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W.A.Nos.3628 & 3629 of 2025

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 17.12.2025

CORAM

**THE HONOURABLE MR.JUSTICE R.SURESH KUMAR
and
THE HONOURABLE MR.JUSTICE SHAMIM AHMED**

**W.A.Nos.3628 & 3629 of 2025
and
C.M.P.Nos.29961 & 29974 of 2025**

M/s.Kohinoor Agencies,
Represented by its Proprietor Mr.L.Periyasamy,
S/o.Lakshmanan,
No.90, Kamaraj Salai,
Thattanchavady,
Puducherry – 605 009.

... Appellants in both cases

-Vs-

1. The Joint Chief Controller of Explosives,
South Circle – Chennai,
Petroleum & Explosives Safety Organisation (PESO),
A&D Wing, Block 1-8, 2nd Floor,
Shastri Bhavan, No.26, Haddows Road,
Nungambakkam,
Chennai – 600 006.
2. The Indian Oil Corporation Limited,
Represented by its Divisional Retail Head,
Trichy Divisional Office,
Triveni, 3rd Floor, B-35, Sastri Road,
Thillai Nagar,
Trichy – 620 018.



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3. The Union Territory of Puducherry,
Represented by the District Collector-cum-
District Magistrate,
The District Authority under Petroleum Rules,
Puducherry.

4. M.O.H.Groups,
Represented by Mr.M.O.H.Iqbal,
M.O.H.Buikungs, 3rd Floor,
No.576, Anna Salai,
Teynampet, Chennai – 600 006.

... Respondents in both cases

COMMON PRAYER : Appeals filed under Clause XV of Letters Patent,
against the common order dated 16.10.2025 in W.P.Nos.32726 & 31412 of
2025.

For Appellant : Mr.A.L.Somayaji, Senior Counsel
in both cases for Ms.C.Nisha

For Respondents : Mr.Mohammed Fayaz Ali
in both cases Standing Counsel for R2
Mr.A.Tamilvanan
Additional Government Pleader for R3
Mr.L.Chandrakumar
for Mr.R.Ramasubramaniam Raja for R4

C O M M O N J U D G M E N T

(Judgment of the Court was delivered by **R.SURESH KUMAR, J.**)

Since the issue involved in both these writ appeals is one and the same,
these writ appeals were heard together and are disposed of by this common
order.



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2. In order to get a clarity or for the sake of clarity, we name the parties instead of naming their degree in the cause title. M/s.Kohinoor Agencies, the present appellant was the licensee under the Indian Oil Corporation for running a Petroleum Retail Outlet.

3. The land in which the outlet has already been established by M/s.Kohinoor Agencies, according to them, is a land belongs to M/s.Agate Finance.

4. With the said M/s.Agate Finance, a lease deed has been entered into by M/s.Kohinoor Agencies on 10.03.2009 where it was claimed by M/s.Agate Finance that, he was the absolute owner of the property situated at No.90, Kamaraj Salai, Puducherry, who acted as a lessor and the property has been leased out to M/s.Kohinoor Agencies, the appellant, for establishing petroleum outlet.

5. However, it is the case of M.O.H Group represented by Mr.M.O.H.Iqbal, who stood as fourth respondent in the writ petition and also in these appeals that, the land in question belong to them. In this context, it is the case of M.O.H that, M.O.H is the original owner of the property and it has



executed some power of attorney in favour of some individuals to deal with the property which had been misused by those attorneys by virtue of that a sale deed had been entered into between M.O.H or on their behalf by the power of attorney holder and M/s.Agate Finance or M/s.Agate Group of Companies.

6. When these issues were pending in a civil suit in C.S.No.67 of 2010, the same has been settled along with the connected criminal original petitions between the parties, i.e., M/s.Agate Finance Limited and M/s.M.O.Hasan Kuthoos Maricar Limited, i.e., M.O.H Limited and some individuals where a Lok Adalat award was passed on 09.04.2013 where the parties since have agreed upon for a judgment and decree to the effect that the sale deeds made on 25.02.2000 on the file of the District Registrar, Central Madras executed by the first defendant, i.e., M/s.Agate International Private Limited in favour of the other defendants, i.e., defendants 2 to 7, i.e., M/s.Agate Group of Companies or Agencies or Enterprises were declared to be null and void. The relevant portion in paragraph No.14 of the joint comprise memo filed in this regard dated 16.12.2012 is extracted hereunder for clarity:

“14. Both the parties agree for a consent decree and pray that this Hon’ble Court may be pleased to pass a consent decree declaring that the sale deeds dated 28.02.2000 bearing No.159, 160, 161, 162, 172 and 174 of 2000 on the file of



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District Registrar, Central Madras and executed by the first defendant in favour of defendants 2 to 7 are null and void and pass such further or other orders as may be deemed fit and necessary.”

