



W.P.(MD).Nos.23834 to 23838 of 2022

WEB COPY

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 17.10.2022

CORAM

THE HONOURABLE MRS.JUSTICE V.BHAVANI SUBBAROYAN

W.P.(MD)Nos.23834 to 23838 of 2022

R.Ari Rama Jeyam	... Petitioner in W.P.No.23834/2022
R.Aruna Raja	... Petitioner in W.P.No.23835/2022
A.Nazir	... Petitioner in W.P.No.23836/2022
G.Jayanthilal	... Petitioner in W.P.No.23837/2022
F.Soukath Shajini	... Petitioner in W.P.No.23838/2022

vs.

1.The Sports Development Authority of Tamil Nadu
116A, Periyar EVR High Road,
Nehru Park,
Chennai.

2.Tamil Nadu Sports Development Authority,
represented by its District Sports Officer,
Nagercoil,
Kanyakumari District.

3.The Authorised Officer,
Sports Development Authority of Tamil Nadu
Shops of Commercial Complex,
Arignar Anna Stadium,
Nagercoil,
Kanyakumari District.

... Respondents in all W.Ps.



W.P.(MD).Nos.23834 to 23838 of 2022

WEB COPY

PRAYER in W.P.(MD).No.23834 of 2022: Writ Petition is filed under Article 226 of the Constitution of India for issuance of a Writ of Mandamus, to direct the respondents 1 to 3, to fix the rent for one shop as Rs.10,000/- (Rupees Ten Thousand Only) including GST at Arignar Anna Stadium, New Shopping Complex, Nagercoil, Kanyakumari District and allot the Shop Nos.16, 17 and 21 at Arignar Anna Stadium, New Shopping Complex, Nagercoil, Kanyakumari District to the petitioner, based on the petitioners representation dated 20.09.2022.

PRAYER in W.P.(MD).No.23835 of 2022: Writ Petition is filed under Article 226 of the Constitution of India for issuance of a Writ of Mandamus, to direct the respondents 1 to 3, to fix the rent for one shop as Rs.10,000/- (Rupees Ten Thousand Only) including GST at Arignar Anna Stadium, New Shopping Complex, Nagercoil, Kanyakumari District and allot the Shop Nos.22 and 25 at Arignar Anna Stadium, New Shopping Complex, Nagercoil, Kanyakumari District to the petitioner, based on the petitioner's representation dated 20.09.2022.

PRAYER in W.P.(MD).No.23836 of 2022: Writ Petition is filed under Article 226 of the Constitution of India for issuance of a Writ of Mandamus, to direct the respondents 1 to 3, to fix the rent for one shop as Rs.10,000/- (Rupees Ten Thousand Only) including GST at Arignar



W.P.(MD).Nos.23834 to 23838 of 2022

Anna Stadium, New Shopping Complex, Nagercoil, Kanyakumari District and allot the Shop No.18 at Arignar Anna Stadium, New Shopping Complex, Nagercoil, Kanyakumari District to the petitioner, based on the petitioner's representation dated 20.09.2022.

PRAYER in W.P.(MD).No.23837 of 2022: Writ Petition is filed under Article 226 of the Constitution of India for issuance of a Writ of Mandamus, to direct the respondents 1 to 3, to fix the rent for one shop as Rs.10,000/- (Rupees Ten Thousand Only) including GST at Arignar Anna Stadium, New Shopping Complex, Nagercoil, Kanyakumari District and allot the Shop No.10 at Arignar Anna Stadium, New Shopping Complex, Nagercoil, Kanyakumari District to the petitioner, based on the petitioner's representation dated 20.09.2022.

PRAYER in W.P.(MD).No.23838 of 2022: Writ Petition is filed under Article 226 of the Constitution of India for issuance of a Writ of Mandamus, to direct the respondents 1 to 3, to fix the rent for one shop as Rs.10,000/- (Rupees Ten Thousand Only) including GST at Arignar Anna Stadium, New Shopping Complex, Nagercoil, Kanyakumari District and allot the Shop No.23 at Arignar Anna Stadium, New Shopping Complex, Nagercoil, Kanyakumari District to the petitioner, based on the petitioner's representation dated 20.09.2022.



WEB COPY



W.P.(MD).Nos.23834 to 23838 of 2022

For Petitioners : Mr.L.George Paul Anto

For Respondents : Mr.P.Athimoola Pandian
Standing counsel

COMMON ORDER

These writ petitions have been filed for issuance of a writ of Mandmaus, directing the respondents 1 to 3, to fix the rent for one shop as Rs.10,000/- (Rupees Ten Thousand Only) including GST at Arignar Anna Stadium, New Shopping Complex, Nagercoil, Kanyakumari District and allot Shop Nos.16, 17, 21, 22, 25, 18, 10 and 23 at Arignar Anna Stadium, New Shopping Complex, Nagercoil, Kanyakumari District to the petitioner, based on the petitioners' representation dated 20.09.2022.

2. The case of the petitioners is that the Shop Nos.16, 17, 21, 22, 25, 18, 10 and 23 were leased out to the petitioners for conducting business by the respondents and collected rents from them. Under the agreement, the rent was fixed as Rs.1,100/- and the lease agreement was



W.P.(MD).Nos.23834 to 23838 of 2022

renewable every year. On 01.02.2022, the second respondent has issued notice to the petitioners to hand over the shop to the respondents. Hence, the petitioners have filed writ petitions in W.P.(MD).Nos.5149 etc., batch and this Court, by order dated 24.03.2022, granted liberty to challenge the procedure for eviction from their respective shops by reviving the very same grounds that have been raised in these writ petitions, if so aggrieved. Thereafter, the second respondent has issued another notice on 09.05.2022 and also issued eviction order dated 26.07.2022. Aggrieved over the same, the petitioners filed appeals in C.M.A.Nos.15, 16 and 18 of 2022 before the Principal District Judge, Nagercoil, Kanyakumari District and the same is pending. Further, on 05.09.2022, at about 10.00 a.m., the second and third respondents and their men sealed the petitioners' shops.

