



W.A.(MD)No.172 of 2022

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 10.03.2025

CORAM

THE HONOURABLE MR.JUSTICE G.R.SWAMINATHAN

AND

THE HONOURABLE MR.JUSTICE M.JOTHIRAMAN

W.A(MD)No.172 of 2022

and

C.M.P(MD)No.1703 of 2022

- 1.The Branch Manager,
Tamil Nadu Small Industries
Development Corporation Limited,
SIDCO Industrial Estate,
K.Pudur,
Madurai – 625 007.
- 2.The General Manager,
Tamil Nadu Small Industries
Development Corporation Limited,
SIDCO, Paulwel's Road,
Kathipara Junction,
Chennai – 16.

... Appellants /
Respondents

Vs.

Vinod M.Patel

... Respondent /
Petitioner

Prayer: Writ Appeal filed under Clause 15 of Letters Patent to set aside the order dated 03.01.2017 passed in W.P(MD)No.13590 of 2010 and allow the Writ Appeal.



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For Appellants : Mr.T.Sakthikumaran

For Respondent : Mr.A.P.Rajasimmon

JUDGMENT

(Judgment of the Court was made by G.R.Swaminathan J.)

Heard both sides.

2.The writ petitioner was allotted Shop No.140 in Mahia Industrial Estate, Uranganpatti, Madurai. The writ petitioner was issued with show cause notice dated 12.10.2010. The notice informed the petitioner that he had not paid the accumulated rental arrears of Rs.6,30,945/- (Rupees Six Lakhs Thiry Thousand Nine Hundred and Forty Five only). Interim relief was given in favour of the writ petitioner on payment of the said amount. The writ petitioner duly complied with the said condition. When the matter was taken up for final hearing, the learned single Judge noted that since the condition imposed for granting interim order had been complied with, SIDCO should be directed to execute sale deed in favour of the writ petitioner. The writ petition was allowed vide order dated 03.01.2017. Challenging the same, this Writ Appeal came to be filed.



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WEB COPY 3.The order of the learned single Judge has to be set aside. This is for the simple reason that the impugned show cause notice dated 12.10.2010 contained two demands:

- a) Non payment of the shed cost;
- b) Non payment of the rental arrears

The learned single Judge had taken note of the second aspect alone and omitted to take note of the first aspect. It is for this reason, we are of the view that the order impugned in this Writ Appeal is unsustainable. It is accordingly set aside.

4.The learned counsel for the writ petitioner states that the writ petitioner would pay a sum of Rs.48,00,000/- (Rupees Forty Eight Lakhs only) as one time settlement (OTS) towards the shed cost and towards all other claims that may be raised by SIDCO. We place on record this offer. The writ petitioner is permitted to submit OTS proposal to the second respondent (second appellant herein) through the first respondent (first appellant herein). As and when it is submitted, it shall be forwarded to the Board and it is for the Board to take an appropriate call in the matter. The writ petitioner states that he will submit such a proposal within a



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week. SIDCO Board shall dispose of the writ petitioner's proposal on merits within a period of three months thereafter.

5.This Writ Appeal is allowed accordingly. No costs.

Consequently, connected miscellaneous petition is closed.

[G.R.S., J.] [M.J.R., J.]
10.03.2025

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

M.JOTHIRAMAN, J.

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