also be made to *Kumari Shrilekha Vidyarthi etc.etc., Vs. State of U.P. & Ors. - (1991) 1 SCC 212*, wherein this Court held that while acting in the field of contractual rights the personality of the State does not undergo such a radical change as not to require regulation of its conduct by Article 14. It is not as if the requirements of Article 14 and contractual obligations are alien concepts which cannot co-exist. Our Constitution does not envisage or permit unfairness or unreasonableness in State action in any sphere of activities contrary to the professed ideals in the Preamble. Exclusion of Article 14 in contractual matters is not permissible in our constitutional scheme. In *P.J. Irani Vs. State of Madras and Anr. - AIR 1961 SC 1731* the Constitution Bench observed that a tenant in a building owned by the State or its instrumentality is not liable to eviction solely because the tenancy has terminated. The existence of rent control legislation, though not applicable to such building, is suggestive of the State's policy of protecting tenants because of the great difficulty of their obtaining alternative accommodation.

18. In our opinion, in the field of contracts the State and its instrumentalities ought to so design their activities as would ensure fair competition and non-discrimination. They can augment their resources but the object should be to serve the public cause and to do public good by resorting to fair and reasonable methods. The State and its instrumentalities, as the landlords, have the liberty of revising the rates of rent so as to compensate themselves against loss caused by inflationary tendencies. They can - and rather must - also save themselves from negative balances caused by the cost of maintenance, and payment of taxes and costs of administration. The State, as landlord, need not necessarily be a benevolent and good charitable Samaritan. The felt need for expanding or stimulating its own activities or other activities in the public interest having once arisen, the State need not hold its hands from seeking eviction of its lessees. However, the State cannot be seen to be indulging in rack-renting, profiteering and indulging in whimsical or unreasonable evictions or bargains.

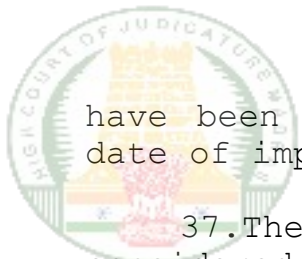


19.A balance has to be struck between the two extremes. Having been exempted from the operation of rent control legislation the courts cannot hold them tied to the same shackles from which the State and its instrumentalities have been freed by the legislature in their wisdom and thereby requiring them to be ruled indirectly or by analogy by the same law from which they are exempt. Otherwise, it would tantamount to defeating the exemption clause consciously enacted by the Legislature. At the same time the liberty given to the State and its instrumentalities by the statute enacted under the Constitution does not exempt them from honouring the Constitution itself. They continue to be ruled by Article 14. The validity of their actions in the field of landlord-tenant relationship is available to be tested not under the rent control legislation but under the Constitution. The rent control legislations are temporary, if not seasonal; the Constitution is permanent and all time law."

34.As seen from the aforesaid judgment, the State cannot be seen to be indulging in rack-renting, profiteering and indulging in whimsical or unreasonable evictions or bargains. In the case on hand, the respondent Corporation had earlier issued an auction notification for the purpose of letting out the shops, which are still under the occupation of existing tenants/licensees. The petitioners, who are occupying the respective shops, as lessees/licensees, have challenged the auction notification by filing these Writ Petitions. Even without withdrawing the auction notification, the respondent Corporation has initiated termination proceedings against the respective petitioners for terminating their lease/licence, which culminated in the termination order.

35.The respondent Corporation's action stated supra indirectly amounts to harassing the respective petitioners to come to their terms either to agree for evicting the premises or for payment of a revised rent in their terms without giving the petitioners any chance of negotiation. The respondent Corporation, as a landlord, need not necessarily be a benevolent and good charitable Samaritan. However, it cannot be seen to be indulging in rack-renting, profiteering and indulging in whimsical or unreasonable evictions or bargains. So, the method adopted by the respondent Corporation has created a suspicion in the mind of the Court.

36.As an instrumentality of State, the respondent Corporation must adopt fair means to evict the tenants/licensees. In the case on hand, having failed in its attempt to auction the shops, the respondent Corporation has initiated termination proceedings which culminated in the termination orders against the respective petitioners for the alleged breach of contracts, which is said to



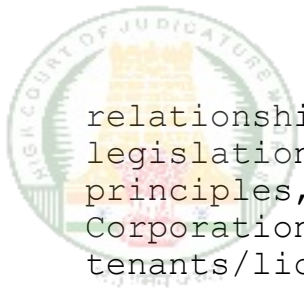
have been committed by the respective petitioners even before the date of impugned auction notification.

