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WP Nos.17027 of 2020 and 66 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 21-07-2023

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THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

WP Nos.17027 of 2020 and 66 of 2021

And

WMP Nos.21111 of 2020 and 94, 17100 and 26551 of 2021

M/s.Gopal Naicker and Sons,
Represented by Harikrishnan,
No.1, Cochrane Basin Road,
Chennai-21.

... Petitioner in WP 17027/2020

Thiru M.Srinivasan

... Petitioner in WP 66/2021

Vs.

1.The Commissioner of Land Administration (FAC),
Chepauk,
Chennai-5.

2.The District Collector,
No.62, Singaravelan Maligai,
Rajaji Salai,
Chennai-600 001.

3.Tahsildar,
Fort Tondiarpet Taluk,
Chennai-600 003.

... Respondents in both WPs



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WP No.17027 of 2020 is filed under Article 226 of the Constitution of India for issuance of a Writ of Certiorari, calling for records pertaining to the proceedings No.E3/15827/2019 dated 27.10.2020 issued by the first respondent, confirming the proceedings No.R.C.No.J6/65759/1995 dated 19.06.2019 issued by the second respondent and quash the same.

WP No.66 of 2021 is filed under Article 226 of the Constitution of India for issuance of a Writ of Certiorari, calling for records pertaining to the proceedings of the first respondent herein bearing No.E3/15827/2019 dated 27.10.2020 confirming the proceedings of the second respondent in proceedings bearing No.J6/65759/1995 dated 19.06.2019 and quash the same.

For Petitioner in WP 17027/2020: Mr.R.Subramanian

For Petitioner in WP 66/2021 : Mr.A.K.Raghavulu

For Respondents in both WPs : Mr.D.Ravichander,
Special Government Pleader.

COMMON ORDER

The lis on hand has been instituted questioning the validity of the Appellate Order passed by the first respondent-Commissioner of Land



Administration in proceedings dated 27.10.2020 confirming the proceedings of the District Collector dated 19.06.2019 ordering for resumption of the land belonging to the Government.

2. The petitioner is the Partnership Firm. The petitioner-Partnership Firm states that they are the absolute owners of the land measuring 25 grounds out of 43 grounds of property situate in RS No.1802, Washermenpet Village, Fort-Tondiarpet Taluk. The petitioner-Partnership Firm is running a Foundry from 1884 onwards in the subject property. It was started by the Great Grandfather of Mr.C.L.Venugopal, who is the father of Mr.Harikrishnan, who is representing the petitioner-Partnership Firm. It was a registered Partnership Firm amongst the sons.

3. The petitioner-Partnership Firm further states that it is a Small Scale Industry and carrying on business after obtaining license under the Factories Act. The property has been assessed to tax. The Government acquired part of the land and compensation was also paid to the writ petitioner. The petitioner-Partnership Firm states that they are in possession and enjoyment of the said land for more than 100 years.



4. The petitioner-Partnership Firm has instituted civil suit in CS No.135 of 1965 before the High Court of Madras for partition and separate possession of the respective shares by their forefathers. A compromise decree was passed on 25.10.1967 in which the joint family business of Mr.C.Gopal Naicker and Sons was allotted to the petitioner apart from an extent of 8 grounds situate in No.20, Kathbada Road, Chennai-600 021.

5. The third respondent initiated revenue recovery proceedings against the petitioner-Partnership Firm with an allegation that 43.868 grounds had been given on lease to the forefathers of the petitioner-Partnership Firm and the lease conditions were violated by them. In respect of the show cause notice, the petitioner-Partnership Firm submitted their explanation denying the allegations. They are relied on the decree passed in CS No.135 of 1965 instituted by their forefathers, which ended with compromise and consequently, the Court passed compromise decree on 25.10.1967.

6. The petitioner-Partnership Firm states that without conducting any proper enquiry, the third respondent-Tahsildar passed an



order demanding the arrears of Rs.3,76,03,930/- and made an attempt to initiate distraint proceedings.

