



W.P(MD)No.1817 of 2019

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 04.09.2023

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THE HONOURABLE MR.JUSTICE G.R.SWAMINATHAN

W.P(MD)No.1817 of 2019

and

W.M.P(MD)Nos.1554 & 1555 of 2019

The Tuticorin Salt & Marine Chemicals Ltd.,
Through its Executive Director,
Harbour Link Road,
Tuticorin – 628 001.

... Petitioner

Vs

1.The Union of India,
Represented by
The Deputy Secretary to the Government,
Ministry of Industry and Commerce,
Department of Industrial Policy and
Promotion (Salt Section),
Udhyog Bhawan,
New Delhi.

2.The Salt Commissioner,
Lavan Bhawan,
2-A, Lavan Marg Jhalana Doongri,
Jaipur – 302 004.

3.The Deputy Salt Commissioner,
26, Haddows Road,
Shastri Bhavan,
Chennai – 600 006.

... Respondents



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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 comprised in G.O., dated 09.10.2013 and numbered 04014/1/2012- Salt passed by the first respondent, insofar as it relates to renewal the leases and quash the same and consequently direct the first respondent to continue to renew the lease of the petitioner on such conditions as may be agreed upon by the petitioner.

For Petitioner : Mr.S.Meenakshi Sundaram
Senior Counsel
for Mr.N.GA.Natraj

For Respondents : Mr.K.R.Laxman
Standing Counsel

ORDER

Heard the learned Senior Counsel appearing for the writ petitioner and the learned Standing Counsel appearing for the respondents.

2. My attention is drawn to the order dated 01.08.2022 passed by the Hon'ble First Bench in W.ANos.752 of 2022 (T.Manoharan Vs Union of India & Others) etc batch. Paragraphs 5 to 9 and 11 read as follows:

“5. We have considered the rival submissions made by the respective parties. We find that after long debate and detailed discussion on all of the issues raised by the writ



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appellants, the Writ Petitions were dismissed. It remained pending, awaiting decision of the Cabinet Committee. When the decision could not come from the Cabinet Committee, the prayer has been made by the writ appellants to refer the matter to the Arbitrator and even a request has been made to appoint an Arbitrator where all the members can represent their case through the Association. It is for those lease-holders whose period of lease has expired and at the same time, in respect of the rate of ground rent and minimum assignment amount. It may also be made open for those lease-holders whose lease period has not expired to take up the matter only in regard to the rate by joining the litigation before the Arbitrator through the Associations.

6. We find that the lease area was assigned to the writ appellants for a period of 20 years and thereupon, the issue of renewal came up for consideration before this Court. The Writ Petitions were dismissed, however, there are few lease-holders whose lease period is still subsisting and has not expired.

7. The first issue taken before the learned Single Judge was regarding the lease period, thereby seeking extension of the period thereupon. The other common issue was regarding increase of ground rent and minimum assignment amount.

8. The writ petitions were dismissed by a detailed order, though it is admitted that there is a clause for arbitration in the lease deed. Looking into the peculiar facts and nature of the litigation before this Court, which can be represented by



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Associations, as prayed for by the learned counsel for the writ appellants, we allow the appellant to invoke the clause of Arbitration.

9. The Court was of the opinion that the writ appellants may individually or through Associations seek appointment of the Arbitrator, but finding large number of litigants involved herein and finding the nature of the issues as such, we nominate Mr.Justice V.Bharathidasan (retired Judge of Madras High Court) as sole Arbitrator to adjudicate issues between both the parties.

...

11. At this stage, the learned Additional Solicitor General submitted that it may be made open for the respondents to raise the objection under Section 16 of the Act of 1996. The aforesaid is not opposed by the learned counsel for the writ appellants and accordingly, liberty, as prayed for by the learned Additional Solicitor General is granted.”

I am inclined to adopt the very same approach in the present case also. The petitioner is given liberty to invoke arbitration clause set out in the agreement between the parties. The petitioner is given liberty to lodge formal claim before the Hon’ble arbitrator named above and seek redress before the Hon’ble arbitrator.



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3. This writ petition is disposed of on the same lines as that of the order dated 01.08.2022 made in W.ANos.752 of 2022 (T.Manoharan Vs Union of India & Others) etc batch. There shall be no order as to costs. Consequently, connected miscellaneous petitions are closed.

04.09.2023

Index : Yes / No
Internet : Yes / No
NCC : Yes / No
MGA

To

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