



W.P.(MD).No.16871 of 2023

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

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DATED: 04.10.2023

CORAM

**THE HON'BLE MR JUSTICE S.M.SUBRAMANIAM
AND
THE HON'BLE MR JUSTICE V.LAKSHMINARAYANAN**

W.P.(MD).No.16871 of 2023
and
W.M.P.(MD).No.14117 of 2023

Tamil Nadu State Palmgur
and fiber marketing
Co-operative Federation,
Kamaraj Nagar II Street,
represented by its Manager.

.. Petitioner

Vs.

1.The District Collector,
Madurai District.

2.The Tahsildar,
Madurai North Taluk,
Madurai District.

.. Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India to issue a writ of Certiorari, to call for the records relates to the impugned notice in Na.Ka.No.9337/2017/E3, dated 05.07.2023, issued by the 2nd respondent and quash the same as it is illegal.



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For Petitioner : Mr.R.Suriyanarayanan
For Respondents : Mr.N.Satheeshkumar
Additional Government Pleader

ORDER

(Order of the Court was made by S.M.SUBRAMANIAM,J.)

The notice dated 05.07.2023 issued by the Tahsildar, Madurai North Taluk/second respondent herein to evict the petitioner from the leased out Government premises is under challenge in the present Writ Petition.

2. Tamil Nadu State Palmgur and Fiber Marketing Co-operative Federation, a Society registered under the provisions of the Tamil Nadu Co-operative Societies Act, 1983, is the petitioner herein. Admittedly, the petitioner Co-operative Society is a lessee and in occupation of the Government property. The revenue authorities, during inspection, found that the petitioner Co-operative Society has sublet the Government premises without the permission of the Government and further committed default in payment of monthly rent. The default in payment of monthly rent have been committed right from the year 1979 onwards.



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3. However, the learned counsel for the petitioner states that during the year 1983, the Government offered to sell the property to the petitioner Society. But, the proposal was not materialised. Be that as it may. Till such time, the sale proposal is materialised, the petitioner Society is bound to pay the monthly rent as per the conditions, which they have defaulted admittedly. That being the factum, the petitioner is not entitled to secure any relief from the hands of this Court.

4. The learned counsel for the petitioner made a submission that the Society will negotiate the issues with the Government authorities. It is for them to consider the same in the manner known to law. However, the petitioner committed default in payment of rent and the rental arrears are liable to be recovered by following the procedures as contemplated.

5. The learned Additional Government Pleader appearing for the respondents made a submission that the petitioner is entitled to negotiate only in respect of the portion of the Government property leased out in their favour and in respect of other portions, the petitioner has no *locus standi* to



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negotiate with the authorities. However, the petitioner is a chronic defaulter in payment of monthly lease rent and more so, actions are already initiated by the authorities for violations of lease conditions. Thus, we are not inclined to interfere with the order impugned in the present Writ Petition. Leaving the issues open to the authorities concerned, the Writ Petition stands dismissed. There shall be no order as to costs. Consequently, connected miscellaneous petition stands closed.

(S.M.S.,J.) (V.L.N.,J.)
04.10.2023

NCC : Yes / No
Index : Yes / No
Internet : Yes / No
Lm

To

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S.M.SUBRAMANIAM,J.
and
V.LAKSHMINARAYANAN,J.

Lm

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