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7. The petitioner challenged the said proceedings before this Court in WP No.379 of 1999, which was dismissed. WA No.621 of 1999 was filed and the Hon'ble Division Bench of this Court directed the third respondent to conduct an enquiry after giving an opportunity to the parties concerned and in accordance with law. Thereafter, the petitioner requested the third respondent to furnish the copy of the proceedings and extract of permanent land records. However, without furnishing the said documents to the petitioner-Partnership Firm, an order dated 04.08.1999 was passed.

8. Again the petitioner-Partnership Firm filed CS No.861 of 1999 before this Court for a declaration that they are the absolute owner of 25 grounds out of 43 grounds of the property situate in RS No.1802, Washermenpet Village, Fort-Tondiarpet Taluk and for consequential injunction.

9. The petitioner-Partnership Firm filed an application for



injunction in OA No.889 of 2002 restraining the Authorities from initiating revenue recovery proceedings. Initially an injunction was granted and finally order of injunction was granted with a condition that the petitioner deposits a sum of Rs.5 lakhs on or before 25.06.2003 and another sum of Rs.5 lakhs within two months, which the respondents were permitted to withdraw. Further condition was laid that the petitioner would continue to pay a sum of Rs.15,000/- on or before 10th day of every succeeding month towards rent. The petitioner-Partnership Firm states that they are continuously paying the rental amount as fixed in the civil suit.

10. Due to change of pecuniary jurisdiction, the suit in CS No.861 of 1999 was transferred to City Civil Court and renumbered as OS No.14028 of 2010 on the file of the III Assistant City Civil Court, Chennai.

11. The learned counsel for the petitioner mainly contended that the civil suit is already pending before the Competent Civil Court of Law, wherein the petitioner is seeking the relief of declaration. Pursuant to the interim order granted in the suit, the petitioner-Partnership Firm is continuously paying the monthly rent of Rs.15,000/- from the year 2003



onwards. Therefore, the respondents cannot issue impugned orders during the pendency of the civil suit. The respondents have failed to produce the relevant revenue records to the petitioner-Partnership Firm. In spite of their request, the respondents proceeded and passed final orders. Therefore, the orders passed during the pendency of the civil suit are untenable. The appeal filed by the petitioner-Partnership Firm before the High Court was also disposed of without considering the fact that the civil suit between the parties are pending before the Competent Court.

12. The learned Special Government Pleader, appearing on behalf of the respondents seriously objected the contentions raised on behalf of the petitioner and drew the attention of this Court with reference to the vital facts, which were considered by the District Collector as well as by the Commissioner of Land Administration in the orders passed by them respectively. The proceedings of the Commissioner of Land Administration dated 27.10.2020, which is impugned in the present writ petitions reveal that the background of these cases have been considered. Accordingly, the original Government land measuring to an extent of 43 grounds and 868 sq.ft., approximately in Block No.28, RS Nos.1801, 1802/4, 1802/14 of



Tondiarpet Village and Taluk was leased out to M/s.C.Gopal Naicker and Sons for a period of 99 years by the District Collector, Chennai in proceedings in Rc.No.A1/1147/1923. During the audit of the Accountant General, it was pointed out that in G.O.Ms.No.1094, Revenue, dated 22.07.1985, the Government lands leased out to at 10% of the prevailing market value of land and accordingly raised an audit paragraph for non-collection of lease rent from M/s.C.Gopal Naicker and Sons.

13. Based on the audit objection, the Tahsildar, Tondiarpet calculated the lease amount as per G.O.Ms.No.1094, Revenue Department, dated 22.07.1965. The Tahsildar, Tondiarpet, issued a notice to the Lessee for the payment of arrears of lease rent to avoid revenue loss to Government in reference No.A1/21914/1998, dated 14.09.1998 demanding the payment of a sum of Rs.3,76,03,930/- as arrears of rent for the period from 01.04.1985 to 31.03.1998, in consonance with the Audit Report.

