



W.P.(MD)No.17825 of 2021

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED: 08.11.2023

CORAM:

**THE HONOURABLE MR.JUSTICE N.ANAND VENKATESH**

W.P.(MD)No.17825 of 2021

and

W.M.P.(MD)No.14692 of 2021

V.Ramesh

... Petitioner

Vs.

The Commissioner Cum Special Officer,  
Thanjavur City Municipal Corporation,  
Thanjavur District.

...Respondents

**PRAYER :** Writ Petition is filed under Article 226 of the Constitution of India praying for issuance of Writ of Mandamus, directing the respondent herein to hand over physical possession of the leasehold shop No.1, A.Block in the Thanjavur Bus Stand, Thanjavur, being successful bidder effecting payment of Rs.14,00,000/- to the respondent herein under valid receipts without any further delay and within a reasonable time as may be fixed by this Court and forbearing the respondent herein from in any manner allotting the Shop No.1, A-Block in the Thanjavur New Bus Stand, Thanjavur to any other person without following due process of law.

For Petitioner : Mr.P.Vadivel  
For Respondent : Mr.N.Dilipkumar  
Standing Counsel



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## **ORDER**

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This Writ Petition has been filed for the issue of writ of mandamus directing the respondent to hand over the physical possession of the shop to the petitioner, who was a successful bidder in the auction conducted by the respondent corporation and further direct the respondent not to allot the shop to anyone else without following due process of law.

2.The case of the petitioner is that he participated in the auction conducted by the respondent corporation and he was the highest bidder for shop No.1, in A.Block at Thanajavur Bus Stand, Thanjavur. The period was for three years. As per the conditions of tender notification, the petitioner had also deposited a sum of Rs.5 lakhs and the rent was fixed at Rs.75,000/- per month. The confirmation receipt was issued to the petitioner for paying 12 months rent in advance to the tune of Rs.9 lakhs and accordingly, this amount was also paid by the petitioner.

3.The grievance of the petitioner is that the possession of the shop was not handed over to the petitioner and steps were also taken to allot the shop to someone else. It is in these circumstances, the present writ petition has been filed before this Court.



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4.The respondent has filed the counter affidavit. The relevant portions are extracted as under:

*“4.I submit that the petitioner was one of the participants in the public tender cum auction sale conducted in respect of the right to occupy the municipal shops for a consolidated period of 3 years on monthly license fee basis. The petitioner quoted the highest bid amount of Rs.75,000/- towards the monthly license fee. The reference by the petitioner to such a right as a lease is misconceived and false. It is only a license.*

*5. I submit that subsequent to the tender cum auction sale, the erstwhile licensee Smt. Shivajothi who is running a tea shop and a snack bar has quoted Rs.1,00,000/- as monthly license fee and had accordingly made deposits.”*

5.Admittedly, the petitioner had participated in the auction, he was the highest bidder, the rent that was quoted was also accepted by the petitioner and he has also paid 12 months rent in advance. In the considered view of this Court, just because the erstwhile licensee, who was running a tea shop had offered for higher rent, that cannot be put against the petitioner in order to deprive the petitioner from taking possession of the shop and to run the business for a period of three years. The erstwhile licensee even without participating in the auction, cannot give an offer for higher rent, after the auction was over and that cannot be the basis to deprive the petitioner, who is



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the highest bidder, from taking possession of the shop on the agreed terms and conditions.

6.In view of the above, this Court is not convinced with the stand taken by the respondent corporation. Hence, there shall be a direction to the respondent corporation to hand over the physical possession of the shop to the petitioner within a period of two weeks from the date of receipt of a copy of this order. The petitioner will be entitled to run the business in the shop allotted to the petitioner for a period of three years as per the tender notification, from the date on which the physical possession is handed over to the petitioner. It goes without saying that the petitioner has to make payments as agreed by him for each year.

7.This Writ Petition is disposed of in the above terms. No costs. Consequently, connected miscellaneous petition is closed.

**08.11.2023**

NCC : Yes / No  
Index : Yes/No  
Internet : Yes/No  
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**N.ANAND VENKATESH, J.**

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