



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 02-02-2024

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THE HONOURABLE MR.JUSTICE S.M. SUBRAMANIAM

WEB COPY

**WP No.726 of 2021
And
WMP No.786 of 2021**

S.Krishnan

.. Petitioner

-VS-

1.The Managing Director,
TNSTC (Coimbatore) Ltd.,
No.37, Mettupalayam Road,
Coimbatore-641 043.

2.The General Manager (Tech-Corp.),
TNSTC (Coimbatore) Ltd.,
No.37, Mettupalayam Road,
Coimbatore-641 043.

3.The Secretary to Government,
Transport Department,
Government of Tamil Nadu,
Namakkal Kavignar Maaligai,
Fort St. George,
Chennai-600 009.

.. Respondents



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Writ Petition is filed under Article 226 of the Constitution of India praying for the issuance of a Writ of Certiorarified Mandamus, quashing the notice bearing No.Ref.No.5007/ அ2/து மே (கட்டிடம்)/தஅபோக (கோவை)/2020 dated 17.11.2020 and notice bearing No.Ref.No.5038/ அ2/து மே (கட்டிடம்)/தஅபோக (கோவை)/2020 dated 10.12.2020 issued by the first respondent and further directing the first respondent to refund to the petitioner the proportionate rental/license fee consequent upon his according of exemption/waiver of the rental/license fee for the period from 24.03.2020 till the date on which the State declared lock down would be lifted fully and/or extend the period of license equalling to the lock down period pursuant to consideration of the petitioner's representation dated 05.10.2020 and 21.12.2020.

For Petitioner	:	Mr.N.Somasundaar
For Respondents-1 and 2:		Mr.T.Chandrasekaran, Standing Counsel.
For Respondent-3	:	Mr.V.Veluchamy, Additional Government Pleader.



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ORDER

Mr.T.Chandrasekaran, learned Standing Counsel appearing on behalf of first and second respondents would submit that the period of lease expired.

2. Mr.N.Somasundaar, learned counsel for the petitioner would submit that the petitioner suffered on account of COVID-19. During that time, the entire toilets and shops were closed. Therefore, the petitioner is seeking for a concession.

3. Pertinently, the first and second respondents would submit that, as per agreement condition No.23, if the toilet is not running for exceptional problems, the respondent-Corporation is not responsible. It is further stated that for any such financial loss, the Transport Corporation is not responsible. The petitioner agreed the condition and executed.



4. No doubt, no one anticipated COVID-19 and the entire world suffered. It is not only the petitioner, who suffered, during COVID-19 period, but the citizen as a whole, suffered.

5. The Government also announced certain concessions. The petitioner may be eligible to avail such concessions. Therefore, in the event of producing any Government Orders extended to Transport Corporations, such benefits can be claimed by the petitioner, seeking waiver of the lease amount or for extension of lease.

6. The Court cannot determine compensation for the closure period in the present writ proceedings and grant waiver. It is a contractual obligation between the parties, which cannot be adjudicated in the writ proceedings. Disputed facts are involved. If at all the first and second respondents had violated any of the conditions of the contract/agreement, the petitioner has to approach the Competent Forum.



7. As far as the present writ petition is concerned, the fact remains that the period of lease expired long before and the petitioner seeks exemption from payment of lease amount on the ground that the toilets were closed during COVID-19 period.

8. The petitioner in the event of placing any Government Orders to that effect, applicable to the Transport Corporations, the first and second respondents shall consider the same for the purpose of adjusting the amount or to deduct the same, as the case may be. However, the relief as such sought for in the present writ petition cannot be granted. In the event of approaching the Civil Court of Law, the petitioner is entitled to avail the benefit of invoking Article 14 of the Constitution of India to condone the delay for the period during which the present writ petition was pending before the High Court.

9. It is left open to the petitioner to approach the first and second respondents by producing the Government Orders, if any, passed granting concessions to the Lessees, on the ground of COVID-19 closure.



10. With the above clarifications, the present writ petition stands dismissed. However, there shall be no order as to costs.

Consequently, the connected miscellaneous petition is also dismissed.

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Index : Yes/No
Internet: Yes/No
Speaking order/Non-Speaking order
Neutral Citation : Yes/No
Svn



To

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S.M.SUBRAMANIAM, J.

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