14. The Lessee filed WP No.379 of 1999 before this Court and it was dismissed on 19.03.1999 with a direction to conduct fresh enquiry and also ordered that the petitioner has to appear for the enquiry, but the



Lessee did not appear for the enquiry citing the medical grounds. WA No.621 of 1999 filed by the petitioner was also disposed of with a direction permitting the Authority to continue the enquiry. Accordingly, the enquiry was concluded. Subsequently, the orders impugned were passed by the respondents.

15. The Commissioner of Land Administration has considered the sequence of facts and the modus adopted by the petitioner-Partnership Firm for the purpose of retaining the Government land. It would be sufficient if the analysis made by the Commissioner of Land Administration in the impugned order is considered to understand the details regarding the cases filed by the petitioner-Partnership Firm. Various litigations filed by petitioner-Partnership Firm and the manner through which it is kept pending for years together. It is useful to consider those factual aspects, which all are narrated in paragraphs-15 to 21, 25, 26, 28, 29 and 32 of the order impugned, which read as under:-

“15. On filing of writ petition by the father of the petitioner against the above proceedings, this Court in its judgment dated 19.03.1999 in WP No.379 of 1999 had observed that it is clear that



the petitioner has no dispute about his right that he is only a Lessee with reference to the land in question and the dispute is only with respect to the quantum of rent. This Court has also observed that since the petitioner has not come forward with correct facts is not entitled for the discretionary relief. Moreover, the respondents ready to conduct an enquiry and the petitioner cannot be allowed to approach the Court. Accordingly dismissed the writ petition with cost of Rs.3,000/-. On filing of Writ Appeal, this Court in its order dated 23.04.1999 disposed the Writ Appeal No.621 of 1999 with a direction to the respondents to proceed the enquiry. Accordingly, the Tahsildar, Fort-Tondiarpet had conducted a detailed enquiry and pass orders in proceedings in Rc. No.A2/21914/96, dated 04.08.1999 advising the parties to pay the lease rent of Rs.376.03 lakhs within 15 days from the date of receipt of the order failing which action would be taken under Revenue Recovery Act for the recovery of arrears of lease rent.

16. Against the proceedings of the Tahsildar, dated 04.08.1999, the Lessee has filed CS No.861 of 1999 before this Court with a prayer



for permanent injunction restraining the defendants, their men, agent from interfering with the peaceful possession and enjoyment of schedule mentioned property. Upon this, in its interim order dated 08.02.2001 in OA No.716 of 1999 in CS No.861 of 1999, this Court has ordered that interim injunction granted in its order dated 18.11.1999 restraining the respondents from interfering with the possession and enjoyment of the property, there to be and was made absolute.

17. Since this Court ordered only for restraining the respondents from interfering with the possession and enjoyment, the Tahsildar Fort-Tondiarpet in the reference dated 22.03.2002 had issued notice for the payment of Rs.3,76,03,930/- towards the lease rent for the Government land in RS No.1801 etc., within seven days and failing which action would be taken under the provisions of Revenue Recovery Act.

18. While-so, the Hon'ble Court in its order dated 25.04.2003 in OA No.889 of 2002 in CS No.861 of 1999 directed the Lessee to deposit a sum of Rs.5,00,000/- within two months and also deposit another sum of Rs.5,00,000/- within a period of two months thereafter. Further, the



Hon'ble Court granted injunction restraining the respondents from initiating Revenue Recovery Act proceedings until further orders. The Hon'ble Court has also observed that the rights of the party shall be subject to the result of the suit in CS No.861 of 1999. The Hon'be Court has also directed the plaintiff to pay a sum of Rs.15,000/- per month. Again M/s.Gopal Naicker and Sons filed two applications 889 and 2264 of 2002 in CS No.861 of 1999 with a prayer to amend the plaint for including the prayer for declaration that the proceedings A3/2194/96, dated 30.06.2002 issued by the Tahsildar, Fort-Tondiarpet Taluk, Chennai-3 restraining him from collecting the lease rent under Revenue Recovery Act and also for a declaration that the plaintiff is the absolute owner of 25 grounds out of 43 grounds instead of 18 grounds originally prayed for in the main suit in OS No.861 of 1999.

