

W.P.(MD)No.30828 of 2024

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BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

Reserved On : 28.01.2025

Delivered On : 28.04.2025

CORAM:

THE HONOURABLE MRS.JUSTICE L.VICTORIA GOWRI

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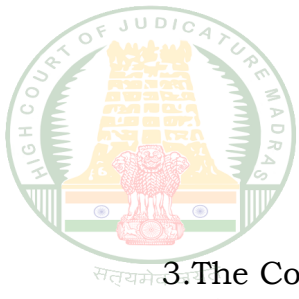
and

W.M.P.(MD)Nos.25904, 25905 and 25906 of 2024

- 1.M.V.K.Jeeva
 - 2.K.Anuburaj
 - 3.Karmegam
 - 4.R.S.Harish
 - 5.B.Indrajith
 - 6.N.Thavamani
 - 7.T.Ananth
 - 8.M.Kannan
 - 9.A.Rajamohammed
 - 10.A.Kannan
 - 11.U.Kanagavel
 - 12.S.Chellappa
 - 13.P.Periyasamy
 - 14.S.Hajimusa Sait
 - 15.R.Mehaboob Subahani R.Kadhar
- ... Petitioners

Vs.

- 1.The Director of Municipal Administration,
Directorate of Municipal Administration,
75, Urban Administrative Building,
Santhome High Road,
MRC Nagar, Raja Annamalaipuram,
Chennai – 600028.
- 2.The District Collector,
District Collectorate,
Theni District – 625531.



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3.The Commissioner,
Theni Allinagaram Municipality,
Theni District – 625 531.

... Respondents

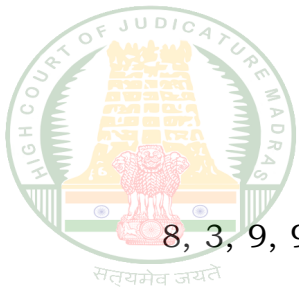
PRAYER : Writ Petition filed under Article 226 of the Constitution of India for issuance of a Writ of Certiorarified Mandamus, calling for the records pertaining to Na.Ka.No.2753/2024/A3 dated 05.12.2024 issued by the 3rd Respondent, quash the same and consequently direct the respondents not to disturb the peaceful possession and occupation of the petitioners and could have establish the new Market Complex in the unused but renovated old Compost Yard to an extent of 5 Acres, as per the representation dated 26.09.2024 and 30.09.2024.

For Petitioners	: Mr.A.K.Shriram, Senior Counsel For Mr.A.Kowsik Raghu Rajaa
For Respondents	: Mr.R.Baskaran Additional Advocate General Assisted by Mr.S.Kameswaran Government Advocate

ORDER

This Writ Petition is filed, seeking to quash the proceedings of the third respondent in Na.Ka.No.2753/2024/A3 dated 05.12.2024 and consequently direct the respondents not to disturb the peaceful possession and occupation of the petitioners and could have establish the new Market Complex in the unused but renovated old Compost Yard to an extent of 5 Acres, as per the representations dated 26.09.2024 and 30.09.2024.

2.As many as 15 writ petitioners have filed this Writ Petition together claiming to be the lessees of shop Nos.2A, 1A, 2, 4, 6A, 10, 10C, 6, 7A, 1, 5,



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8, 3, 9, 9A. Shop No.1 and shop No.2 are located in the land owned by the third respondent municipality. The petitioners are timber merchants who are engaged in the timber business for over a span of 50 years. The petitioners stepped into the possession of the land as lessees during 1980s and have remained in uninterrupted possession since then. The subject matter of the dispute involves the Department of Municipality and Municipal Administration and Water Supply issuing Maniya Korikai No.34 for the development of various projects aimed at the development and upliftment of municipalities. As a part of this initiative, the Theni Allinagaram municipality, that is, the third respondent, has sanctioned a new market by demolition of 121 old shops and 18 galvanized sheet hut shops including 6 shops built in 2018 – 2019.

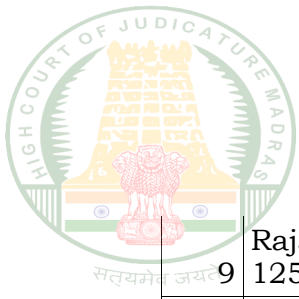
3.In the year 1986, for the purpose of establishing the market, the third respondent municipality, constructed 121 shops in the land belonging to the municipality. The remaining vacant land was planned for leasing out, upon which a call was made and in this regard, some of the present petitioners made an application along with required documents for the purpose of lease. Being satisfied with their application and enclosed documents, the third respondent decked out the vacant land for lease over the period of a year in their respective names. Subsequently, the said lease has been continuously renewed by the third respondent municipality for every year without default. The petitioners who have been continuously in



an uninterrupted possession and occupation of the said vacant land with prior permission and approval from the third respondent constructed respective shelters/shops to accommodate themselves and store their timber. These structures were built to protect the timber from rain and shine.

