



W.P.No.20755 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 22.08.2025

CORAM

THE HONOURABLE Mr.JUSTICE N. ANAND VENKATESH

W.P.No.20755 of 2025

1.K.Selvaperunthagai

2.Raasammal Fuel Centre
Rep. by its Proprietor S.Umayal
W/o.K.Selvaperunthagai
1-A, No.4, Prof. Subramaniam Street
Kilpauk, Chennai 600 010

.. Petitioners

Vs.

1.The Divisional Retail Sales Head
M/s.Indian Oil Corporation Ltd.
Chennai Division Office
No.500, Anna Salai, Teynampet
Chennai 600 018

2.The Divisional Manager
M/s.Indian Oil Corporation Ltd.
Chennai Division Office
No.500, Anna Salai, Teynampet
Chennai 600 018

.. Respondents

Writ Petition filed under Article 226 of the Constitution of India praying for issuance of a writ of mandamus directing the respondents to remove the petrol tanks which are placed beneath the earth surface and clear all the materials and handover the vacant possession of land to the 1st petitioner



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pertaining to the land situated at Padappai Village, Sriperumbudur Taluk, Kancheepuram District, Tamil Nadu admeasuring 17,042 sq.ft. in old Survey No.395/3C, 395/7A (new Survey No.241A/2B and 241A/3).

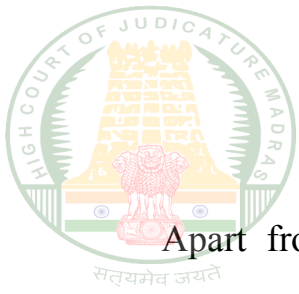
For petitioners : Mr.V.S.Venkatesh
For respondents : Mr.R.Sreedhar
Standing Counsel

ORDER

This writ petition has been filed for the issue of a writ of mandamus directing the respondents to remove the retail outlet and all the materials lying in the subject property and to handover vacant possession of the property to the 1st petitioner.

2. The case of the petitioners is that the 1st petitioner is the owner of the property and it was leased out to the respondent Corporation in the year 2004 by virtue of a registered lease deed dated 02.04.2004 registered as document No.890/2004 for running a petroleum outlet. The lease was for a period of 20 years. The lease period expired on 29.06.2024.

3. The respondent Corporation offered for the renewal of the lease and the 1st petitioner had asked for enhancement of rent and the parties were not able to reach an agreement. Hence, the 1st petitioner refused to renew the lease.



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Apart from that, the license that was issued by the Government of India, Ministry of Commerce and Industry, Petroleum & Explosives Safety Organisation (PESO), was cancelled. That apart, the District Collector also has cancelled the NOC. Accordingly, from 29.06.2024, no business is undertaken and property is not being utilised and the request made by the 1st petitioner to vacate and hand over the premises was not complied with. Under such circumstances, the present writ petition has been filed before this Court.

4. The respondent Corporation has filed counter affidavit. In the counter affidavit, they have stated that the present writ petition is not maintainable and if at all, the 1st petitioner wants to take possession of the property, he can only go before the competent civil Court. It is further stated that the 1st petitioner had agreed for renewal. But, however had fixed the monthly rent at Rs.12,00,000/- (Rupees Twelve Lakhs Only) with a rental escalation of 10% for every three years. This was not acceptable to the respondent Corporation, since it requires financial sanction together with administrative approval.

5. In view of the same, the respondent Corporation have expressed their intention to continue with the retail outlet in the subject property and if at all, the 1st petitioner wants to take the vacant possession, he must be directed to



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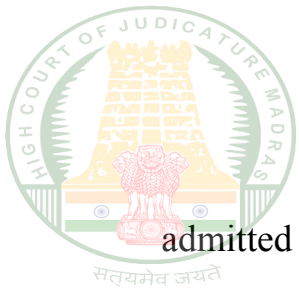
approach the competent civil Court. Accordingly, the respondent Corporation sought for dismissal of the writ petition.

6. Heard Mr.V.S.Venkatesh, learned counsel for the petitioners, Mr.R.Sreedhar, learned Standing Counsel for the respondent Corporation and perused the materials placed on record.

7. The first issue pertains to the question of maintainability raised by the respondent Corporation. Under normal circumstances, a relief seeking for recovery of possession will not be decided in a writ petition filed under Article 226 of the Constitution of India. However, such restraints are self-imposed and the Court can always exercise its jurisdiction where the facts are undisputed.

8. In the case in hand, it is not in dispute that the lease period came to an end on 29.06.2024 and it was never extended by the 1st petitioner. That apart, the license that was granted by the competent authority was cancelled. As such for more than a year, the property is lying idle without being put to use.

9. Even, if the 1st petitioner approaches the civil Court, the above



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admitted facts will stare at the respondents and there will be nothing to be decided in the civil Court. Considering the stature of the respondent Corporation, they should have handed over the premises once the lease period came to an end and the owner of the property was not willing to renew. However, they are continuing to squat on the property without any business for more than a year. Under such circumstances, this Court is inclined to exercise its jurisdiction under Article 226 of the Constitution of India.

10. In the light of the above discussion, there shall be a direction to the respondent Corporation to vacate and handover the possession of the subject property to the 1st petitioner within a period of three months from the date of receipt of a copy of this order.

This writ petition is disposed of with the above direction. No costs.

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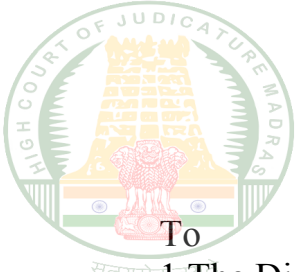
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Index : Yes/No

Neutral Citation : Yes/No

N. ANAND VENKATESH, J.

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