19. In the opinion dated 05.08.2003, the Special Government Pleader, Hon'ble High Court of Madras had advised the District Collector, Chennai to explore the possibilities of terminating the lease, since the Lessee had violated the general provisions of all Government Lease Deeds



that there shall be no sub-lease.

20. Things being so, the CS No.861 of 1999 filed before the High Court was subsequently transferred from High Court to City Civil Court on 18.11.2010 and numbered as OS No.14028 of 2010. In its order dated 25.01.2012, the City Civil Court observed that this suit was taken up for final disposal and the plaintiff, his counsel, the defendants having absent and the defendants being called absent and said ex parte and the Court issued orders and decreed the suit and the same was dismissed for default. Thereafter, M/s.C.Gopal Naicker and Sons has filed a fresh OS No.1858 of 2018 before the City Civil Court, Chennai on 14.03.2018 with a prayer to grant permanent injunction restraining the defendants from disposing the plaintiff in the suit property except by due process of law. At the same time, they have also filed IA No.4141 of 2018 in OS No.14028 of 2010 on 02.04.2018 with a prayer to restore the suit to the file of City Civil Court and also to condone the delay for filing restoration petition.

21. In its judgment dated 09.10.2018 in OS No.1858 of 2018, the City Civil Court has



concluded that the defendants having right to initiate Revenue Recovery proceedings to the Proc. in RC No.A3/21914/1996, dated 05.06.2002. If the plaintiff had a grievance or want to continue the suit and any other relief related to the suit property, the plaintiff has to seek in the OS No.14028 of 2010 before the III Assistant City Civil Court, because the same relief already sought for in the above suit. The plaintiff has no right to file a new suit for the same relief. The suit is absolutely barred by res judicata. The plaintiff has sought for alternate relief, hence, permanent injunction cannot be granted. Since, the defendants are being Government Officials, their recovery proceedings or any other proceedings are treated as a proper procedure, which is deemed to be a due process of law. Finally, the Hon'ble High Court concluded that the suit is not maintainable as per law and accordingly dismissed the suit.

.. ..

25. Scrutiny of relevant records reveals that as per the registered Settlement Deed in document No.1213/1903, dated 23.09.1903, it was noted in the recital that the lands are basin foundry lease



lands/certificate lands. It is admitted fact that the lands belong to Government and given on lease for specific purpose. It is clearly stated that in the Partition Deed dated 23.09.1903, which was later settled through the compromised final decree in the Civil Suit in CS No.135 of 1965, on 25.10.1967 that the scheduled mentioned property is a lease property granted by the Collector of Madras. Total extent of 43.868 grounds of land leased out to M/s.C.Gopal Naicker and Sons had been partitioned among their family members of the Lessee along with the other properties owned by the Lessee. The Partition Deed the Lessee executed among the family members of M/s.C.Gopal Naicker and Sons by way of a compromise of final decree in CS No.135 of 1965, the land in question is shown as the Government land held on lease basis and it is openly admitted by the plaintiff in all the paras of this suit.

26. In the reference dated 22.09.1998, one Thiru Humayun Kabir, proprietor of M/s.Ansari Agencies has stated that one Thiru Arumugam Chetty was Lessee of the land, under the family members of M/s.Gopal Naicker and Sons. The said Lessee Thiru Arumugam Chetty allowed him to



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occupy the land as a Sub-Lessee. With regard to CS No.947 of 1990, he has stated that Thiru M.Srinivasan not only defrauded the Hon'ble Court and obtained partition decree by misrepresentation and fraudulently stating that the land in issue was family property and also by suppressing the fact that the lands belongs to Government of Tamil Nadu.