3. It is the further case of the petitioners that the second respondent published Tender cum Public Auction Notification in Na.Ka.No. 38/kknk/2020, dated 07.09.2022 in Dinamalar news paper dated 08.09.2022. Aggrieved over the same, the petitioners filed W.P.(MD).No.



W.P.(MD).Nos.23834 to 23838 of 2022

21289 of 2022 before this Court and the same was disposed on 15.09.2022. There was no bid in the said Tender cum Public Auction Notification because of the higher lease amount. Then, the second and third Tender cum Public Auction Notification were invited by the second respondent to be held on 28.09.2022 and 03.10.2022 respectively and there was no bid, because of the higher lease amount. The petitioners have made a representation before the respondents 1 to 3 to allot the said shops to them by fixing Rs.10,000/- including GST as lease amount per month on 20.09.2022. But the same was not considered by the respondents till date. Hence, the present writ petitions have been filed.

4. The petitioners have checkered history and one after another writ petitions are filed. It is seen that originally the said shop numbers were leased out to some other persons and they handed over the same to the petitioners. Even though the respondents have tried to evict them on the ground that they have not paid the enhanced amount, the petitioners claimed that the products worth about several lakhs are still inside the shops. This Court has considered the same in W.P.(MD.Nos.5149 to 5165 of 2022 and passed an order, dated 24.03.2022, which reads as follows:

“6.The learned Senior Counsel appearing for the petitioners drew the attention of this Court to the various



W.P.(MD).Nos.23834 to 23838 of 2022

WEB COPY

lease agreements entered into by the respective petitioners with the second respondent for the past several years. Last such lease agreement is dated 01.04.2019. He drew the attention of this Court to the various clauses contained in the lease agreement. He would submit that the respective petitioners are only lessees and not licensees as claimed by the respondents. According to him, only in accordance with [Section 106](#) of the Transfer of Property Act, by filing a suit, the respondents are legally entitled to vacate the petitioners. According to him, arbitrarily and illegally, the second respondent has issued the impugned order terminating the licence calling upon the respective petitioners to vacate the premises on or before the stipulated date mentioned in the respective impugned orders. He would submit that though the agreements entered into by the respective petitioners is a lease agreement, under the impugned order the second respondent has intimated the petitioners as if they are licensees. He would submit that for almost 27 years, the petitioners are in possession of the respective shops and periodically their respective leases were also renewed by the respondents. Therefore, according to him, only under [Section 106](#) of the Transfer of Property Act, by filing a suit, the respondents are legally entitled to evict the petitioners. He would also submit that as an instrumentality of the State, the respondent must adopt the procedure established under law to evict a lessee.

7.However Mr.Veerakathiravan, learned Additional Advocate General, appearing for the respondents would submit that as a statutory body, they have a right to terminate the licence granted to the respective petitioners. According to him, various legal avenues are available to them to evict the respective petitioners in public interest. He would submit that the impugned order comes into effect only after the expiry of the licence granted to the respective petitioners. Therefore,



W.P.(MD).Nos.23834 to 23838 of 2022

WEB COPY

the petitioners are going to be evicted only in accordance with law, only after the period of their respective licence comes to end. He would submit that the petitioners cannot dictate terms to the respondents as to which method they need to adopt for evicting the respective petitioners. He would submit that some of the petitioners are not licensees and they are third parties. They do not have any right to approach this Court to protect their interest. It is also contended by the learned Additional Advocate General that the respondents are empowered to seek eviction of the respective petitioners under the [Public Premises Eviction of Unauthorised Occupants Act](#). The said statement is recorded.”

5. The learned Standing counsel appearing for the respondents would submit that the petitioners did not participate in the auction and simply stated that the amount was high. He would further submit that the shops were auctioned only in part and Shop Nos.16, 17, 21, 22 and 18 are occupied by various petitioners in these writ petitions and claimed that these buildings were not auctioned. When the auction was held for various other shops, eight shops were auctioned and all the shops were auctioned for above Rs.20,000/- and there is no possibility of allotting the same to the petitioners for the meagre amount of Rs.10,000/-. The authorities are not inclined to do so and prayed for dismissing the writ petitions.



W.P.(MD).Nos.23834 to 23838 of 2022

WEB COPY

6. It is once again reported reiterated that the petitioners cannot seek for remedy here and the petitioners were already directed to participate in the auction and without participating in the auction, the petitioners cannot approach this Court again and again. Hence, it is left open to the petitioners to participate in the tender process and they cannot compel the authorities to fix the rent. As such, these writ petitions are dismissed. It is made clear that the petitioners shall not sabotage the auction proceedings. No costs.

17.10.2022

Index: Yes/No

Internet: Yes/No

akv

To

1. The Sports Development Authority of Tamil Nadu

9/11



W.P.(MD).Nos.23834 to 23838 of 2022

WEB COPY

116A, Periyar EVR High Road,
Nehru Park,
Chennai.

2. Tamil Nadu Sports Development Authority,
represented by its District Sports Officer,
Nagercoil,
Kanyakumari District.
3. The Authorised Officer,
Sports Development Authority of Tamil Nadu
Shops of Commercial Complex,
Arignar Anna Stadium,
Nagercoil,
Kanyakumari District.

V.BHAVANI SUBBAROYAN,J.

akv



WEB COPY



W.P.(MD).Nos.23834 to 23838 of 2022

W.P.(MD)Nos.23834 to 23838 of 2022

17.10.2022