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W.P.No.32688 of 2022

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Orders Reserved on :10.03.2023

Orders Pronounced on :15.03.2023

CORAM:

THE HONOURABLE MR.JUSTICE RMT.TEEKAA RAMAN

W.P.No.32688 of 2022

M/s.Nippon Audiotronix Pvt.Ltd,

Represented by its Chief General Manager,

D-8, Sector-X,

Noida – 201 301, Uttar Pradesh

... Petitioner

Vs

1. SIPCOT

Represented by its Managing Director,
19-A, Rukmani Lakshmipathy Road,
Post Box No.7223, Egmore,
Chennai – 600 008.

2. Estate Officer,

SIPCOT Industrial Growth Centre,
Mathur Post & Village, Sriperumbudur Taluk,
Oragadam, Kanchipuram – 602 105.

... Respondents

Prayer:– Writ Petition filed under Article 226 of Constitution of India, to issue a Writ of Certiorarified Mandamus, calling for the records and quash the 2nd respondent's order dated 01.03.2021 bearing Procds.No.PO/SIGC/ORG/Nippon/2020 cancelling the allocation of lands to petitioner and directing the 2nd respondent to restore the original land allotted in the name of the petitioner.



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For Petitioner : Mr.N.Surya Senthil
For Surana & Surana

For Respondents : Mr.R.Gunaalan

ORDER

The petitioner is an allottee of the Plot No.RNS 19 measuring 2.22 acres in the SIPCOT Industrial Growth Centre which was allotted to the petitioner vide allotment order dated 11.09.2012.

2. The Writ Petition is filed for the relief of quashing the cancellation of land-allotment order to the petitioner and to direct the second respondent to restore the original land allotted in the name of the petitioner.

3. Mr.R.Gunaalan, learned counsel filed a vakalat for the respondent SIPCOT and counter has also been filed.

4. *The admitted factual position arises are as under:-*

(a) The allotment order for Plot No.RNS-19/2.22 acres was issued on 11.09.2012 to the petitioner company. The petitioner executed and registered the Lease Deed on 13.03.2013.



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"As per condition No.3 (viii) of the allotment order and 17 & 18 of Lease Deed, the petitioner shall have to commence construction of buildings within six months from the date of allotment order and be completed within 24 months from the date of allotment order and commence commercial production within 30 months from the date of allotment order".

(b) As per clause 9 of the Lease Deed, "The party of the First Part reserves the right to cancel the allotment, disconnect the water supply and forfeit the amount remitted for the plot allotted for the following reasons. Non-compliance of the terms and conditions of the allotment order or of this lease deed including non-payment of dues. On such cancellation, the party of the second part shall have no right to claim the amount paid towards the plot or the interest already paid.

(c) As per clause 14 (i) of the Lease Deed, "If, in the opinion of the party of the First Part, it is found that the land allotted to the party of the second part is not put to use for the purpose for which it was allotted or is in excess of the actual requirements of the party of the second part for the purpose for which it was allotted, the party of the first part shall at any time have the right to cancel the allotment in respect of such land or excess land, as the case may be, and resume the same under the provision of Tamil Nadu Public Premises (Eviction of Unauthorized) Occupants Act, 1975".



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"In the event of resuming excess land by the party of the first part the plot deposit and development charges and additional development charges collected from the party of the second part will be suitably modified and refund of the plot deposit alone if any, due to the party of the second part will be made".

5. Even after lapse of more than 8 years, the petitioner has not even commenced construction in the plot allotted and hence procedures for to surrender the plot has initiated on 29.09.2020.

a) 90 days notice and cancellation of allotment were ordered sent to the registered address of the petitioner.

b) On the receipt of cancellation order, the petitioner requested to invoke the cancellation or order wherein, the first respondent has replied to pay the differential costs of Rs.64,14,500/- within 30 days from the date of receipt of the letter dated 31.12.2020 for revocation of cancellation order. However, it appears that the petitioner has neither replied nor paid the differential costs.

c) Accordingly, cancellation order was confirmed and proceedings in the Tamil Nadu Public Premises (Eviction of unauthorized Occupants) Act,1975 was invoked Form A and Form B notices was issued to the petitioner. While so, petitioner by a letter dated 22.12.2020 requested to revoke the cancellation order.



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6. At this juncture, correspondence to the respondent to remit the differential plot costs Rs.64,14,500/- within 30 days in order to revoke cancellation.

7. The petitioner company has neither replied nor attended the enquiry and eviction order was passed on 01.03.2021 and they took re-possession by way of resumption of plot on 15.03.2021 and suo moto cancellation deed executed and registered on 16.04.2021.

8. Further, the above said plot 2.22 acres was bifurcated and allotted as two units on 17.03.2022 and 15.05.2022 and they also executed and registered a lease deed on 18.05.2022 and 14.06.2022. It is a specific stand of the respondent/SIPCOT that as on date, there is no vacant plot available in SIPCOT, Oragadam.

9. The learned counsel for the petitioner contended that the respondent have orally assured to extent the time for 2 years but they failed to do so. This Court is unable to accept such plea.

10. The next contention raised by the learned counsel for the petitioner is that he has remitted a D.D for a sum of Rs.64,14,500/-



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only on 21.10.2021 and produced xerox copy of the said D.D is said to have been drawn on HDFC.

11. In the counter affidavit, the respondent has categorically denied that it was no tendered.

12. The learned counsel for the respondent could draw my attention to the E-mail sent by the petitioner dated 21.12.2021 wherein on behalf of the petitioner it is communicated that "we are ready to pay the differential land costs together with processing fees immediately upon your confirmation" and further contended that based upon the E-mail, if really, had there been a tender of demand draft drawn on 21.10.2021 the same could have been found mentioned in the said E-mail dated 21.12.2021 assumes significance.

13. On perusal of the E-mail dated 21.12. 2021 in the typed set of papers furnished by the petitioner, I find that there is no whisper regarding tendering of the demand draft nor any mention about it and hence, I find that the contention of the respondent has to be upheld.



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14. In view of the factual position that subsequent to the cancellation of the allotment order and also invocation of the proceedings under the Tamil Nadu Public Premises (Eviction of unauthorized) Occupants Act, the plot was resumed as early as on 15.03.2021 and subsequently the plot was bifurcated and allotted to two persons on 17.03.2022 and 18.05.2022 respectively and the respective Lease Deeds were registered on 18.05.2022 and 14.06.2022 and hence, I find that there is no merits in this case.

15. In view of the above stated position, I find that there is no vacant space available in the SIPCOT-Oragadam and prayer in the Writ Petition cannot be granted. Consequently it is held that this Writ Petition is devoid of merits and liable to be dismissed. If there is any refund of amount to be paid to the petitioner, the respondent shall do so at the earliest with least possible delay.

16. Accordingly, this Writ Petition is dismissed. No costs.

15.03.2023

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Index:Yes/No

Neutral Citation : Yes/No

To

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RMT.TEEKAA RAMAN,J.,

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order in
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