.. ..

28. In the representation dated 24.09.1998, M/s.Shalimar Paints Ltd., has stated that the land in RS No.1802/4 was leased out by Mr.C.L.Madhanagopal from 31.07.1983 in their favour vide registered Document No.2630/1983 dated 31.07.1983. They have also stated that the company does not know whether the land belongs to Government or not. Even they do not know the terms and conditions granted by the District Collector, Chennai.

29. It is pertinent to note that M/s.Gopal Naicker and Sons are in the habit of amending the prayer in the Courts from time to time to suit their convenience which is inconsistent with each other. During the hearing before this Forum the appellants have stated that the City Civil Court in



its order dated 30.01.2020 in IA No.1 of 2019 in OS No.14028 of 2010 has restored the OS No.14028 of 2010 and directed the parties to get along with the trial of the case, without taking any unnecessary adjournment. It is seen from the official website of the City Civil Court, that the above suit has been taken up for file on various occasions and lastly heard on 29.09.2020. It is also noted that the City Civil Court has not given any injunction restraining the respondents from resuming the possession and enjoyment of the appellants from the leased out lands.

.. ..

32. In view of the above conclusion, I find no valid reasons to interfere with orders of the District Collector, Chennai and the appeal petitions preferred by Thiru M.Srinivasan and Tvl.C.V.Sankaranarayanan and two others are hereby rejected as devoid of merits and confirming the orders of the District Collector, Chennai issued in RC No.J6/65759/95 dated 19.06.2019. Further, the District Collector, Chennai is hereby directed to resume the leased out land back to Government possession and also to collect the pending lease rent by revising the lease rent, once



in three years by adopting due procedure of law and furnish compliance report. Accordingly, the appeal petitions are disposed of.”

16. In the context of the above facts, this Court has to arrive an inevitable conclusion that the petitioner-Partnership Firm is adopting a litigious tactics for the prolongation of the issues one way or the other for retaining the Government land without any interruption. Litigious possession under the guise of multiplicity of proceedings at no circumstances be encouraged by the Courts, since such litigations are causing irreparable damage to the public property and to the financial prospects of the State.

17. Pertinently, the petitioner-Partnership Firm in their own suit have stated that the registered Settlement Deed in Document No.1213/1903, dated 23.09.1903, it was noted in the recital that the lands are Basin Foundry lease lands/certificate lands. It was admitted by the petitioner-Partnership Firm that the land belongs to the Government and given on lease for specific purpose. The Partition Deed dated 23.09.1903, which was later settled through the compromised final decree in the civil



suit in CS No.135 of 1965, on 25.10.1967 that the schedule mentioned property is a lease property granted by the Collector of Madras. Total extent of 43.868 grounds of land leased out to M/s.C.Gopal Naickr and Sons had been partitioned among their family members of the Lessee along with the other properties owned by the Lessee. The Partition Deed executed among the family members of M/s.C.Gopal Naicker and Sons by way of a compromise final decree in CS No.135 of 1965, **the land in question is shown as the Government land and held on lease basis and it is openly admitted by the plaintiff in all paragraphs of the suit.**

18. Relying on the said findings in the impugned order, the learned Special Government Pleader, appearing on behalf of the respondents, reiterated that the copy of the complaint and the relevant records, where there is a specific mentioning about the Government lands and the lease granted in favour of M/s.C.Gopal Naicker and Sons were not brought to the notice of this Court nor any documents are filed along with the present writ petitions and therefore, the conduct of the writ petitioner in suppressing those facts are also taken into consideration.



19. Even in respect of the other occupants, namely, M/s.Shalimar Paints Limited and Mr.C.L.Madhanagopal during the year 1983, they have stated that the Company does not know whether the land belongs to Government or not and even they do not know the terms and conditions granted by the District Collector, Chennai. Therefore, the petitioner-Partnership Firm have sublet the property to other third parties, which all are in violation of the lease conditions.