37.The method adopted by the respondent Corporation in the considered view of this Court seems to be unfair, as it amounts to causing harassment to the respective petitioners. The respondent Corporation ought to have withdrawn the auction notification and then initiated termination proceedings against the respective petitioners terminating their respective contracts. But they have decided to implement both parallelly, which in the considered view of this Court is not possible and will also amount to adoption of unfair means to evict the tenants.

38.The respondent Corporation does not dispute the fact about the existence of G.O.(2)DNo.222, dated 26.11.2007 issued by the Government. They also do not dispute G.O.Ms.No.92, dated 08.07.2007. As per G.O.(2)DNo.222, dated 26.11.2007, a policy decision was taken by the Government to permit the local bodies to call for pre-tender bids for the shops proposed to be constructed by such local bodies. As per G.O.Ms.No.92, dated 08.07.2007, the period of lease was fixed as nine years with enhancement of 15% every three years over the existing rent.

39.Admittedly, as seen from the date of auction notification, the period of contract for the respective petitioners did not expire. Even before expiry of the contract and without terminating the contracts, in accordance with terms and conditions of the contract, the respondent Corporation has issued the auction notification, which in the considered view of this Court will amount to causing harassment to the respective petitioners. When there is a procedure provided under the respective contracts for terminating the contract, the respondent Corporation ought to have followed such procedure, but instead they have chosen to auction the shops even before terminating the existing contracts of the respective petitioners.

40.As an instrumentality of State, the respondent Corporation ought to have adopted fair means and it cannot be seen to be indulging in rack-renting, profiteering and indulging in whimsical or unreasonable evictions or bargains, whatever may be its compulsions. The State or its instrumentalities must not alone act in public interest, but also seen to act in public interest through the means adopted by it to evict the tenants/licensees. In the case on hand, as indicated supra, the method of fair play has not been adopted by the respondent Corporation. Though the respondent Corporation is exempted from the operation of rent control legislation, the liberty given to the State and its instrumentalities by the statute enacted under the Constitution does not exempt them from honouring the Constitution itself. They are continued to be ruled by Article 14 of the Constitution of India. The respondent Corporation is not entitled to its services of their actions in the field of landlord/tenant



relationship is available to be tested not under the rent control legislation, but under the constitution. In the backdrop of these principles, this Court is of the considered view that the respondent Corporation has not adopted fair means to evict their tenants/licensees.

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41.The respondent Corporation has also not given sufficient time to the respective petitioners to submit their replies to the show cause notice issued for terminating their respective contracts. The termination orders, which are challenged, have been passed in a hurried manner. No opportunity of personal hearing was granted to the respective petitioners in the proceedings initiated by the respondent Corporation for terminating the respective contracts. An inspection report has been relied upon by the respondent Corporation in the impugned termination order. But the said inspection report has not been served upon the respective petitioners to enable them to rebate the same.

42.A categorical stand has been taken by the respective petitioners that they have not committed any violation of the terms and conditions of the contract and only with the permission of the respondent Corporation, certain structures were put up in the building complex. Unless and until, an opportunity of personal hearing was granted to the petitioners, truth cannot be found out. Having denied the opportunity of personal hearing, this Court is of the considered view that principles of natural justice has been violated by the respondent Corporation.

43.G.O.Ms.No.92, dated 08.07.2007, enables the respondent Corporation to go for nine years lease, whether, the respective petitioners were granted nine years lease or only for a period of three years, as claimed by the respondent Corporation, can be fairly adjudicated only after affording a fair hearing to the petitioners including granting them the right of personal hearing, which has not been done so in the case on hand. However, if the period of lease/licence is only for three years, it can be presumed that the lease/licence was in existence in favour of the respective petitioners, as the proceedings for termination of the respective contracts have been initiated against the respective petitioners, which culminated in the impugned order. Therefore, the question, as to whether the period of licence/lease is for a period of nine years or three years, is immaterial for the purpose of adjudicating these Writ Petitions.

44.The respondent Corporation cannot blow hot and cold by issuing auction notification and thereafter, having failed in its attempt to auction the shops, initiate proceedings for terminating the contracts, which culminated in the termination orders, which will clearly amount to unfair means being adopted in evicting the respective petitioners from their respective shops. As observed



in public interest, but also seen to act in public interest by adopting fair means without causing harassment. But the means adopted by the respondent Corporation for evicting the tenants create suspicion in the minds of the Court, as to whether fair play was adopted.

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45. In the show cause notice, the respondent Corporation has pointed out the following violations alleged to have been committed by the respective petitioners to the licence conditions:

(a) Making encroachments;

(b) Damaging the corporation properties by demolishing the compound wall;

(c) Sub-letting the properties;

(d) Had not produced the notarised written agreement in a Rs.20/- stamp paper;

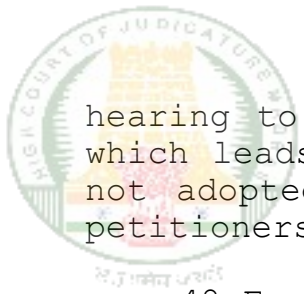
(e) Had not occupied the shop at any point of time;

(f) Occupation of the surroundings by thugs and anti-social elements leading to lack of hygiene; and

(g) Default in payment of rents.

