



W.P(MD)No.29479 of 2023

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

WEB COPY

DATED : 13.12.2023

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THE HONOURABLE MR.JUSTICE G.R.SWAMINATHAN

W.P(MD)No.29479 of 2023

and

W.M.P(MD)No.25447 of 2023

A.Amanullah

... Petitioner

Vs.

1.The District Collector,
Karur District,
Karur.

2.The Commissioner,
Karur City Municipal Corporation,
Karur.

... Respondents

Prayer : Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Mandamus, directing the second respondent to permit the petitioner to continue the lease of the ground rent premises in Shop No.333, Jawahar Bazar, Karur District till the expiry of the lease period.



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W.P(MD)No.29479 of 2023

For Petitioner : Mr.B.Prasanna Vinoth

For Respondents : Mr.S.RA.Ramachandran
Additional Government Pleader
for R.1

Mr.K.Balasubramani
Special Government Pleader for R.2

ORDER

Heard both sides.

2.The petitioner was allotted the petition mentioned site by the local body way back in the year 2005. It appears that the petitioner on his own had put up construction. The petitioner had paid a sum of Rs.42,000/- (Rupees Forty Two Thousand only) as security deposit. Now the local body wants to resume the site to ease traffic congestion. The petitioner states that even last year, the lease was renewed. While so, pursuant to the resolution passed by the local body, the petitioner was sought to be evicted. The petitioner filed W.P(MD)Nos.26982 to 26985 of 2023 before this Court. On 09.11.2023, it was disposed of by me by



W.P(MD)No.29479 of 2023

granting liberty to the authorities to evict the petitioner by following due process of law. Thereafter, on 15.11.2023 notice was issued.

3.It is true that the site in question belongs to the local body and they are entitled to resume it. But then, when the lease granted in favour of the petitioner is subsisting, the petitioner must be given reasonable breathing time to make alternative arrangements. He cannot be thrown out overnight. Considering the special facts and circumstances of this case, the petitioner is permitted to carry on his business in the allotted site till the end of February 2024. On 1st of March 2024, the local body can take possession without any further notice. The petitioner through his counsel gives an undertaking that he will not entangle the local body in further litigation and that he will give a quietus to the issue. Since the petitioner's security deposit is with the local body, the petitioner need not pay any monthly lease rent. It is admitted by the learned Special Government Pleader that the monthly lease rent is Rs.5,900/- (Rupees Five Thousand Nine Hundred only), and the balance amount shall be refunded by the local body by the end of February 2024.



W.P(MD)No.29479 of 2023

4. The writ petition is disposed of accordingly. There shall be no order as to costs. Consequently, connected miscellaneous petition is closed.

13.12.2023

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

To

1.The District Collector,
Karur District,
Karur.

2.The Commissioner,
Karur City Municipal Corporation,
Karur.



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W.P(MD)No.29479 of 2023

G.R.SWAMINATHAN, J.

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