4. The petitioners have remained in peaceful possession and occupation of the said leased property without any interference till date. At present, there are 18 shops under vacant land leases, out of which 15 shops are held by the petitioners herein. The leases for all the shops are renewed up to date as detailed below:-

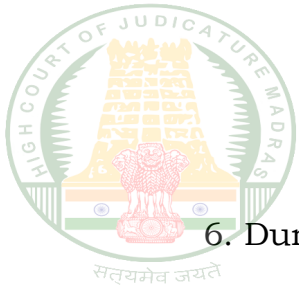
S. No.	Shop owner name & Allotment number (A.No.)	Shop No	Extent of Shop (Sq. Ft)	Latest Lease/Rent renewal period
1	M.V.K.Jeeva A.No.125/2005251	8	1732 Sq. ft.	2023 - 2024 April
2	K.Anburaj A.No.125/BD01/00098	2A	291 Sq. ft.	2024 - 2025 September
3	Karmegam A.No.125/BD01/00240 A.No.125/2005245	1A & 2	560 Sq. ft. & 904 Sq. ft.	2024 - 2025 June & 2024 - 2025 September
4	R.S.Harish A.No.125/2005247	4	1829 Sq. ft.	2023 - 2024 April
5	B.Indrajith A.No.125/BD01/00089	6A	1162 Sq. ft.	2024 - 2025 December
6	N.Thavamani A.No.125/2005253	10	968 Sq. ft.	2023 - 2024 April
7	T.Ananth A.No.125/BD01/0085	10C	323 Sq. ft.	2023 - 2024 March
8	M.Kanna A.No.125/2005249 A.No.125/BD01/0088	6 & 7A	1162 Sq. ft.	2024 - 2025 September 2023 - 2024 November



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9	Rajamohammed 125/2005244	1	2249 Sq. ft.	2023 - 2024 September
10	A.Kanna A.No.125/2007003	Meeting Stage Shop No.1	603 Sq. ft.	2024 - 2025 June
11	U.Kanagavel A.No.125/BD01/00147	Meeting Stage Shop No.2	646 Sq. ft.	2024 - 2025 March
12	S.Chellappa A.No.125/2005248	5	2292 Sq. ft.	2024 - 2025 September
13	K.P.Periyasamy A.No.125/2015054	3	1679 Sq. ft.	2023 - 2024 April
14	S.Hajimusa Sheikh A.No.125/2005252	9	1894 Sq. ft.	2023 - 2024 April
15	R.Mehaboob Subahani R.Kadhar A.No.125/BD01/00210	9A	441 Sq. ft.	2024 - 2025 October

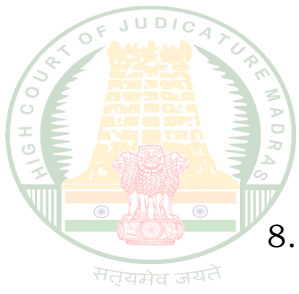
5.In the meantime, the petitioners have modified and modernized their shelters/shops raising the superstructure at their own expense and availing themselves with electricity connections. All the development was done openly with the knowledge of the second and third respondents. The petitioners have been suppliers of timber to furniture and related shops surrounding the vicinity since 1986. Despite these facts, the respondents have sought to demolish the entire complex including the petitioner's shops to establish a new market complex. This decision was made without issuing prior notice to either the petitioners or the shop owners of the market complex. Furthermore, the respondents conducted a municipal corporation meeting regarding the proposed demolition without informing or inviting any of the affected parties, including the petitioners or the the shop owners.



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6. During the aforesaid meeting, a resolution was passed vide a resolution No.854, wherein it was stated that the respondents along with the Department of Municipal Administration and Water Supply, had submitted the budget for 2024 - 2025 under Maniya Korikai No.34, serial No.7, to the Government of Tamil Nadu. This budget pertains to the renovation of the existing market complex comprising approximately 148 shops, which are proposed to be demolished and replaced with a new market complex. The said resolution was passed without any prior intimation to the petitioners or the other shop owners/leaseholders of the market complex.

