



IN THE HIGH COURT OF JUDICATURE AT MADRAS

ORDER RESERVED ON : 13.08.2025

ORDER PRONOUNCED ON : 10.09.2025

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THE HON'BLE MRS.JUSTICE.N.MALA

W.P.No.19589 of 2025

and

WMP.Nos.28557, 21938 and 21939 of 2025

R.Pugazhanthi

... Petitioner

/Vs./

1.The Principal Chief Conservator of Forest,
Forest Headquarters Building,
Near Kannikapuram Checkpost,
Vellacherry Main Road,
Guindy, Chennai- 600 032.

2.The Chief Conservator of Forest,
Villupuram District,
Villupuram.

3.The Forest Officer,
Villupuram District,
Villupuram.

... Respondents

Writ Petition is filed under Article 226 of the Constitution of India praying to issue a Writ of Certiorarified Mandamus, calling for the records relating to the proceedings of the impugned orders in Na.Ka.SF1/1284/2025 dated 06.02.2025 passed by the 1st respondent and Se.Mu.Aa.No.6886/2020/KU1 dated 25.02.2025 passed by the 3rd respondent and quash the same and consequentially direct the respondents to grant



extension of the time to the petitioner for period of 6 months for cutting the Karuvel trees in 1976 Avaiyarkuppam lake to an extent of 50 Hectares.

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For Petitioner : Mr.K.Krishnan

For Respondents : Dr.T.Seenivasan,
Special Government Pleader

ORDER

The above writ petition is filed for issuance of a Writ of Certiorarified Mandamus, to quash the impugned order dated 06.02.2025, of the 1st respondent and the order dated 25.02.2025, of the 3rd respondent and consequentially direct the respondents to grant extension of time to the petitioner for a period of six months, for cutting the Karuvel trees in 1976 Avaiyarkuppam lake, to an extent of 50 Hectares, and pass such further other orders.

2. The petitioner was awarded a sale contract for removal of Karuvel Trees over an extent of 50 Hectares in 1976, Avaiyarkuppam Village, Villupuram District. Pursuant to auction conducted on 11.11.2020, the work order was issued to the petitioner on 11.11.2020, with time till 31.08.2022 to cut down the trees. The petitioner states that due to some unavoidable reasons, he was not able to cut down the trees and therefore, he sought extension of time periodically to cut down the trees. The petitioner was permitted to cut down the trees on 05.08.2024, till 31.10.2024. The petitioner states that he was not



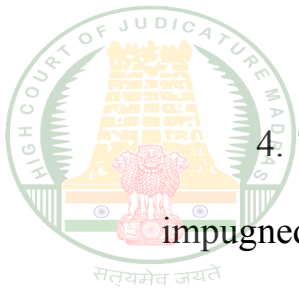
able to cut down the trees, because of heavy rains in Villupuram District. The petitioner therefore submitted representations to the respondent seeking further extension of time to cut down the trees on 07.08.2024 and 03.11.2024. The 1st respondent without issuing any show cause notice to the petitioner, passed the impugned order on 06.02.2025, forfeiting the Earnest Money Deposit of the petitioner and further directing the 2nd and 3rd respondent to reject the petitioner's application for extension of time. Pursuant to the order of the 1st respondent, the 3rd respondent without issuing notice to the petitioner, rejected the request for extension of time by the impugned order dated 25.02.2025. The petitioner therefore sent representation to the respondent on 23.04.2025, seeking further extension of time to cut down the trees. However, the said representation was kept pending. The petitioner therefore left with no other alternative remedy, filed the above writ petition for the aforesaid relief.

3. The respondents filed counter admitting the award of contract in favour of the petitioner pursuant to the public auction conducted on 11.11.2020. The respondents submitted that the initial validity of the contract was up to 31.08.2021, but due to heavy rains, the contract was extended from time to time and finally up to 31.10.2024. The respondents submitted that despite the periodical extensions granted to the petitioner, he failed to remove the trees within the extended periods. The respondents further submitted that as per the report of the Forest Range Officer, Tindivanam, although the water had fully



receded after 08.06.2024, nearly 50% of the allotted yield remained unremoved as on 10.06.2024. The respondents further submitted that the delay in

