



W.A.(MD)No.847 of 2024

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

WEB COPY

DATED: 06.06.2024

CORAM

**THE HON'BLE MR.JUSTICE R.SURESH KUMAR
AND
THE HON'BLE MR.JUSTICE G.ARUL MURUGAN**

**W.A(MD)No.847 of 2024
and
C.M.P.(MD)No.6318 of 2024**

1.The Bharath Petroleum Corporation Limited,
(A Government of India Enterprises),
Bharat Bhavan, No.4 & 6 Currombhoy Road,
balland Estate, P.B.No.688,
Mumbai- 400 001.

2.The Bharat Petroleum Corporation Limited,
represented by its Authorized Officer,
11th Main Road, Anna Nagar, Chennai.

3.The Territory Manager,
Territory Office,
Bharat Petroleum Corporation Limited,
No.37, Thirupparankundram Main Road,
Pasumalai, Madurai – 600 004.

... Appellants

VS

1.S.Gowri
2.B.Srinivasan Deviah

3.The Tahsildar,
Taluk Office, Nilakkotai- 624 208,
Dindigul District.

...Respondent



W.A.(MD)No.847 of 2024

PRAYER: Writ Appeal filed under Clause 15 of Letters Patent, to set aside the order of this Court dated 29.08.2023 passed in W.P(MD)No.10260 of 2014.

For Appellants : Mr.V.Shathurthi Raja
For R1 : Mr.H.Lakshmi Shankar
For R3 : Mr.S.Shaji Bino
Special Government Pleader

JUDGMENT

(Judgment of this Court was delivered by **G.ARUL MURUGAN, J.**)

This Writ Appeal is directed against the order, dated 29.08.2023 passed in W.P(MD)No.10260 of 2014, whereby, the Writ Petition was allowed directing the appellant to hand over the possession of the property measuring 6042¼ sq.ft., to the Writ Petitioner.

2.The short facts involved in the appeal is that originally, the property measuring an extent 11088 sq.ft., in S.Nos.488/B1 and 487/B2 of Sevugampatti Village, Pattiveeranpatti, Dindigul District was leased out to M/s.Burma Shell Oil Storage and Distributing Company. A lease deed for a period of twenty years from 28.11.1956 to 31.07.1976 was executed between the parties fixing a rent of Rs.36/- per month. M/s.Bharath



W.A.(MD)No.847 of 2024

Petroleum Corporation Limited, the appellant herein, took over M/s.Burma Shell Oil Storage and Distributing Company and had unilaterally renewed the lease for another period of twenty years from the subsequent owner M.S.N.Pandia Nadar by enhancing the rent to Rs.50/-.

3.Though the lease between the parties expired on 31.07.1996 and the same has not been renewed after 01.08.1996, the appellant company has not surrendered the possession of the property and in the meantime, a portion of the property fell to the share of one M.S.N.P.D.Jeyasankar. Out of the total extent, an extent of 6042¼ of the property in S.Nos.487B/2A, 488B/1A and 487B/2B and 487/B2B was conveyed in favour of the first respondent/Writ Petitioner through a sale deed, dated 24.10.2008. After purchasing the property, the first respondent issued a notice to the appellant on 24.01.2013 for handing over possession of the property.

4.Even though the appellant Company acknowledged the first respondent as their lessor, however, did not pay any rents or got lease extended. As such, the first respondent was constrained to file a Writ Petition seeking for a direction to the appellant company to hand over the



W.A.(MD)No.847 of 2024

extent of 6042 $\frac{1}{4}$ sq.ft, of the land purchased by her. The learned Judge, after considering the issue on merits having found that the first respondent can maintain the Writ Petition for recovering the possession of the land leased out to the appellant company, as the lease has not been extended and the appellant having acknowledged the first respondent as their lessor, allowed the Writ Petition directing the appellant company to hand over the possession of an extent of 6042 $\frac{1}{4}$ sq.ft., land to the first respondent and also had observed that the parties can approach the jurisdictional revenue and survey authorities for demarcating of the land out of the total extent. Challenging the order of the Writ Court, the appellant company is before this Court.

5.The learned Counsel for the appellant argued that since there is a total extent of 11088 sq.ft., and the demarcation of the property belonging to the first respondent measuring 6042 $\frac{1}{4}$ sq.ft., has not yet been done, the learned Judge was not right in allowing the Writ Petition directing to hand over the possession of the property. The learned Counsel further contended that the appellant company were taking steps for getting a lease for the land from the first respondent and further, the title of the first respondent in



W.A.(MD)No.847 of 2024

respect of the portion of the property that was directed to be handed over is yet to be decided and therefore, sought for interference of this Court.

