



WEB COPY



W.P. Nos.1661 & 1668 of 2021

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 11.06.2024

CORAM:

THE HON'BLE MR. JUSTICE G.K. ILANTHIRAIYAN

W.P. Nos.1661 & 1668 of 2021 and
W.M.P.No.1873 of 2021

R.Lakshmanan

... Petitioner in both W.P.s'

VS.

1. The Joint Chief Controller of Explosives,
South Circle Office, Chennai,
A and D - Wing, Block 18,
2nd Floor, Shastri Bhavan,
No.26, Haddows Road,
Nungambakkam,
Chennai- 600 006.

2. The Chief Controller of Explosives,
Petroleum and Explosives Safety Organization,
A Block, CGO Complex,
Fifth Floor Semiznary Hills,
Nagpur,
Maharashtra-440 006.

3. The Divisional Manager,
Chennai Divisional Office,
Hindustan Petroleum Corporation Limited,
"Petrol Bhavan",
2nd Floor, No.82,
TTK Road, Alwarpet,
Chennai-600 018.

4. The District Collector,



W.P. Nos.1661 & 1668 of 2021

First Floor, Collectorate,
Kancheepuram District-631 501.
W.Ps'

.... Respondents in both

Prayer in W.P.No.1661 of 2021: Writ Petition is filed under Article 226 of Constitution of India to issue a writ of Mandamus directing the 3rd respondent, to forthwith remove all the materials and handover the vacant possession of the property to the petitioner herein of the premises situated at No.42, Kelambakkam Village, Thirupporur Sub District, Chengalpattu Taluk, TamilNadu, admeasuring 10,000 Sq.ft.

Prayer in W.P.No.1668 of 2021 : Writ Petition is filed under Article 226 of Constitution of India to issue a writ of Mandamus directing the 1st, 2nd and 4th respondents to cancel the licenses/no-objections granted to the 3rd respondent and/or its agents or dealers or persons claiming under the 3rd respondent in the property in question i.e, No.42, Kelambakkam Village, Thirupporur Sub District, Chengalpattu Taluk, Tamilnadu admeasuring 10,000 Sq.ft.

(In all W.Ps')

For Petitioners	: M/s.Tanushree Aravind for Mr.R.Parthasarathy
For Respondent 1	: M/s.N.K.Nithilavani Central Government Standing Counsel
For Respondent 3	: Mr.Abdul Saleem Senior Counsel for Mr.M.Vijayamehanath
For Respondent 4	: Mr.S.Arumugam, Government Advocate

COMMON ORDER



WEB COPY

These writ petitions have been filed for direction directing the 3rd respondent, to forthwith remove all the materials and handover the vacant possession of the property to the petitioner herein of the premises situated at No.42, Kelambakkam Village, Thirupporur Sub District, Chengalpattu Taluk, TamilNadu, admeasuring 10,000 Sq.ft and directing the 1st, 2nd and 4th respondents to cancel the licenses/no-objections granted to the 3rd respondent and/or its agents or dealers or persons claiming under the 3rd respondent in the property in question i.e, No.42, Kelambakkam Village, Thirupporur Sub District, Chengalpattu Taluk, Tamilnadu admeasuring 10,000 Sq.ft.

2. The 3rd respondent filed counter affidavit and thereby undertakes to vacate and handover the vacant possession within a period of six months. The relevant portion of the counter affidavit is extracted hereunder:

"2. The Hindustan Petroleum Corporation Ltd., is a Government of India Company incorporated under Section 617 of the Companies Act, 1956 and a Government Company under the administrative control of the Ministry of Petroleum & Natural Gas, Government of India. The Hindustan Petroleum



Corporation Ltd., hereinafter referred to as HPCL., is engaged in refining and marketing Petroleum products like MS, HSD, SKO, LDO, LPG and Lube Oil in the country through its widespread dealers network.

3. The writ petition pertain to the retail outlet No.42, Kelambakkam Village, Thiruporur Sub District, Chengalpattu Taluk and District. The retails outlet in the said location was established in the year 1999 and is in operation till date since then providing the essential commodity to the public at large and thereby earning a reputation in the said locality and it is one of the prime site in the distribution of the essential commodity. The land to an extent of 10,000 Sq.ft was taken on head lease agreement dated 29.06.1999 registered as document No.1244 of 1999 by Mr.Sathyamurthy from the petitioner for a period of 20 yeas from 29.06.1999 with renewal option for another 10 years with mutual consent with clauses to sub-lease to this respondent. The land with superstructures was sub-leased by Mr.Sathyamurthy vide Sub-lease deed dated 19.07.1999 registered as document No.1704 of 1999 for a period of 20 years with renewal option at the same rent/terms. The 3rd respondent has directly started paying rentals from 2017 till date to the petitioner. However, the petitioner has returned the rentals.

4. At present there is a huge stock of MS, Power and HSD at the retail outlet which cannot be shifted as it will be hazardous and would vaporize which will result in severe



WEB COPY



W.P. Nos.1661 & 1668 of 2021

damage and loss. The products available can be safely disposed of only by normal selling through dispensing pumps. After selling the products available and upon approval for surrender from the Management, the underground tanks of 4 nos, canopy and dispensing units of 4 nos have to be safely removed by employing experts in the field as the residue from the petroleum products will be there which is also hazardous in nature and upon removal the vacant site will be handed over to the petitioner.

5. This apart, there is huge credit lying with the customers and transporters who have availed credit and the same cannot be recovered if the site is vacated immediately.

6. For the completion of the above process would require a period of six months. I state that the said period is necessary for the completion of the above process and safe disposal and removal of the petroleum products and equipment which are otherwise hazardous."

3. The 3rd respondent requested six months time to completion of the said process and the safe disposal including removal of petroleum products and equipments from the subject premises.

4. On perusal of the records from the year 2019 onwards revealed that the 3rd respondent has unlocked the subject property. That apart,



W.P. Nos.1661 & 1668 of 2021

though the 3rd respondent paid rent of Rs.500/- per month from the year 2017 and it was received by the petitioner and the same was returned to 3rd respondent.

5. Therefore, the 3rd respondent is directed to settle the entire rental arrears till the termination of tenancy i.e., on 08.03.2019 at Rs.500/- per month. Thereafter till the vacation of premises and hand over the same to the petitioner, the reasonable rent has to be fixed for 10,000 sq.ft., which is occupied by the 3rd respondent. It would be appropriate to fix the rent for a sum of Rs.5,000/- per month payable by the 3rd respondent. The arrears of rent from April 2019 to June 2024 has to be paid by the 3rd respondent on or before 31.07.2024. Considering the request made by the third respondent to vacate and hand over the vacant possession of the subject property to the petitioner on or before 14.10.2024. The 3rd respondent shall pay the future rent for the month of July, August, September and October-2024 on or before 5th of every English calendar month.

6. With the above direction, these writ petitions are disposed of.



W.P. Nos.1661 & 1668 of 2021

Consequently, connected miscellaneous petition is closed. No order as to costs.

11.06.2024

Index: Yes/No
Internet: Yes/No
Speaking Order/Non-Speaking Order
gvn



WEB COPY



W.P. Nos.1661 & 1668 of 2021

G.K. ILANTHIRAIYAN, J.

gvn

To

1. The Joint Chief Controller of Explosives,
South Circle Office, Chennai,
A and D - Wing, Block 18,
2nd Floor, Shastri Bhavan,
No.26, Haddows Road,
Nungambakkam,
Chennai- 600 006.

2. The Chief Controller of Explosives,
Petroleum and Explosives Safety Organization,
A Block, CGO Complex,
Fifth Floor Semiznary Hills,
Nagpur,
Maharashtra-440 006.

3. The Divisional Manager,
Chennai Divisional Office,
Hindustan Petroleum Corporation Limited,
"Petrol Bhavan",
2nd Floor, No.82,
TTK Road, Alwarpet,
Chennai-600 018.

4. The District Collector,
First Floor, Collectorate,
Kancheepuram District-631 501.

W.P. Nos.1661 & 1668 of 2021

11.06.2024