completing the work was due to the lethargic and indifferent approach of the petitioner to his contractual obligations and hence the petitioner could not attribute the inordinate delay to external factors alone. The respondents submitted that the petitioner's contract was extended periodically for more than 3 years and despite the same, the records revealed that approximately 35% of the yield remained unremoved. The respondents submitted that while granting the final extension on 07.08.2024, it was clearly mentioned that no further extension would be granted. The respondents submitted that the impugned order dated 06.02.2025 of the 1st respondent, was in accordance with the applicable Auction Rules and therefore the same could not be faulted. The respondents relying on Appendix 27(63) of the Auction Rules and Clause 18 of the Tender conditions, submitted that the impugned order forfeiting the Earnest Money Deposit of the petitioner was valid. The respondents submitted that the petitioner was trying to convert a temporary time-bound contractual license into perpetual right. The respondents submitted that in the light of the periodic extensions and considering that the public auction contracts were bound by strict time lines, the petitioner's writ petition deserved no merit and therefore prayed for the dismissal of the writ petition.



4. The learned counsel for the petitioner submitted that pursuant to the impugned orders, the 3rd respondent was trying to re-auction the contract for felling and removal of the Karuvel trees in 1976 of Avaiyarkuppam Lake and that if the auction was conducted, the petitioner would forfeit the Earnest Money Deposit of Rs.3,72,000/- paid by him. The learned counsel further submitted that the petitioner was not able to remove the trees, only because of the heavy rains in the Villupuram District. The learned counsel therefore submitted that the impugned orders be set aside with a direction to the respondents to extend the time.

5. The respondent reiterated the submissions made in the counter affidavit.

6. Heard both sides and perused the materials placed on record.

7. The records reveal that the petitioner was initially directed to remove the trees by 31.08.2021, but in view of the Covid-19 pandemic and due to water stagnation, because of heavy rains, the respondents extended the contract periodically and it was finally extended upto 31.10.2024. Despite the extension for more than three years, the petitioner was able to remove only 65% of the trees, and admittedly 35% of the trees are not removed. I therefore find justification in the respondents contention that inordinate delay in removing the



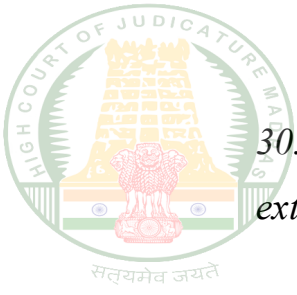
trees is not solely attributal to external factors, but is also due to the petitioner's lack of diligence and commitment.

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8. In any event, after hearing the matter at length, this Court, in order to afford an opportunity to the petitioner to remove the trees within reasonable time of three months, directed the petitioner to submit an affidavit of undertaking, assuring to remove the Karuvel trees, within a period of three months. The learned counsel on instructions of his client submitted the undertaking affidavit on 11.08.2025, and in the said undertaking affidavit, the petitioner at para 3 and 4 submitted as follows:

“3. I submit that for the past six days, continuous rainfall has occurred in and around Avaiyarkuppam Village, resulting in approximately one foot of stagnant water. Furthermore, from October 2025 to December 2025, it will be the rainy season, during which I will be unable to approach and cut down the trees. From December 2025 to March 2026, due to the winter season, water will continue to stagnate in the lake and may starts drine at the end of March, April. Therefore, until the end of March 2026, it will not be possible to cut and remove the trees from the land while water remains stagnant and soil condition may sticky.

4. I further submit that I hereby assure and undertake to cut down the Karuvel tres within a period of three months, from 01.04.2026 to 30.06.2026. I also undertake to pay the amount towards the additional growth for the period from 31.10.2024 to



30.06.2026. *I further undertake that I will not seek any further extension from this Hon'ble Court.*”

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9. A perusal of the affidavit discloses that in the pretext of seeking an extension of three months, the petitioner is in fact endeavouring to secure 10 months time for removal of trees, which this Court finds to be wholly unreasonable, unjustified and impermissible. I therefore find no merit in the writ petition and hence the same deserves to be dismissed.

Accordingly, the writ petition is dismissed. However, there shall be no order as to costs. Consequently, the connected miscellaneous petitions are closed.

10.09.2025

Index : Yes / No

Neutral Citation : Yes / No

Speaking Order/Non-speaking order

Internet: Yes

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To

1. The Principal Chief Conservator of Forest,
Forest Headquarters Building,
Near Kannikapuram Checkpost,
Vellacherry Main Road, Guindy, Chennai- 600 032.

2. The Chief Conservator of Forest,
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Villupuram.

3. The Forest Officer,
Villupuram District, Villupuram.



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N.MALA, J.

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**ORDER IN
W.P.No.19589 of 2025**

Order Delivered on 10.09.2025