20. The Commissioner of Land Administration considering the factual matrix formed an opinion that there is no impediment for invoking the powers conferred on him under RS No.24 and resumed the land for the benefit of the public at large.

21. The District Collector and the Commissioner of Land Administration on verification of records and the modus adopted by the petitioner-Partnership Firm for taking away the Government land without even paying the rent drawn the reasons and considered the violations of lease conditions.



22. The violations of lease conditions and the explanations submitted by the petitioner-Partnership Firm were considered and the lease was cancelled and the lands are resumed through impugned orders by stating the following reasons:-

“(a) When the Original Lessee expired, the lease is deemed to have been lapsed. If at all the legal heirs wanted to continue with the lease, all they should have applied for lease renewal or for fresh lease. But, in the present case, even after the demise of the Original Lessee, they have been continuing to enjoy the valuable Government properties without paying lease and renting out the lands for their personal commercial gains, without informing the District Administration or the Government.

(b) They suddenly started claiming ownership for the leased lands, thereby posing greater threat to Government properties. Having paid lease since 1923 for more than 50 years, now, they have raised the ownership claim for these leased lands in 1999, after 76 years. Thus continuing to enjoy the lease will be detrimental to the Government's interest and properties.

(c) They started enjoying the Government



lands as their own lands and entered into multivarious transactions with respect to leased lands. The Encumbrance Certificate obtained from concerned Registration Offices clearly proved this fact. They have further went to the extent of mortgaging the Government property and obtaining a hefty loan from bankers.

(d) Whenever a Lessee wants to construct any building in leased land, prior permission ought to have been obtained from the appropriate Authority, namely, the Government through the District Collector. But, in the present case, they have failed to follow this and started constructing buildings in almost more than 80% of the leased lands and renting them out.

(e) They have constructed unauthorised buildings and also illegally permitted the sub-leased commercial companies to occupy their buildings for rental. It shows that they have utterly has violated the lease conditions.

(f) Most parts of the buildings were constructed before 1970s. Hence, it is confirmed that they had comfortably been violating the lease conditions and deriving revenue through illegal sub-leasing of leased lands for commercial



companies and perpetuating the violation continuously and unabatedly for the past more than 40 years.

(g) The lease amount to be payable by the Lessee works out to Rs.29,37,37,225/- (Rupees Twenty Nine Crores Thirty Seven Lakhs Thirty Seven Thousand Two Hundred and Twenty Five only) as on 31.03.2018, continuing the current lease will incur a huge loss to the Government Exchequer.

(h) They have failed to remit the lease rent for every fasali year as fixed by the Authority concerned, as per RSO-24A.

(i) They have so far failed to pay the arrears of lease as pointed out by the AG, i.e., Rs.376.03 lakhs, despite the fact that there are no Court orders against the said demand.”

23. Mere institution of civil suit would not preclude the Government from initiating proceedings under the provisions of the law in respect of the Government lands. The subject property is the valuable land located in the heart of Chennai City and is a commercial area, which may be utilised for public purposes. In respect of the Government properties, the



Authorities are expected to be vigilant and ensure that the lease rent is collected/recovered promptly and the interest of the Government is protected. Any lapses, negligence or dereliction in this regard are to be viewed seriously. Huge amount of public money is in loss in the event of non-recovery of such lease amount from the leaseholders. On account of long time occupation, the petitioner-Partnership Firm are now claiming title in respect of the subject property. However, the petitioner-Partnership Firm themselves in their own plaint in CS No.135 of 1965 have admitted the fact that the subject land belongs to the Government and it was leased out to them.

