



W.P.(MD) No.29565 of 2025

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 23.10.2025

CORAM:

THE HONOURABLE MS.JUSTICE P.T.ASHA

W.P.(MD) No.29565 of 2025

and

W.M.P(MD)No.22874 of 2025

K.C.Velmurugan

.. Petitioner

Vs.

1.The District Collector,
Karur District,
Karur.

2.The Commissioner of Municipality,
Karur Municipality,
Karur District.

3.The Tahsildar,
Karur Taluk,
Karur District.

.. Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India, praying for issuance of Writ of Mandamus, directing the 2nd respondent to remove the lock put by the Municipality officials and continue the lease period to permit to take the things and vacate the premise of the Municipality by considering Petitioner's representation dated 16.09.2025 and 13.10.2025 within the time frame to be fixed by this Court.



W.P.(MD) No.29565 of 2025

For Petitioner : Mr.R.Anandha Raj
For R1 & R3 : Mrs.D.Farjana Ghoushia
Special Government Pleader
For R2 : Mr.K.Balasubramani

ORDER

This writ petition is filed for the following relief :

“To direct the 2nd respondent to remove the lock put by the Municipality officials and continue the lease period to permit to take the things and vacate the premise of the Municipality by considering Petitioner's representation dated 16.09.2025 and 13.10.2025.”

2. The petitioner is running an Institute namely Rescue Skills Private Limited from 2016. The said company is running under the project of DDU – GKY programme scheme by the Tamil Nadu Corporation. The petitioner has entered into a lease agreement with the 2nd respondent Municipality during the year 2013 for a shop situated at the 1st and 2nd floor of commercial complex, old bus stand, near Uzhavar



W.P.(MD) No.29565 of 2025

Santhai, Karur West, Karur on 20.05.2013. The same was periodically extended as per the conditions in the lease agreement. Since the lease amount was not paid, the said institute was locked on 27.11.2024. The said action was taken without any prior notice or opportunity of being heard. Meanwhile, the Municipality has announced a concession to the shops situated in the Municipality limit that the pending lease amount of all the shops can be paid within the prescribed date of 30% of discount of the lease amount for the period 01.07.2016 to 30.06.2025. The same was given to the petitioner by notice dated 05.06.2025 demanding a lease amount of Rs.2,13,000/- to be paid on or before 30.06.2025. Despite having paid the same on 26.06.2025, to his shock and surprise, the 2nd respondent ordered payment of the entire lease amount for the pending period, failing which the premises will not be opened. Therefore, the petitioner is before this Court.

3. Heard the learned counsels on either side.



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4. This writ petition is disposed of directing the 2nd respondent to remove the lock put up on the premises in question and permit the petitioner to remove his entire properties which was now lying in the said premises. The petitioner is also not desirous of continuing the lease. However, as regards the demand that is now made, he would submit that the entire amount as demanded has been paid by the petitioner which fact is refuted by the learned counsel for the 2nd respondent. Therefore, the petitioner shall submit his objections to the demand notice dated 05.06.2025 in which the 2nd respondent would contend that a sum of Rs. 12,94,268/- is now due whereas the petitioner would submit that he has received demand notice on the same date stating that only a sum of Rs. 2,13,000/- is payable which amount has also been paid by the petitioner. The 2nd respondent shall give the statement of account to the petitioner stating as to how they have arrived at a demand of Rs.12,94,268/- and on receipt of the same, the petitioner shall submit his objections and the matter shall be heard by the 2nd respondent, who shall hear the same after giving an opportunity to the petitioner. Thereafter, a speaking order shall



W.P.(MD) No.29565 of 2025

be passed within a period of three (3) months from the date of receipt of copy of the order.

5. On 27.10.2025, the premises shall be opened at 10.30 a.m. The petitioner shall ensure that by 01.11.2025, he shall take away all his property from the premises in question. In case, he is unable to do so, despite his best efforts, he can make a request to the 2nd respondent for extension of time and further extension of 3 days shall be granted.

6. With the above directions, this Writ Petition stands disposed of. No costs. Consequently, connected Miscellaneous Petition is closed.

23.10.2025

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

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W.P.(MD) No.29565 of 2025

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W.P.(MD) No.29565 of 2025

P.T.ASHA, J.

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W.P.(MD) No.29565 of 2025

23.10.2025