6.Mr.H.Lakshmi Shankar, learned Counsel for the first respondent submitted that in fact, as against the same impugned order, the fourth respondent had already preferred an appeal, which came to be ultimately dismissed on 30.10.2023 and therefore, the present Writ Appeal also has to be suffer the same fate. The learned Counsel further contended that once the appellant company had themselves acknowledged that the first respondent as their lesser, it is not for the appellant company to continue to hold the property without a valid lease and sought for dismissal of the appeal.

7.Heard the learned Counsels on either side and perused the materials available on record.

8.It is not in dispute that the appellant company, which took over M/s.Burma Shell Oil Storage and Distributing Company had the lease of the property measuring 11,088 sq.,ft situated in S.Nos.488/B1 and 487/B2 of



W.A.(MD)No.847 of 2024

Sevugampatti Village, Pattiveeranpatti, Dindigul District, which was obtained in the year 1956 for a period of 20 years at a rent of Rs.36/-.

Though the lease got originally expired in 1976, in view of the statutory extension for a period of 20 years, the extended period also ended in the year 1996. However, the appellant company continue to hold the possession of the property, in which, the second respondent herein was allowed to run the outlet. Out of the above property, an extent of 6042 ¼ sq.ft., in S.Nos.487B/2A, 488B/1A and 487B/2B and 487/B2B came to the share of one M.S.N.P.D.Jeyasankar, which was sold in favour of the first respondent through a sale deed, dated 24.10.2008. Pursuant to the purchase, the first respondent had issued a notice for handing over the possession of the property and even though the appellant had acknowledged the first respondent as their lessor, had failed to hand over the possession, which necessitated the first respondent to approach the Writ Court.

9.The learned Judge after finding that the appellant company themselves have acknowledged the first respondent, as the lessor of the property and that the lease has not been extended after 1996, admittedly, the appellant company, who is in possession of the property has no valid lease



W.A.(MD)No.847 of 2024

held that the first respondent, as the owner of the property, is entitled to recover the possession of the property from the appellant company. The learned Judge had made it clear that the parties can approach the jurisdictional revenue and survey authorities for demarcating the land to be handed over. In such circumstances, we do not find any error in the decision arrived at by the Writ Court. Further, the argument of the learned Counsel for the appellant that the title of the first respondent has to be ascertained cannot be sustained for the simple reason that the appellant has already acknowledged the first respondent is the lessor and further, it is their stand that they are taking steps to get for the lease extended.

10.It is also brought to the notice of this Court that as against the very same impugned order, the fourth respondent has preferred a separate Writ Appeal in W.A.(MD)No.1903 of 2023, which came to be dismissed by order, dated 30.10.2023. The relevant portion of the order is extracted for ease reference:

“7. The order of the learned Single Judge is very clear. He has directed only the BPCL to hand over possession of the extent of the property which they took on lease from the first respondent's vendor. In so far the claim of the appellant is concerned, the learned Judge has left it open to the parties to approach the jurisdictional authorities to demarcate the portion



W.A.(MD)No.847 of 2024

and hand over only 6042 ¼ square feet to the first respondent. The remaining portion would obviously not belong to the first respondent and she has not made claim over that extent of the property. BPCL cannot continue in possession, since the lease has come to an end, atleast three decades ago. Therefore, we do not find any reason to interfere with the directions given by learned Single Judge, directing B.P.C.L. to hand over possession. 8.

In so far as the claim of the appellant is concerned, the fear of the appellant is that his property would also be taken over by the first respondent stands allayed consequent to the direction for demarcation. In case any title is claimed by the appellant or by the first respondent with respect to any portion which is covered by the order in the Writ Petition, the remedy open to them is to approach the jurisdictional civil Court.

9. With the above observations, the Writ Appeal stands dismissed. No costs. Consequently, connected Civil Miscellaneous Petition is closed.”

11. Already in the appeal referred above, it has been observed that the appellant company cannot continue in possession, since the lease has come to an end atleast three decades ago. For the above reasons stated and also for the fact that the Writ Appeal preferred against the same order has been dismissed, we find no reason to interfere with the order passed by the learned Judge. Accordingly, the order passed by the Writ Court is sustained and the Writ Appeal stands dismissed. However, there shall be no order as to costs. Consequently, connected miscellaneous petition is closed.

**[R.S.K., J] & [G.A.M., J]
06.06.2024**



W.A.(MD)No.847 of 2024

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

To

Taluk Office, Nilakkotai- 624 208,
Dindigul District.



WEB COPY



W.A.(MD)No.847 of 2024

R.SURESH KUMAR, J.

AND

G.ARUL MURUGAN, J.

cmr

Judgment made in
W.A(MD)No.847 of 2024

06.06.2024