46. The petitioners were put in possession of their respective properties in the year 2018. The show cause notice issued to the respective petitioners were almost issued in a stereotype fashion. The violations pointed out are almost identical, except some cosmetic changes.

47. In the cases, where subletting allegations were made, the names of the sub tenants have not been indicated. The written agreement to be notarised in Rs.20 stamp paper has been raised only in the show cause notice, which had been issued in the year 2021, though admittedly, the petitioners were in possession of the respective shops from the year 2018 itself. The time granted for reply in the show cause notice is a shorter duration. Though the respective petitioners have replied to the show cause notice without any demur, it cannot be contended by the respondent Corporation that the respective petitioners did not object to the short time granted to them for the submission of their replies. The respondent Corporation ought not to have shown its high handedness as an instrumentality of State, but ought to have acted in a fair and reasonable manner and must be seen to act in such a manner. But, as seen from the show cause notice, the time granted for reply to the petitioners was too short, though many of them have replied to the same with the fear of sword of damocles hanging over their head. The respondent Corporation could have afforded a personal



hearing to the respective petitioners, which they failed to do so, which leads this Court to come to the conclusion that fair play was not adopted by the respondent Corporation to evict the respective petitioners from their respective shops.

48. For the foregoing reasons, this Court is of the considered view that the impugned auction notification as well as the impugned termination orders suffer from *mala fides*, as the respondent Corporation has not acted in a fair manner, but has acted arbitrarily and in an unjust manner. Hence, the procedure followed by the respondent Corporation is unjust and unfair, which attracts the vice of unreasonableness.

49. The following dates are very important for this Court to come to the aforementioned conclusion:

(a) Impugned auction notification, dated 27.07.2021

(b) Interim stay granted by this Court in W.M.P.(MD)No.11995 of 2021 in W.P.(MD)No.15081 of 2021 of the impugned auction notification, dated 24.08.2021.

(c) Judgment, dated 08.09.2021 passed in W.A.(MD)No.1727 of 2021, modifying the order of the learned Single Judge, dated 24.08.2021 to the limited extent by permitting the respondent Corporation to receive the tenders and conduct auction in respect of shops, but they were directed not to confirm the tender/auction till the disposal of W.P.(MD)No.15081 of 2021.

(d) Impugned show cause notice, dated 08.09.2021 issued by the respondent Corporation.

(e) Explanation, dated 14.09.2021 submitted by the petitioners to the show cause notice.

(f) Impugned order, dated 16.09.2021 by the respondent Corporation terminating the lease of the respective petitioners and affixing the same on 20.09.2021.

50. As seen from the aforementioned dates and events, in a hurried and slipshod manner, the respondent Corporation without granting the respective petitioners a fair hearing, passed the impugned termination orders within a period of less than ten days from the date of issuance of the show cause notice. No personal hearing was also granted to the respective petitioners, though they have raised several issues.

51. For the foregoing reasons, this Court is of the considered view that the impugned auction notification as well as the impugned termination orders passed against the respective petitioners, which are under challenge in these batch of Writ Petitions have to be quashed and the Writ Petitions will have to be allowed. Accordingly, the impugned auction notification, dated 27.07.2021 and the impugned termination order, dated 16.09.2021 are hereby quashed and the Writ Petitions are allowed. However, liberty is granted to the respondent Corporation to initiate fresh legal action against the petitioners for eviction by following the due



procedure established under law and by adhering to the principles of natural justice. No costs. Consequently, connected miscellaneous petitions are closed.

Sd/-

Assistant Registrar(CS-III)

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/ /2022

Sub Assistant Registrar(CS)

cmr

To

1.The Secretary,
The State of Tamil Nadu,
Municipal Administration and Water Supply Department,
Secretariat, Fort St.George, Chennai - 9.

2. The Director of Municipal Administration, Chepauk, Chennai 5.

+1 CC to M/s.T.LAJAPATHI ROY, Advocate (SR-14000[F] dated 24/03/2022)

+3 CC to M/s.N.DILIPKUMAR, Advocate (SR-14377, 14374, 14375[F] dated 24/03/2022)

+1 CC to Mr.P.Vadivel, Advocate SR.No. 14140

Order made in
W.P.(MD)No.14821 of 2021 batch
23.03.2022

KS&SP(CO)

TR(21.04.2022) 41P 8C