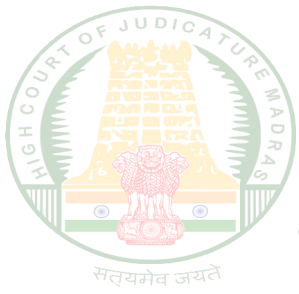
7. Subsequently, the third respondent municipality issued a notice bearing Na.Ka.No.273/2024/A3 dated 23.09.2024, inviting the petitioners along with the other shop owners/leaseholders of the market complex to attend a discussion meeting. This meeting was scheduled to be held on 29.07.2024 at 11 a.m., with the Municipal Chairman, the third respondent, and the board members to discuss the proposed demolition of the existing market complex and the establishment of a new market complex. The petitioners attended the meeting conducted on 26.09.2024, to discuss the feasibility of establishing a new market complex, after demolishing the existing one. During the said meeting, the petitioners diligently raised various objections to the proposed project and questioned the numerous legal and practical complications that could arise from its implementation.



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8. However, without addressing the objections and concerns raised by the petitioners, the respondents abruptly concluded the meeting without recording the petitioners' submissions. Hence, elaborating their objections, the petitioners submitted a detailed representation dated 26.09.2024, to the respondent opposing the assertions made in the notice specifically the claim that 145 shops including 121 old shops, 18 galvanized sheet hut shops, and 6 shops constructed in 2018 – 2019, are in a dilapidated condition.

9. The respondents failed to consider that 18 galvanized shops, including those occupied by the petitioners were recently modified with construction of superstructures/shops at the petitioner's own expenses costing between Rs.15 lakhs up to Rs.30 lakhs each and that the petitioners are paying a sum ranging from approximately Rs.30,000/- to Rs.75,000/- as monthly or yearly rent to the third respondent depending on the extent of the shops. On 07.12.2024, heavy machinery and large quantities of construction materials were brought into and around the market complex causing significant inconvenience for the smooth transportation of goods. Upon enquiry, it was revealed that, the third respondent without considering the objections raised by the petitioners during the discussion held on 06.09.2024 or without considering the representations of the petitioners dated 26.09.2024 and 30.09.2024, opposing the proposed project had issued proceedings bearing Na.Ka.No.2753/2023/A3 dated 05.12.2024.



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9.1. Vide these proceedings, the third respondent directed the petitioners along with other leaseholders to vacate the market complex and hand it over to the third respondent on or before 20.12.2024. This notice was neither served upon the petitioners nor the other leaseholders and the same was received from the complex shop owner. The said action of the respondents would amount to clear violation of principles of natural justice and hence, challenging the aforesaid proceedings, this Writ Petition is filed.

10.The learned Senior Counsel appearing for the petitioners categorically contended that, the impugned notice issued by the third respondent is arbitrary and is a *malafide* exercise of the procedure established by law. He further contended that, the third respondent had ignored the fact that the lease has been renewed for all the petitioners at least till September 2025 and that the rents have been paid up to date and in advance. Categorically pointing out that, the impugned notice is vitiated, since there was no show cause notice prior to the present impugned notice. He further submitted that the impugned order is specifically silent about the proceedings dated 26.09.2024.

10.1. Emphatically submitting that, the third respondent can evict the petitioners only by following the Urban Local Bodies Act and has no jurisdiction to evict them indirectly. He further submitted since the impugned notice dated 05.12.2024, has been issued without affording any

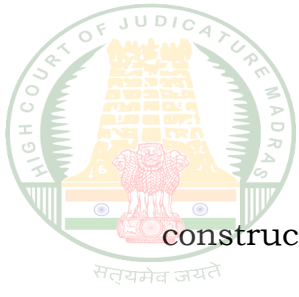


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opportunity of hearing to the petitioner and since the petitioners are arbitrarily directed to vacate the respective shops, the same need to be quashed.

11.Categorically submitting that, being a statutory authority, the third respondent, is expected to act fairly adopting procedures and follow rule of law, which is fair play in action. Further pointing out that, the third respondent without considering alternate arrangements for the petitioners or compensation for the constructed buildings and also the third respondent's present proposed development plan do not provide a clear framework for resettlement or relocation without considering the petitioner's position as long term lessees, contended that, the impugned notice should go. It was further put forth by the learned Senior Counsel that, the third respondent municipality failed to adhere the mandatory procedures of serving the impugned notice dated 05.12.2024, to the petitioners either personally or by a fixation of the same in the premises, which is nothing but violation of constitutional right of *audi alteram partem*. Pointing out that, the impugned notice is invalid and unenforceable, the learned counsel pressed for quashing the same and allowing the Writ Petition.

