



W.P.No.576 of 2020

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 26.06.2023

CORAM

THE HONOURABLE MR.JUSTICE M.DHANDAPANI

W.P.No.576 of 2020

and W.M.P.Nos.677 & 679 of 2020 & W.M.P.No.2269 of 2022

M/s.India Pistons Limited,
Represented by CS Baburaj,
Senior Executive, aged 35 years,
Huzur Gardens
Sembiam,
Chennai-600 011.

. . . Petitioner

Vs.

1.The Commissioner/Director,
Directorate of Technical Education (DoTE)
53, Sardar Patel Road,
Guindy, Chennai-600 025.

2. The Principal,
Central Polytechnic College,
Taramani,
Chennai-600 113

. . . Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India to issue an order or direction or Writ in the nature of Writ of Certiorarified Mandamus calling for the records of the 2nd respondent pertaining to the issuance of the Letter No.10559/D1/2013 dated 30.10.2019 and the consequential letters in Letter No.10559/D1/2013 dated 25.11.2019, Letter No.10559/D1/2013 dated 23.12.2019 and quash the same and forbear the



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respondents from interfering with the peaceful possession and developmental activities at the ground within the Central Polytechnic College campus.

For Petitioner : M/s.M.Vijayamehanathan
for AAV partners
For Respondents : Mr.P.Sathish,
Additional Government Pleader
for R1 & R2.

ORDER

Aggrieved by the order passed by the 2nd respondent, the petitioner is before this court.

2. The petitioner/Indian Pistons Limited (in short 'IPL') is one of the oldest and largest producers of Pistons, Piston Rings and allied components in India. It is the case of the petitioner that a Memorandum of Understanding (MoU) dated 18.10.1995 was entered into between the petitioner/IPL and the 2nd respondent, the Central Polytechnic College valid for a period of 15 years from the date of agreement. Based on the said agreement and the approval granted by the 1st respondent vide letter dated 25.04.1995, IPL has developed the ground which is annexed to the 2nd respondent with good infrastructures at a cost of Rs.650 Lacs. The said



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ground was utilized by the players of IPL as well as the students of the 2nd respondent for sports activities.

3. Subsequently, a MoU was entered into between the petitioner and the 2nd respondent was renewed for another period of 15 years from 18.10.2010 till 17.10.2025. While so, the 2nd respondent had unilaterally passed the impugned order dated 25.11.2019 directing the petitioner to hand over the playground to the 2nd respondent, alleging that the said ground is being utilized for commercial purpose and the tennis court has been constructed without obtaining prior permission from the 2nd respondent. Challenging the said order, the petitioner is before this Court.

4. Learned counsel for the petitioner submitted that the allegations raised by the 2nd respondent is with regard to violations of the terms of the MoU entered into between the petitioner and the 2nd respondent as to the construction of Tennis court cannot be put against the petitioner as the petitioner has already obtained prior approval before constructing the tennis court and the proof has also been placed before this Court to that effect. Further, the petitioner has every right to carry out such developmental



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works in the playground in terms of the MoU which would expire only in the year 2025. Hence, the impugned order of the 2nd respondent is without any basis and the same is liable to be set aside.

5. Learned Additional Government Pleader appearing on behalf of respondents 1 & 2 submitted that the main grievance of the respondents is that the petitioner is not allowing the students of the 2nd respondent and they are not given the first priority to utilize the playground and that it is being utilized for the commercial gains which is a clear violation of the terms and conditions of the MoU.

6. This Court gave anxious consideration to the contentions advanced on either side as also the materials available on record.

7. It is not in dispute that a MoU was entered into between the petitioner and the 2nd respondent in and by which the petitioner had developed playground by putting in labour and money. The main grievance expressed by the 2nd respondent is that it is not given priority for use of the said playground and that the ground is being let for outsiders for use and



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that without any proper approval a Tennis Court has been constructed.

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8. Insofar as the construction of tennis court is concerned, the relevant papers with regard to the approval obtained for putting up the tennis court is placed before this Court. It is to be stressed that both the parties to the *lis* are governed by the terms of the MoU and merely to the asking, it is not open to either party to cancel the MoU as it would cause detriment to the other party. It is to be pointed out that while the MoU provides for priority use for the 2nd respondent, equally it is to be pointed out that the petitioner could not use the ground for commercial purposes as it is guided by the terms of the MoU and could use it only for *pro bono* activities, which does not involve any monetary consideration.

9. When the issue was put before the petitioner, the petitioner has fairly filed an undertaking that priority will be given to the 2nd respondent in utilisation of the ground and during the period when the ground is not utilized by the 2nd respondent, the same would be utilized by the petitioner for *pro bono* activities which does not involve any passing of monetary consideration for the use of the said ground. In such view of the matter, this



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Court directs that the 2nd respondent shall place its requirement as to the use of the ground on a monthly basis in advance to the petitioner by putting the petitioner on notice with regard to its requirement and on such dates, the 2nd respondent would get priority to the use of the ground. As for the other days, when the ground is not required by the 2nd respondent, the petitioner shall utilise the ground for the purpose of performing *pro bono* activities which does not involve monetary consideration.

10. In view of the aforesaid, the impugned order of the 2nd respondent is set aside and this Writ Petition is allowed in the above terms. There shall be no order as to costs. Consequently, the connected Miscellaneous Petitions are closed.

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Index : Yes / No

Internet : Yes / No



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