24. In respect of the admission of the petitioner-Partnership Firm in their own plaint that the land belongs to the Government and it was leased out to them and such pleadings are made available in CS No.135 of 1965 and in the circumstances, the suit filed by the petitioner-Partnership Firm and the CS No.135 of 1965 ended with compromise decree and it is relevant to consider Order XII, Rule 6 of the Code of Civil Procedure, wherein the procedures for speedy disposal of suit is contemplated. However, in the present case, the respondents have not filed any application



under Order XII, Rule 6 of the Code of Civil Procedure for the disposal of the suit. In respect of the scope of Order XII, Rule 6 of the Code of Civil Procedure, the Apex Court of India in the case of **Uttam Singh Duggal and Co. Ltd. vs. United Bank of India [(2000) 7 SCC 120]**, wherein in paragraphs-12 and 14, it has been held as under:-

“12. As to the object of Order 12 Rule 6, we need not say anything more than what the legislature itself has said when the said provision came to be amended. In the Objects and Reasons set out while amending the said Rule, it is stated that “where a claim is admitted, the court has jurisdiction to enter a judgment for the plaintiff and to pass a decree on admitted claim. The object of the Rule is to enable the party to obtain a speedy judgment at least to the extent of the relief to which according to the admission of the defendant, the plaintiff is entitled”. We should not unduly narrow down the meaning of this Rule as the object is to enable a party to obtain speedy judgment. Where the other party has made a plain admission entitling the former to succeed, it should apply and also wherever there is a clear admission of facts in the face of which it is



impossible for the party making such admission to succeed.

14. Before the trial Judge, there was no pleading much less an explanation as to the circumstances in which the said admission was made, so as to take it out of the category of admissions which created a liability. On the other hand, what is stated in the course of the pleadings, in answer to the application filed under Order 12 Rule 6 CPC, the stand is clearly to the contrary. Statements had been made in the course of the minutes of the Board of Directors' meeting held on 30-5-1990 which we have already adverted to in detail. In the pleadings raised before the Court, there is a clear statement made by the respondent as to the undisputed part of the claim made by them. In regard to this aspect of communicating the resolution dated 30-5-1990 in the letter dated 4-6-1990 what is stated in the affidavit-in-opposition in application under Order 12 Rule 6 CPC is save what are matters on record and save what would appear from the letter (sic resolution) dated 30-5-1990 all allegations to the contrary are disputed and denied. This averment would clearly mean that



the petitioner does not deny a word of what was recorded therein and what is denied is the allegation to the contrary. The denial is evasive and the learned Judge is perfectly justified in holding that there is an unequivocal admission of the contents of the documents and what is denied is extent of the admission but the increase in the liability is admitted.”

However, it is for the respondents to initiate appropriate actions in this regard.

25. The power of Judicial Review of the High Court under Article 226 of the Constitution of India, is to ensure the processes through which a decision has been taken by the Competent Authorities in consonance with the Statutes and the Rules in force, but not the decision itself. Therefore, certain disputed facts regarding title need not be decided in the writ proceedings, as rightly contended by the petitioner-Partnership Firm.

26. However, in the present cases, the title regarding the property has been conceded by the petitioner-Partnership Firm in CS



No.135 of 1965, which was considered by the District Collector and the Commissioner of Land Administration. The consideration of facts in the impugned order and the facts recorded by the Commissioner of Land Administration would be sufficient enough to form an inevitable opinion that there is no infirmity in respect of the order impugned passed by the District Collector and the Commissioner of Land Administration. An opportunity was afforded to the petitioner-Partnership Firm to defend their case. But they have not produced any title documents to the satisfaction of the Authorities. Contrarily, the litigation instituted by the petitioner-Partnership Firm would reveal that they have accepted the fact that the land belongs to the Government and it was leased out to the Great Grandfathers of the petitioner-Partnership Firm on conditional basis. The petitioner-Partnership Firm have not admitted that fact that they are not paying the lease rent amount of Rs.15,000/- per month, now being paid, pursuant to the interim order passed in the civil suit. Even the lease rent amount of Rs.15,000/- per month payable by the petitioner-Partnership Firm from the year 2003 has not been revised for the past about 20 years, despite the fact that the market value of the land is sky-rocketing in Chennai City.



