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Writ Petition (MD)No.8810 of 2021



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

Dated : 24.07.2023

CORAM:

THE HONOURABLE MR. JUSTICE P. DHANABAL

Writ Petition (MD)No.8810 of 2021

J.Anthoni Jaya

... Petitioner

Vs.

1.The District Collector,
Madurai.

2.The Commissioner of Police,
Madurai Corporation,
Madurai.

3.The District Revenue Officer/Senior Regional Manager,
TASMAC Ltd,
Madurai.

4.The Assistant Commissioner, (Excise Division),
Collectorate,
Madurai.

5.The Deputy Collector/District Manager,
TASMAC Ltd.,
Madurai North,
Madurai.

6.The Supervisor,
TASMAC Retail Shop,
Shop No.326-6 Pandian Street,
Pandi Kovil,
Madurai District.

7.Ramachandiran

... Respondents



Prayer: Writ Petition is filed under Article 226 of Constitution of India, praying for issuance of a Writ of Mandamus, directing the second respondent to take appropriate action as per the proceedings of the fourth respondent dated 14.11.2019 to vacate the shop and bar immediately by settling the rent arrears and to consider the petitioner representation dated 21.10.2019.

For Petitioner : Mr.V.Panneer Selvam
For Respondents 1 & 2 : Mr.R.M.Anbunithi
Additional Public Prosecutor
For Respondents 3 & 5 : Mr.H.Arumugam
For Respondents 4 & 6 : No Appearance

ORDER

The petitioner has filed this writ petition in a nature of Writ of Mandamus, directing the second respondent to take appropriate action as per the proceedings of the fourth respondent dated 14.11.2019 to vacate the shop and bar immediately by settling the rent arrears and to consider the petitioner representation dated 21.10.2019.

2. According to the petitioner, he is residing in the house in Door No. 326/6, Pandian Street near Pandi Kovil, Madurai. The respondent Department approached him to run the TASMACH shop in his house in the above suit property and he also accepted and entered into an agreement dated 29.08.2018. The advance amount of Rs.1,00,000/- is fixed and rent



amount is fixed as Rs.15,000/- per month. On the same date i.e., on 29.08.2018, the fifth respondent sent a communication to the Commissioner of Police, Madurai to give police protection to shift the shop to his house. Without knowledge of the petitioner and without his permission, the respondents started to run the bar. Therefore, he approached the respondents and asked the same. Thereafter, he came to know that they created fraudulent document dated 13.07.2018, as if he sent a letter to the fifth respondent herein by giving consent to run the TASMACH shop No.5561 in his house, which is totally fraudulent document. Hence, he filed a complaint before the Higher Officials of the TASMACH Department as well as Police Department. The fourth respondent herein sent a letter to the Commissioner of Police, Madurai on the complaint dated 21.10.2019 by his communication dated 14.11.2019. Thereafter, the second respondent herein has not taken any action. He also sent a representation to the fourth respondent on 21.10.2019 to take proper action against the person who created fraudulent documents and to vacate the shop and bar immediately by settling the rent arrears. Till date no action was taken. Hence, they filed this writ petition.

3.No counter was filed on the side of the respondents.



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4.The learned counsel appearing for the petitioner would contend that the respondents were permitted for running a TASMAC shop and they entered into agreement and as per agreement, Rs.1,00,000/- was paid as advance and thereafter, Rs.15,000/- was fixed as rent. While facts are being so, the respondent without permission of the petitioner, started to run a bar in the said premises and thereafter, they came to know they created forgery document dated 13.07.2018. Thereafter, he sent a complaint to the Commissioner of Police and TASMAC Department and thereafter, the fourth respondent sent a letter to the Commissioner of Police to take appropriate action on the complaint dated 21.10.2019. So far no action was taken based on the communication given by the fourth respondent.

5.The learned Additional Public Prosecutor appearing for the respondents 1 and 2 would contend that in the served copy, the second respondent name was mentioned as Commissioner, Madurai Corporation. But on perusal of the records, it is observed that the second respondent is the Commissioner of Police, Madurai Corporation, Madurai. Further he contended that as per the endorsement of Mattuthavani Police Station, they have not received any complaint in this regard.



6. In the meantime, the learned counsel appearing for the respondents 3 and 5 would contend that already the matter has been settled between the parties and arrears of rent amount was already paid during pending this writ petition and the seventh respondent has vacated the premises.

7. This Court heard both sides and perused the materials available on record.

8. On perusal of records, it is observed that the prayer of the petitioner would show that this is with regard to the arrears of rent and to vacate the shop. The above said prayer would show that it is pure civil in nature. But the representation and the affidavit of the petitioner would show that the criminal acts done by the respondents but there is no prayer in this petition with regard to criminal acts done by the respondents. Further no complaint was also given to appropriate authority i.e. jurisdictional police station in respect of the criminal acts done by the respondents. During the course of arguments, the learned counsel appearing for the petitioner produced copy of the complaint along with acknowledgement but that is pertaining to dated 15.10.2019. But in the affidavit, there is no mention about the particular



date. Thereby, without sufficient documents, it is not appropriate to issue any direction to the respondents for consideration of the representation as alleged by the petitioner. If at all the petitioner is aggrieved by the criminal acts of the respondent, she can approach the concerned jurisdictional police station or concerned Magistrate in accordance with law. As for the prayer of this writ petition is concerned, it is purely civil in nature and the matter was already settled between the parties. Therefore as discussed supra, this Court cannot pass any orders with regard to the vacating the shop and settling the rent. If any arrears of rent to be paid by the concerned respondent, it is for the petitioner to take appropriate steps in the manner known to law.

9. With the above observation, the writ petition is disposed of. No Costs.

24.07.2023

NCC : Yes/No
Index: Yes/No
Internet: Yes/No
Mrn



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Madurai Bench of Madras High Court,
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