12.Per contra the learned Additional Advocate General appearing on behalf of the learned Government Advocate, based on the counter affidavit filed by the third respondent submitted that, the proposed project of



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construction of daily market (Theni-Chennai highways) ward No.25, D, block No.13, Survey No.18 in Theni, Allinagar municipality, is a long term demand of the third respondent and at last, it is only now that the first respondent has sanctioned a sum of Rs.8 Crores and 17 Lakhs for the said scheme and all the progress were duly communicated to the petitioners as well as to all the allottees of the said place. Further he submitted that, the claim of the petitioners were also considered by a reply dated 25.11.02024. During the stakeholders meeting held on 26.09.2024, at Vasantha Mahal, Theni, the respondents had assured that these writ petitioners will be given priority in allotting the shops after reconstruction of the new market. Despite all these, now the writ petitioners are trying to stall the construction of above daily market, which is absolutely unsustainable and emphatically contended that the writ petition itself is not maintainable.

13.Further the learned Additional Advocate General submitted that, initially the disputed lands in Survey No.18 in Theni, Allinagar municipality, to an extent of 5.74 acres, out of which to an extent of 2.73 acres of land was constructed by the third respondent corporation with 121 shops in the year 1986 itself and all the shops are allotted to separate individuals to an average extent of 100 square feet and the said portion of market building was called as best market building and there are other complex of buildings constructed by the third respondent municipalities in the same market to a total number of 320 shops. Apart from that, the respondent corporation had



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also leased out “**vacant land sites**” in the said land to 18 persons including the 15 petitioners and they themselves have put up temporary structures without the permission of the third respondent municipality for the purpose of carrying out business in the said place.

13.1. Since some of the shops constructed by the third respondent corporation are in dilapidated condition and in order to avoid human casualties, the council members of the third respondent municipality by a resolution No.597 dated 07.11.2023, requested the Government to allot funds for the construction of daily market in the said lands. After a long struggle under the Kalingar Nagar Pura Membatu Thittam, the monitoring committee meeting was held on 09.09.2024 and the project of construction of daily market, Theni, Allinagaram, was sanctioned to the third respondent corporation along with other 24 works across the state of Tamil Nadu.

14. In this regard, emergency note with respect to the dilapidated building and ruinous condition of structures, which would lead to human casualties, a report was sought for, from the Professor, University College of Engineering, Pattukottai, to ascertain the structural stability report and on inspection of the buildings on 29.07.2024, a report recommending to dismantle the entire block for the purpose of new construction was also submitted. Only on the basis of the said recommendation, the council meeting was held on 29.07.2024 at 11 a.m., in which the fourth resolution

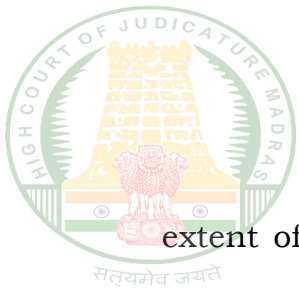


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was resolved with respect to the implementation of the current project in resolution No.854. Thereafter, completing due procedures prior approval from the authorities concerned were called for.

14.1. During this relevant time, a committee was also formed to observe the demands of the shop holders including the petitioners and a cut out was placed in the main road of the disputed land calling the shop owners, lease holders and all the aggrieved persons to attend the meeting on 26.09.2024. Accordingly, the consultation meeting was held on 26.09.2024 and the request of the lease holders and other objections in implementing the said project was also duly received. However, all the shop holders except the petitioners herein agreed for the implementation of the said project. In the meanwhile, tender was also successfully conducted and one Pandiraj municipal contractor was issued with work order dated 21.11.2024.

15.The learned Additional Advocate General pointed out that, from the available records, it could be seen that, the 10th petitioner, namely, A.Kannan, was not known as to how the shop No.1 was allotted to him and till date the said shop stands in the name of S.T.British and as far as the 1st petitioner M.V.K.Jeeva, shop No.8, was allotted to his father Kalimuthu, and after his demise, he is currently running the shop and the lease was not renewed in his favour. Moreover, all the 15 petitioners who were allotted with vacant sites for lease were permitted to run shops only to a maximum



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extent of 275 square feet, but all of them have encroached upon the land than the allotted extent without any prior permission and have also put up temporary sheds for running their timber business in large scale. The extent of land allotted to the petitioners and the the portions encroached by them and their renewal period up to date is detailed as below:-