27. The Government largesse are to be revisited by the Competent Authorities of the Government, who all are duty bound to protect the interest of the State and the people of our Great Nation and periodical review of such Government largesse are of paramount importance and it is mandated under the Constitution in order to ensure efficient public administration.

28. It is brought to the notice of this Court that large scale Government properties under lease or assignments or otherwise are left without recovery of any rent properly or meagre amount of lease rent is being collected, which is causing huge financial loss to the State Exchequer. Thereby the respondents are failing in their duties to protect the financial interest of the State.

29. Periodical enhancement of lease rent for Government largesse are not being taken into consideration for the purpose of recovering the lease rent from the Lessees/Assignees etc., nor actions are initiated to cancel such lease or assignments in a time bound manner. Therefore, the Commissioner of Land Administration is directed to initiate all appropriate



and swift actions to dig out the illegalities and irregularities in Government leases, assignments etc., and initiate all appropriate actions to protect the financial interest of the State.

30. It is brought to the notice of this Court that in certain cases files are not available even in the Government Offices and there is a possibility of collusion, fraudulent activities or corruption in the matter of dealing with such high value properties belonging to the Government and swift actions are highly warranted. When the Government files are missing in respect of such high value properties belonging to the Government, actions to that extent is necessary and imminent and in the event of failure, the Government should not hesitate to prosecute the officials, who all are responsible and accountable for missing of files or inactions, commissions, omissions, as the case may be.

31. In view of the facts and circumstances, the petitioner-Partnership Firm have not established any acceptable ground for the purpose of considering the relief as such sought for in the present writ petitions.



32. Accordingly, WP No.17027 of 2020 stands dismissed.

However, there shall be no order as to costs. Consequently, the connected miscellaneous petitions are also dismissed.

33. In respect of WP No.66 of 2021, the very same resumption order passed by the District Collector and the Commissioner of Land Administration, are under challenge. However, the distinguishable facts are that the petitioner Mr.M.Srinivasan in WP No.66 of 2021 has not filed any civil suit and subsequently based on the show cause notice issued by the Tahsildar. However, the petitioner also has submitted an explanation denying the allegations and claim that he is the absolute owner of the property. Since the title of the said Mr.M.Srinivasan. in WP No.66 of 2021, claimed originally is based on the compromise decree passed in CS No.135 of 1965, the origin of the claim of the petitioners in both the writ petitions in WP Nos.17027 of 2020 and 66 of 2021 are one and the same. But the distinguishable facts are that Mr.M.Srinivasan, who is the petitioner in WP No.66 of 2021, has not instituted any fresh suit after the compromise decree passed in CS No.135 of 1965, but he claims to be the absolute owner of the



portion of the subject property in his occupation. However, the fact remains that the whole area falls under the category of Government lands and the lease granted to the Great Grandfathers of the petitioner Mr.M.Srinivasan, who derived the property from and out of the Partition Deed and therefore, there is no separate consideration is required as far as WP No.66 of 2021 is concerned. More-so, the reasons given in the impugned order are one and the same. Thus there is no distinguishable reasons for further consideration. Thus, the respondents are directed to initiate swift action to resume the Government land and utilise the same for public purposes.

34. In the result, both WP Nos.17027 of 2020 and 66 of 2021 are dismissed. However, there shall be no order as to costs. Consequently, the connected miscellaneous petitions are also dismissed.

21-07-2023

Index : Yes/No
Internet: Yes/No
Speaking order/Non-Speaking order
Neutral Citation : Yes/No
Svn



To

1. The Commissioner of Land Administration (FAC),
Chepauk,
Chennai-5.

2. The District Collector,
Chennai-600 001.

3. Tahsildar,
Fort Tondiarpet Taluk,
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66 of 2021

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