



W.P.(MD)Nos.1300 and 20185 of 2023

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED : 31.08.2023

CORAM:

THE HONOURABLE MR.JUSTICE B.PUGALENDHI

W.P.(MD)Nos.1300 and 20185 of 2023

and

W.M.P.(MD)Nos.16653, 16654, 1193 and 1194 of 2023

W.P.(MD)No.1300 of 2023

P.Rajan

... Petitioner

versus

1. The Managing Director,
Tamil Nadu Tourism Development
Corporation Limited (TTDC),
Tamil Nadu Tourism Complex,
No.2, Valaja Road,
Triplicane,
Chennai – 600 002.

2. The Regional Manager,
Hotel Tamil Nadu,
Tamil Nadu Tourism Development
Corporation Limited (TTDC),
Madurai.

3. The Manager,
Hotel Tamil Nadu,
Tamil Nadu Tourism Development



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Corporation Limited (TTDC),
Kanyakumari.

... Respondents

Writ Petition filed under Article 226 of the Constitution of India, seeking for the issuance of Writ of Mandamus, to direct the respondents to extend the lease period for running the shops put up in Survey No.599/1, Kanyakumari Village for another period of 6 years, i.e.from 18.01.2023 to 17.01.2029 by considering the petitioner's representation dated 18.01.2023.

For Petitioner : Mr.M.P.Senthil

For Respondents : Mr.Veerakathiravan,
Additional Advocate General
assisted by Mr.Lakshmanan,
Standing Counsel

W.P.(MD)No.20185 of 2023

P.Rajan

... Petitioner

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3. The Manager,
Hotel Tamil Nadu,
Tamil Nadu Tourism Development
Corporation Limited (TTDC),
Kanyakumari.

... Respondents

Writ Petition filed under Article 226 of the Constitution of India, seeking for the issuance of Writ of Certiorarified Mandamus, to call for the records relating to the impugned proceedings dated 13.01.2023 in Letter No.832/H3/2016 issued by the 1st respondent as well as the consequential tender notification No.216/ம.அ(தெற்கு)த.க.வ.க/மதுரை/2023 dated 28.07.2023 issued by the 2nd respondent published in the Dinathanthi Tamil daily on 01.08.2023 and quash the same and further direct the respondents 1 to 3 to permit the petitioner to remove the entire goods stored in the temporary 19 shops as well as to dismantle and recover the entire structures utilized for putting up the temporary 19 shops by the petitioner in Survey No.599/1, Kanyakumari Village.

For Petitioner : Mr.M.P.Senthil



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For Respondents : Mr.Veerakathiravan,
Additional Advocate General
assisted by Mr.Lakshmanan,
Standing Counsel

COMMON ORDER

The petitioner is a licensee to a vacant land at Kanyakumari, which belongs to the Tamil Nadu Tourism and Development Corporation Limited.

2. W.P.(MD)No.1300 of 2023 is filed for a Mandamus directing the respondents to extend the lease period for running the shops put up by the petitioner in Survey No.599/1, Kanyakumari Village for another period of six years from 18.01.2023 to 17.01.2029, by considering the petitioner's representation dated 18.01.2023.

3. The learned counsel appearing for the petitioner submits that he has obtained a lease with regard to a vacant land in Survey No.599/1 belonging to the respondent Corporation with a permission to put up



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shops and to conduct the same. He has obtained the licence in the year 2017 for a period of six years and put up 19 shops and he is also running the shops till December 2022. Due to the pandemic period, the petitioner has made a request to extend the lease period for another period of six years and to waive the lease amount. The request of the petitioner for extension of the lease period was not considered. However, the lease amount of one year has been waived.

4. The learned counsel appearing for the petitioner, by referring to the construction put up in the land, submits that the petitioner has invested huge amount and therefore, the lease period granted to him must be extended for a further period of six more years for conducting the business and he is also prepared to pay the enhanced lease amount to the respondent Corporation.

5. The learned counsel appearing for the petitioner further submits that while the petitioner's application for extension of lease



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period is pending with the respondent Corporation, the respondent Corporation has issued an auction notice for conducting auction on the land in Survey No.599/1 along with the shops which have been put up by the petitioner. According to him, these 19 shops have been put up by the petitioner, based on the earlier agreement and all these infrastructures have been developed by the petitioner alone and therefore, the petitioner is entitled to remove all these building materials in the event if the respondent Corporation is not extending the lease period.