7. Relying upon this, it is the definite case on the part of M.O.H that, since M.O.H was the original owner of the property and the ownership since has been restored by virtue of the cancellation of the sale deed under which encumbrance has been created by M/s.Agate Finance or M/s.Agate Group of Companies, thereby the property including the property wherein the present licensee was running the outlet business since has come to the original owner, i.e., M.O.H, they wanted to cancel the No Objection Certificate granted by the District Authority, i.e., District Collector of Puducherry and also to cancel the licence granted in favour of M/s.Kohinoor Agencies. As the licence was granted by the Explosive Agencies, namely, Joint Chief Controller of Explosives, Chennai and the No Objection Certificate since was granted by the District Collector / District Magistrate, Puducherry, both these documents should have been cancelled was the stand taken by M.O.H and therefore, triggered by the said action initiated by M.O.H, both these authorities seem to have acted upon and the licence given by the Explosive Agencies has been cancelled as well as NOC granted by the District Collector or District Administration authority has been cancelled or withdrawn. Those were the impugned orders before the writ



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Court, challenging the same only those writ petitions, i.e., W.P.Nos.31412 & 32726 of 2025 were filed by M/s.Kohinoor Agencies.

8. Along with the said writ petitions, the Indian Oil Corporation also filed yet another writ petition in W.P.No.34177 of 2025 almost seeking for a similar relief.

9. Those three writ petitions were heard together and disposed by the common order passed by the writ Court dated 16.10.2025 by which all those writ petitions were dismissed.

10. Aggrieved over the said order passed by the writ Court dated 16.10.2025 though these two writ appeals have been directed at the instance of M/s.Kohinoor Agencies, the learned Senior Counsel appearing on behalf of M/s.Kohinoor Agencies, i.e., appellant in both the appeals would contend that, it may not be a lease directed to be stated on behalf of the appellant M/s.Kohinoor Agencies being the licensee to hold the retail vending business under the licence issued by the Explosive Agencies, but it is only a permission secured or obtained by M/s.Kohinoor Agencies from the original owner, namely, M/s.Agate Finance Limited and by virtue of any settlement reached between



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M/s.Agate Finance and M.O.H in the Lok Adalat award of the year 2013 that will not bind the present appellant, i.e, M/s.Kohinoor Agencies, as M/s.Kohinoor Agencies is not a party to the said proceedings and it is his further contention that, since the permission was granted for twenty five years and it would expire only in the year 2027 before which, no other authority much less the Explosive Authority as well as District Administration of Puducherry could meddle with the running of retail outlet business being run by or conducted by the present appellant, i.e., M/s.Kohinoor Agencies, is his further contention.

11. It is also his contention that M.O.H is not an owner in the eye of law and merely because a comprise decree has been passed in the Lok Adalat between M/s.Agate Finance Limited and M.O.H Group that would not bind on M/s.Kohinoor Agencies as independently M/s.Kohinoor Agencies can enjoy the permission granted by the original owner, i.e., M/s.Agate Finance as who was the original owner at the time when the permission was granted to M/s.Kohinoor Agencies in the eye of law, is his further contention.

12. But at the same time, Mr.L.Chandrakumar, learned counsel appearing for the fourth respondent M.O.H who is the main contesting respondent submits that M.O.H is the original owner of the property and at one point of time, when



the power has been given to meddle with the property in proper way as expected by M.O.H that has been misused by the power holders, by virtue of that, so many sale deeds have been executed in favour of M/s.Agate Finance or M/s.Agate Group of Companies. All those sale deeds have not been made or executed with the concurrence or approval of the principal, i.e. original owner, namely, M.O.H. Therefore, the learned counsel would submit that, it triggered M.O.H to file a civil suit as stated *supra* and when the civil suit was pending and some criminal cases also had been filed, all these cases were put together and taken up for disposal by way of consent decree and consent order during Lok Adalat and by virtue of the Lok Adalat award passed in this regard based on the joint compromise memo entered into between the parties dated 16.12.2012, all such sale deeds dated 28.02.2000 bearing Nos.159, 160, 161, 162, 172 & 174 of 2000 on the file of the District Registrar, Central Madras were declared to be null and void and by virtue of declaration having been made by way of consent decree made through the Lok Adalat as it has become final, the original owner in whose favour the property has been vested. Therefore it cannot be claimed by the appellant M/s.Kohinoor Agencies at any stretch of imagination to state that M.O.H is not the owner.



