



W.P.No.30238 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 17.10.2023

CORAM

THE HON'BLE Mr. JUSTICE KRISHNAN RAMASAMY

W.P.No.30238 of 2023
and
W.M.P.No.29833 of 2023

M/s.Haddows Club,
rep. by its Secretary Ms.Swetha Kumar,
No.6, Kushkumar Road, Nungambakam,
Chennai 600 034.

... Petitioner

Vs.

- 1.The State of Tamil Nadu,
Rep by its Principal Secretary,
Prohibition and Excise Department,
Fort St George, Chennai 600 009.
- 2.The District Collector,
SingaravelanMaaligai,
Chennai 600 001.
- 3.The Commissioner, Prohibition and Excise,
Chepauk, Chennai 600 005.
- 4.The Joint Commissioner,
Commissionerate of Prohibition and Excise,
Ezhilagam Annex Building, Chepauk,
Chennai 600 005.



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5.The Tamil Nadu State Marketing Corporation Limited,
Rep by its Managing Director,
CMDA Tower II, IV Floor,
4654 Gandhi-Irvin Bridge Road,
Egmore, Chennai 600 008.

6.M/s.Ferdous Estates Privates Limited,
Rep by Director,
M.H.Ferdous Begum Mohammed Haneefan,
G-18, Ground Floor, C-Block,
Marina Square, No.26/27, Santhome High Road,
Mylapore, Chennai 600 004.

... Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India praying to issue a Writ of Certiorarified Mandamus, to call for the records relating to the impugned order in MA5/9452/2023 dated 21.09.2023 of the 2nd respondent and quash the same and consequently, direct the 3rd respondent to renew the FL-2 license issued to the petitioner within a time fixed by this Court.

For Petitioner : Mr.AR.L.Sundaresan, Senior Counsel
for Mr.K.K.Muralitharan.

For Respondent : Mr.S.Ravikumar,
Special Government Pleader
for R1 to R4

Mr.K.Sathishkumar,
Standing counsel for R5



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ORDER

This writ petition has been filed to call for the records pertaining to the impugned order dated 21.09.2023 and for a direction to the third respondent to renew the FL-2 license issued to the petitioner.

2. Mr.S.Ravikumar, learned Special Government Pleader, takes notice on behalf of the respondents 1 to 4 and Mr.K.Sathishkumar, learned Standing counsel, takes notice on behalf of the 5th respondent.

3. By consent of the parties, the main writ petition is taken up for disposal at the admission stage itself.

4. The petitioner is a club, registered under the Tamil Nadu Societies Registration Act and it was running from the year 1994 till date. The petitioner had entered into the lease agreement with the then owner of the property on 17.10.2018 for a period of 10 years i.e., from 01.10.2018 to 30.09.2028. Thereafter, based on the said lease agreement,



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the petitioner has submitted their representation to the third respondent for renewal of FL-2 license of the club. At this juncture, when such representation was made for renewal of FL2 license, all of a sudden, the 2nd respondent had passed the impugned order dated 21.09.2023 stating that the 6th respondent, who is the purchaser of the property, had made an objection for the said renewal. Hence, this writ petition came to be filed.

5. The learned Senior counsel appearing for the petitioner would submit that at the time of entering into the lease agreement, by virtue of a covenant in the lease agreement, it has been assured that any purchaser/transferee/licensee/mortgager of the scheduled premises/building shall be bound by the terms of this lease deed and the lease shall stand attorned in the name of such purchaser/transferee/licensee/mortgager. Further, it was assured that the lessor shall ensure that the future owner or successor-in interest of the schedule premises/ building shall be bound to abide by the terms of this lease deed.



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6. By referring the aforesaid terms of the lease deed, he would contend that in the present case, though the 6th respondent had purchased the property, still there is no bar for the 2nd and 3rd respondents to renew the FL-2 license in terms of the lease deed dated 17.10.2018, which was entered between the petitioner and the erstwhile owner. Therefore, he prayed for appropriate orders.

7. In reply, the learned counsel appearing for the third respondent would submit that since the 6th respondent, who is the purchaser of the property, had made objections for renewal of FL-2 license of the petitioner, the said impugned order came to be passed. Further, he would submit that if any order is passed by this Court, the respondent will abide with the same.

8. Heard Mr.AR.L.Sundaresan, learned Senior counsel for the petitioner and the learned counsel for the respondent and also perused the materials available on record.



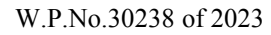
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9. In view of the fact that the petitioner had entered into the lease agreement dated 17.10.2018 for a period of 10 years from 01.10.2018 to 30.09.2028 with the then owner of the property on a condition that the future owner of the said property shall also be bound to abide by the terms of this lease deed, this Court find no force in the submissions made by the learned counsel for the respondent to suspend the FL-2 license, which was issued by them to and in favour of the petitioner. The only reason stated by the respondents 2 and 3, to suspend the license of the petitioner, is that the lease agreement dated 17.10.2018 was not produced before them.

10. The learned Senior counsel for the petitioner would submit that the petitioner will produce the said lease agreement before the respondent even by today or tomorrow.

11. In view of the above submission, this Court directs the petitioner to submit the registered lease agreement dated 17.10.2018 before the respondents 2 and 3 and upon receipt of the same, the



respondents 2 and 3 are directed to consider the representation of the petitioner to renew the FL-2 license.

12. As per the agreed terms of the lease agreement, even if the property is sold to the 6th respondent, the 6th respondent is still bound by the aforesaid lease agreement till the completion of lease period. Hence, if there is any grievance, it is for the 6th respondent to approach the appropriate forum to avail appropriate remedy to challenge these terms and conditions of the lease agreement but not before this writ Court. Until the cancellation of the lease agreement is confirmed by the appropriate Court of law, the petitioner is entitled for the renewal of license till 30.09.2028 i.e., completion of lease period.

13. In view of the above, I do not find any impediment for the renewal of license by the respondents 2 and 3. Hence, the respondents 2 and 3 are directed to consider the request made by the petitioner within a period of seven days from the date of receipt of the lease deed.



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KRISHNAN RAMASAMY.J.,
nsa

14. With the above directions, this writ petition is disposed of.

Consequently, the connected miscellaneous petition is also closed.

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Speaking/Non-speaking order

Index : Yes / No

Neutral Citation : Yes / No

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Note: Issue order copy on 18.10.2023

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