6. In response to the contentions raised by the learned counsel for the petitioner, the learned Additional Advocate General submits that it is true that the vacant land in Survey No.599/1 has been leased out to the petitioner in the year 2017 only for a limited period of six years. The petitioner was also permitted to put up the shops only within the campus. However, the petitioner has made a request to the respondent Corporation to demolish the compound wall, which is in existence, so



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that, the people can access the property from main road easily.

Therefore, his request was considered and he was also permitted to demolish the compound wall which is in existence. Since the lease period was over in the year 2022, due to the pandemic period, the petitioner has made a representation to extend the lease period for another period of six years and to waive the lease amount. The petitioner's request was considered and the lease amount of Rs.3,00,000/- for a period of one year has been waived and therefore, the petitioner is not having any legal right for extension of lease period.

7. The learned Additional Advocate General further submits that possession has been taken as early as in the month of January 2023 and therefore, there is no impediment for the respondent Corporation to conduct auction. The learned Additional Advocate General by referring to Clause 13 of the agreement dated 18.01.2017 submits that as per the said clause, the petitioner has to leave the construction if any made in the subject property and the petitioner is not entitled to claim for the



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fixtures and other things made in the subject property.

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8. The learned counsel appearing for the petitioner, by referring to Clause 12 of the agreement submits that as per Clause 12 of the agreement, the land has to be handed over in the same position as it was handed over to the petitioner.

9. This Court considered the rival submissions made.

10. The petitioner was leased out a vacant land at Kanyakumari belonging to the Tamil Nadu Tourism Development Corporation Limited for a period of six years, i.e. from 18.01.2017 to 17.01.2023 and an agreement was also entered between the parties. The petitioner was also allowed to put up construction in that place.

11. Thereafter, The petitioner has made a representation dated 09.01.2023 to extend the lease period for another period of six years



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and to waive the lease amount. Though the request of the petitioner for extension of lease period was not considered by the petitioner, in view of the pandemic situation, the lease amount of one year was waived by the respondent Corporation.

12. Now, the petitioner claims that his lease period must be extended, since it is purely a contractual matter and the entire thing is based on the contract and the contract was provided him only for a period of six years. According to the respondent Corporation, the petitioner is not entitled for any extension of lease period.

13. There is an agreement between the parties on 18.01.2017, wherein, certain clauses are stipulated by the respondent Corporation. Clauses 12 and 13 would be relevant and the same are extracted as under:

“12. குத்தகைக் காலம் முடிந்தவுடன்
கடைகள் கட்டப்பட்ட இடத்தை அதே நிலையில்
திருப்பி கொடுக்கப்பட வேண்டும்.



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13. குத்தகைத்தாரரால் ஏதாவது நிலையான
கட்டிடங்கள் கட்டப்பட்டு இருந்தாலும்
குத்தகைக்காலம் முடிந்த பிறகு அதையும்
சேர்த்து திருப்பி ஒப்படைக்க வேண்டும்.
அதற்கான இழப்பீடு எதுவும் வழங்கப்படமாட்டாது.”

As per clause 12, the petitioner is expected to return the land as in the same condition which has been handed over to him.

14. The learned Additional Advocate General by referring to Clause 13 submits that the permanent structure if any made need not be disturbed at the time of returning the land. The learned Additional Advocate General has also pointed out that there was a compound wall and at the request of the petitioner, the said compound wall was allowed to be demolished for the people to have easy access from the highways to the petitioner's shop.

15. In view of the above, W.P.(MD)No.1300 of 2023 is dismissed as not maintainable and W.P.(MD)No.20185 of 2023 is



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disposed of by granting liberty to the petitioner to participate in the auction. In the event of petitioner succeeding in the auction, he can return fixtures if any made in the property till the lease period granted by the respondent Corporation. In the event of petitioner not succeeding in the auction, then, he is at liberty to remove the structure if any made by the petitioner in the respondent's property. In the event of any body else taking the property on auction, the petitioner shall remove the fixtures within a period of four weeks from the date of confirmation of the auction and restore the compound wall as in the original condition to the respondent Corporation. No costs. Consequently, connected miscellaneous petitions are closed.

31.08.2023

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NCC : Yes / No.
Index : Yes / No.
Internet : Yes / No.



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B.PUGALENDHI, J.

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