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13. Therefore, the learned counsel for the fourth respondent M.O.H would contend that, insofar as continuance of physical possession to have the outlet by M/s.Kohinoor Agencies in the land in question belongs to M.O.H is concerned, the same is unlawful and illegal, therefore, in order to evict them to cancel the licence given by the Explosive Authorities and to revoke NOC granted by the District Administration, such move was made only by M.O.H and based on which, though the authorities have acted upon and passed such order respectively and those orders when were challenged before the writ Court in writ petitions filed by M/s.Kohinoor Agencies, that were considered and dismissed of course rightly by the writ Court through the impugned order, hence the learned counsel appearing for M.O.H would contend that the Division Bench need not have any interference with the said order.

14. We have given our anxious consideration to the said rival submissions made by the learned counsel appearing for the parties and have perused the materials placed before this Court.

15. Though it was claimed by the learned Senior Counsel appearing for the appellant M/s.Kohinoor Agencies that, it has secured permission from M/s.Agate Finance or M/s.Agate Agencies for a period of twenty five years,



therefore that will hold good even up to the period it expires after twenty five years, we are not impressed with the said submission made by the learned Senior Counsel for the simple reason that, first of all, M/s.Agate Finance is not at all the owner that too after having declaration to state that the sale deeds made on 28.02.2000 in favour of M/s.Agate Finance itself as null and void, in the eye of law, no such ownership can ever been claimed by M/s.Agate Finance when he became the non-owner of the property, what are all the permission said to have been granted in favour of M/s.Kohinoor Agencies cannot be stated to be a valid permission in the eye of law even for the minimum purpose of holing the outlet by M/s.Kohinoor Agencies.

16. In the eye of law, by virtue of 2013 Lok Adalat award since M.O.H has become the owner as it was the original owner and his ownership since has been restored by making a declaration against the Universe, by virtue of the Lok Adalat award, the ownership cannot be questioned as the Lok Adalat award, being the consent decree, has become final.

17. When that being the position, there is every justification on the part of M.O.H to trigger the agencies like the licensing agencies as well as NOC granting authority to cancel those documents and based on which after verifying



the ownership of the property in question since consent has not been given by the present owner, namely M.O.H, those authorities have come forward to cancel the licence as well as NOC and those orders when were challenged, it was rightly rejected by the writ Court through the order impugned, hence we do not have any proposal to interfere with the view and the approach made by the writ Court and the conclusion reached by it.

18. In that view of the aforestated discussions, we are not in hesitation to hold that the impugned order is to be sustained and therefore, the appeals cannot succeed. Therefore, while dismissing these writ appeals, we give three months time to the appellant, namely, M/s.Kohinoor Agencies to explore the possibility of getting the lease as afresh lease or extended lease whatever name be called or the permission to run the show, i.e., Petroleum Retail Outlet in the same address with the reviewed terms and conditions to be made by M.O.H. If ultimately the conditions to be imposed by M.O.H is agreeable to the appellant, namely, M/s.Kohinoor Agencies, we do not see any impediment for M.O.H to execute such a lease deed without any further hesitation.

19. If everything goes on smoothly and if such lease deed is executed by M.O.H within a stipulated period, i.e., within three months, there could be no



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further impediment for M/s.Kohinoor Agencies, i.e., appellant to re-approach the licensing authority, namely, the first respondent and NOC granting authority, namely, third respondent to re-issue those licence as well as NOC and it is open to run the show in accordance with law.

20. We made it very clear that as per the terms to be imposed by M.O.H if it is agreeable to M/s.Kohinoor Agencies and on the same terms apart from M/s.Kohinoor Agencies, any third party comes and make the offer, priority be given to M/s.Kohinoor Agencies.

21. With these observations, these Writ Appeals are dismissed. However, there shall be no order as to costs. Consequently, connected miscellaneous petitions are closed.

(R.S.K., J.) (S.S.A., J.)
17.12.2025

NCC : Yes / No
Index : Yes / No
Speaking Order : Yes / No

vji



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