



W.P.(MD)No.21680 of 2022

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

WEB COPY

DATED : 20.09.2022

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THE HONOURABLE Mrs.JUSTICE V.BHAVANI SUBBAROYAN

Writ Petition (MD) No.21680 of 2022
and
W.M.P.(MD)No.15820 of 2022

A.Visvam

.. Petitioner

Versus

1.The District Collector,
Theni District,
Theni.

2.The Commissioner,
Periyakulam Corporation,
Periyakulam,
Theni District.

.. Respondents

Prayer :- Petition filed under Article 226 of the Constitution of India praying for issuance of a Writ of Certiorarified Mandamus, to call for the records relating to the impugned public auction notice issued by the second respondent vide Na.Ka.No.1491/2011/A2, dated 18.08.2022, quash the same as illegal, consequently, direct the second respondent to stop the public auction for Shop Nos.1, 2, 12 and 13 of the petitioner.

For Petitioner	:	Mr.M.Sankar
For 1 st Respondent	:	Mr.D.Sadiq Raja Additional Government Pleader
For 2 nd Respondent	:	Mr.N.Dilipkumar



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monthly rents and also complying with all regulations and conditions imposed by the second respondent. As per G.O.(Ms)No.92, Municipal Administration and Water Supply Department, dated 03.07.2007, the immovable properties belonging to the local bodies have to be leased out initially for a period of three years and the same will be automatically renewed upon payment of increase in rent by 15%. Further, the renewal fees for shops with less than 100 sq.ft. will be Rs.1,000/-. After completion of three years initial period, the petitioner had paid the renewal fees as per the said Government Order and he also started to pay the enhanced rent for all the shops.

4.The learned counsel further submits that in respect of Shop No.1, which was allotted to the petitioner on 03.07.2007, the second part of three years was completed on 04.07.2013. Therefore, the petitioner approached the second respondent with a request to renew the lease period for a further period of three years along with renewal fees. However, the second respondent refused to accept the renewal fees and he has not given proper explanation for not renewing the lease period for further period of three years. Unless the renewal fees is accepted, the petitioner is unable to pay the monthly enhanced rent. Even after repeated requests, the second respondent did not accede to his request. While so, the second respondent issued a notice, dated 10.01.2014, vide his proceedings in Na.Ka.No.4886/2007/A2, stating that the lease period



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for Shop No.2 has already been completed on 30.11.2013 and the petitioner has not approached the second respondent for renewal, which is totally false.

Further, the petitioner was directed to submit an application for renewal within three days, failing which, the shops will be sealed and the deposit amount will also be attached. The said notice was received by the petitioner on 03.02.2014 and immediately, on the next day, *i.e.*, on 04.02.2014, the petitioner submitted an application for renewal for all the four shops along with the renewal fees of Rs.1,000/- per shop and the same was received by the second respondent. However, the second respondent, vide his proceedings in Na.Ka.No. 2369/2014/A2, dated 09.07.2014, informed that Shop Nos.1, 2, 12 and 13 were sealed on the ground that the petitioner has not paid the rent for Shop Nos.1, 2 and 12 right from the date of completion of six years period. Challenging the same, the petitioner has already filed W.P.(MD)No.12822 of 2014 before this Court and the same is pending. Later on, criminal cases were filed against the petitioner and the same were ended in acquittal.

5.The learned counsel appearing for the petitioner submits that the petitioner was not permitted to take part in the auction held on 02.09.2022, wherein, the shops were brought for auction for a period of three years namely, from 19.09.2022 to 18.09.2025 and the authorities on their own, had conducted the auction and allotted shops to third parties.



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6.Mr.N.Dilipkumar, learned Standing Counsel appearing for the second respondent has produced a proceedings of the second respondent, dated 19.09.2022, in Na.Ka.No.1491/2011/A2, and submitted that the shops were leased out to various persons whoever has given a highest bid amount, for a period of three years *i.e.*, from 19.09.2022 to 18.09.2025, as per the terms and conditions of the auction notice. Accordingly, Shop No.1 has been allotted to one D.Amarnath, for a monthly rent of Rs.3,100/-; Shop No.2 has been allotted to one C.Muthaiah, for a monthly rent of Rs.3,500/-; Shop No.12 has been allotted to one Maruthamuthu Pandian, for a monthly rent of Rs.3,000/-; and Shop No.13 has been allotted to one A.Manimurugan, for a monthly rent of Rs.3,000/-. As already auction proceedings have been completed and allotment orders have also been issued to the individuals on 19.09.2022 and they have also taken the shops into their possession, there is no possibility for allotting any shops to the petitioner herein at present. Furthermore, the petitioner has not paid rent for many years and he was in arrears of rent also.

7.At this juncture, the learned counsel appearing for the petitioner submits that the petitioner has already paid the arrears of rent.

8.Considering the above said rival submissions, it is seen that the auction proceedings have already been concluded, wherein, the shops have



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already been allotted to various third parties and the petitioner has not participated in the auction and the auction process is already over. Hence, the Writ Petition is dismissed. No costs. Consequently, connected Miscellaneous Petition is closed.

Index : Yes/No

20.09.2022

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Theni.

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Periyakulam Corporation,
Periyakulam,
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V.BHAVANI SUBBAROYAN, J.

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Order made in
W.P.(MD) No.21680 of 2022

20.09.2022