S. No.	Shop Owner	Shop No	Originally Allotted area Extent	Existence Temporary shed extent in use	Encroached area extant portion
1	M.V.K.Jeeva	8	832	1732	900
2	K.Anburaj	2A	180	291	111
3	Karmegam	1A & 2	330& 448	560 & 904	230 & 456
4	R.S.Harish	4	600	1829	1229
5	B.Indrajith	6A	300	1162	862
6	N.Thavamani	10	540	968	428
7	T.Ananth	10C	280	323	43
8	M.Kanna	6 & 7A	600	1162	562
9	Rajamohammed	1	200	2249	2049
10	A.Kanna	Meeting Stage Shop No.1	416	603	187
11	U.Kanagavel	Meeting Stage Shop No.2	546	646	100
12	S.Chellappa	5	600	2292	1692
13	K.P.Periyasamy	3	600	1679	1079
14	S.Hajimusa Sheikh	9	320	1894	1574
15	R.Mehaboob Subahani R.Kadhar	9A	275	441	166

16.The learned Additional Advocate General pointed out that, a careful perusal of the said table, would reflect upon the fact that all 15 petitioners were allotted with an extent of 180 square feet to 600 square feet only, but



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as against the same, they have encroached upon the corporation land and or carrying out business unlawfully obstructing the pedestrians, general public, from ingress and egress to the market area.

17. In addition to all the learned Additional Advocate General pointed out that, in all the work orders, it has been clearly mentioned that no shops/temporary sheds should be constructed in the vacant sites without prior permission from the respondent Corporation and against the said condition without prior permission, all the petitioners have encroached upon and have put up temporary structures in the vacant site for their business unlawfully. The petitioners are running timber business in a large scale manner, due to which they are obstructing the new construction of daily market and further he pointed out that the third respondent, by an order dated 25.11.2024, ensured that first priority will be given to the petitioners after reconstruction and allocation of shops under the new project. Despite the same, claiming the said place and objecting the development of the municipality is absolutely unsustainable.

17.1. Further with regard to the allegation that, the petitioners have renovated the building on their own expenses to expanding a huge amount, the learned Additional Advocate General categorically denied the same as false and frivolous and the petitioners are bound to put strict proof of the

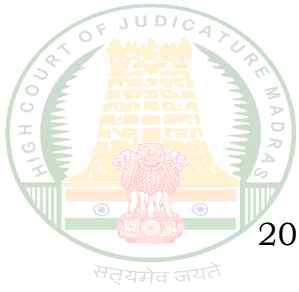


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same. As far as the other allegation that on 07.12.2024, heavy machineries were brought into the market complex, the learned Additional Advocate General categorically denied the same.

18.By way of reply to the learned Additional Advocate General's argument, the learned Senior Counsel appearing for the petitioners submitted that, the petitioners are lessees and are not encroachers and hence, they can be vacated only in the manner known to law, more particularly, following Rule 319 of the Tamil Nadu Urban Local Bodies Act, 1998. Further by way of submitting stability certificates for the various buildings put up by the writ petitioners, the learned Senior Counsel tried to convince this Court by painting the submission of the learned Additional Advocate General black that the superstructures put up by the petitioners in the vacant land leased out to them are in a sound and stable condition. Relying upon the proceedings of the first respondent in Na.Ka.No. 1652/2023/Mathi.1 dated 11.12.2024, the learned Senior Counsel submitted that the action proposed should be initiated only in terms of the aforesaid proceedings and in accordance to Rule 319 of the Urban Local Bodies Act, 2023 and thus, for allowing the Writ Petition.

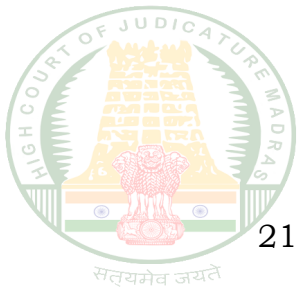
19.Heard the learned counsels on either side and carefully perused the materials available on record.



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20.This case is a typical tale of “இருக்க இடம் கொடுத்தால், மடத்தை
பிடுங்குவான்” - “if you give me a place to stay, I will uproot the monastery”. No
doubt, the writ petitioners are the lessees of the third respondent
municipality. However, it is the admitted case of the petitioners themselves
that, of the 15 writ petitioners, the lease period has already been lapsed for
7 among them, and the lease is not further renewed by the third respondent
municipality. As far as the other 8 cases are concerned, the respective lease
is likely to expire, either in a month or two, not longer than December 2025.

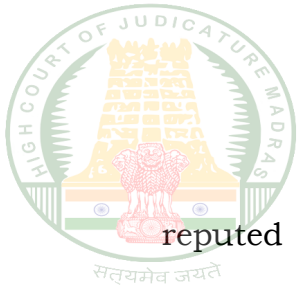
21.A very interesting argument was put forth by the learned Senior
Counsel narrating the way in which the writ petitioners have been holding
the lease hold vacant land sites for the past more than 50 years. However, it
is pertinent to mention that not even a single document to show the area of
vacant site which was leased out to each of them has been produced before
this Court. The extent of the vacant sites which are in their enjoyment, the
learned Additional Advocate General appearing on behalf of the third
respondent categorically denied the veracity of the same and on the basis of
the counter affidavit had drawn my attention to the original area/extent
allotted to each of the writ petitioners herein. Each and every writ
petitioners herein have encroached upon certain area, which is actually
more than that which was actually allotted to them.



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21.1. That apart, the writ petitioners did not produce even a single document, which would show that the third respondent municipality permitted them to put up superstructures in the said vacant sites. Having not produced the same, it is ridiculous on the part of the learned Senior Counsel appearing for the petitioner to submit that they are entitled to be compensated for the superstructures raised by them, in case of demolition of the same. It is a settled proposition of law that a lease agreement grants a lessee only the right of enjoyment of the property for the specific lease period and it does not grant a right of perpetual enjoyment over the same. On the expiry of the lease period, the lessee is bound to return the possession to the lessor. It is needless to state that a lease is a transfer of right to enjoy the property for a defined lease period whether expressed or implied and the lessee gains the right to use and occupy the property only during the lease term and the ownership remains only with the lessor and in this case with the third respondent municipality. No doubt, the lessee will not have a right of permanent tenancy or right to dictate terms to the lessor as to how the property should be managed by the lessor, after the term of expiration of the lease concerned.

22.It is the considered opinion of this Court that development projects shall not be distilled at the instance of lease holders once required to vacate the premises. In the instant case, only after duly obtaining a proper report as to the structural stability of the buildings to be demolished from a

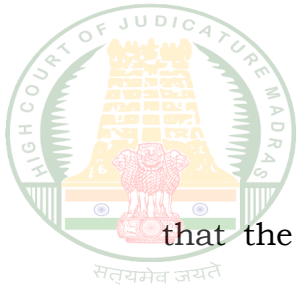


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reputed institution, the third respondent municipality has proceeded to move forward the project. Only considering the fact that the corporation building is in a dilapidated condition and that the same has to be demolished and reconstructed the same was allotted under the scheme of Kalingar Nagarpuram Membatu Thittam 2024 - 2025 and the present project of construction of daily market (Theni - Chennai highways) ward No. 25, in Theni-Allinagaram municipality, is a long term demand of the third respondent, which was duly sanctioned during 2024 - 2025.

22.1. The lands belonging to the Government cannot be taken as a matter of right by the petitioners and they cannot claim perpetual right over it. Now only because of the objections and hindrance made by these petitioners without any valid means, the entire project is put to stake and the development of the respondent municipality is stalled. Had the development plan and the facilities smoothly implemented the project holding 171 shops would raise more revenue to the third respondent corporation and I am of the considered view that the project holds all the facilities and amenities including car parking and free movement of vehicles, which are plying in the market.

23.The learned Additional Advocate General drew the attention of this court to the proceedings of the Commissioner of Municipal Administration Chennai in R.O.C.No.34283/2008/PP4 dated 10.07.2008, which clarified



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that the municipalities and corporations in Tamil Nadu cannot lease out vacant sites as lease. In view of the same, the learned Additional Advocate General pointed out that the lease period allotted to the petitioners herein are the last one and there will not be further extension. It was also pointed out that the proposed area is in the main traffic congestion road causing several accidents and overcrowding of heavy vehicles without parking area leading to several untoward incidents in the locality.

23.1. Though the learned Senior Counsel appearing for the writ petitioners placed before me certain stability certificates for the structural stability of the structures put up by the writ petitioners in the vacant sites leased out to them, I am at loss to understand how the Consultant Civil and Structural Engineer, namely, Engineer R.Ramesh Babu, B.E. -M.I.E., F.I.V., M.I.S.T.E., P.G.D. (V), issued structural stability certificates to tin sheet roofed godown buildings.

24. That apart, it is the admitted case of the writ petitioners themselves in Para no.5 of their affidavit that, it is only the vacant lands which were leased out to them. