



W.P(MD)No.2572 of 2024

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 06.02.2024

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THE HONOURABLE MRS.JUSTICE V.BHAVANI SUBBAROYAN

W.P(MD)No.2572 of 2024

and

W.M.P.(MD)Nos.2588, 2590 and 2592 of 2024

M.Syed Hussain

..Petitioner

Vs

1.The Management of State Express Transport
Corporation (Tamil Nadu) Ltd.,
Rep. by Managing Director,
Pallavan Salai,
Chennai – 600 002.

2.The Manager,
State Express Transport Corporation
(Tamil Nadu) Ltd.,
Thanjavur Depot, Thanjavur.

..Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India, praying this Court to issue a Writ of Certiorarified Mandamus, calling for the records relating to the impugned proceedings issued by the 1st respondent Managing Director in Letter No.012402/G1/AViPoKa/2018 dated 10.01.2024 quash the same and further direct the 1st respondent Managing Director to allow the petitioner to run the shop within a reasonable time as may be specified by this Court.



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For Petitioner :Mr.S.Sivasamy

For Respondents :Mr.S.C.Herold Singh,
Standing Counsel.

ORDER

This writ petition has been filed seeking a Writ of Certiorarified Mandamus to quash the impugned proceedings issued by the 1st respondent in Letter No.012402/G1/AViPoKa/2018, dated 10.01.2024 and to direct the 1st respondent to allow the petitioner to run the shop for a reasonable period.

2.The petitioner is running a shop from the year 2009 in Shop No.2, Tanjore SETC TN Bus Stand. The original lessee was one Kalyanasundaram. The petitioner is paying rent of Rs.17,390/- per month. Since the petitioner received eviction notice from the Corporation that there was due payable by him, he filed W.P.(MD)No.10262 of 2022. It was posted before Lok Adalat. On 24.08.2022, an award was passed before the Lok Adalat by recording the joint compromise memo entered into between the petitioner and the Corporation. One of the conditions was that the petitioner should pay 25% of the total outstanding within a week and the remaining 75% of the same within six months from the date of that order. The petitioner paid a sum of Rs.82,013/-.



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However, the first respondent issued impugned notice dated 10.01.2024 to pay a further sum of Rs.3,50,000/- on or before 31.01.2024 and if the petitioner failed to pay the same within the said date, he has to vacate the shop in question and hand over the key to the second respondent. Challenging the same, the present writ petition has been filed.

3.The learned counsel for the petitioner states that the petitioner is running the shop in question from the year 2009 and he is paying the monthly rent without any due. He submitted that there was due payable by the previous lessee to the Corporation. The matter was settled before High Court Legal Services Committee, Madurai and the petitioner had paid the total outstanding of the Lok Adalat award. Since the Corporation gave an assurance that the licence period will be extended for a period of three years, the petitioner accepted the joint compromise memo and the Lok Adalat award was passed. Without adhering to the terms, the Corporation has issued the impugned notice. Hence, the impugned notice is arbitrary. The learned counsel for the petitioner further submits that the petitioner is ready and willing to pay the duable amount as quantified by the Corporation within a period of six months. He prays this Court to set aside the impugned order and allow the writ petition.



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4.The learned Standing Counsel for the Corporation states that as per the Lok Adalat award, the total outstanding amount was Rs.4,32,013/- but the petitioner has paid a sum of Rs.82,013/- only. He submitted that the petitioner agreed to pay 25% of the outstanding within a period of one week and the remaining outstanding within a period of six months. The Corporation has waited for about 18 months. However, the petitioner did not pay the same. Hence, the impugned eviction has been issued. Therefore, he prayed this Court to dismissed the writ petition.

5.Heard Mr.S.Sivasamy, learned counsel for the petitioner and Mr.S.C.Herold Singh, learned Standing Counsel for the respondents.

6.On going through the averments and materials on record, it is seen that W.P.(MD)No.10262 of 2022 was disposed of before the High Court Legal Services Committee, Madurai on 24.08.2022 based on the joint compromise memo. It is seen from the joint compromise memo, the petitioner agreed for enhancement of 15% Licence Investment Fee (LIF) for every three years from the completion of original Licence period, ie., 2009, and to pay the difference LIF amount till 31.07.2022, amounting to 4,32,013/-.



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7.Since the petitioner agreed before the Lok Adalat that if he failed to pay the outstanding within the said period, he would vacate the shop within 15 days, now the petitioner cannot come and canvass before this Court that he is entitled for extension of license. The licence period also expired on 31.01.2024. Hence, this Court is not inclined to grant any extension to the petitioner. The respondents are directed to bring the shop in question for public auction. The petitioner is at liberty to participate in the public auction to be conducted by the Corporation. However, considering the facts and circumstances of the case, the petitioner is given liberty to match the highest bidder in the auction, if he is willing to do so.

8.This writ petition is disposed of accordingly. No costs. Consequently, connected miscellaneous petitions are closed.

06.02.2024

NCC : Yes/No
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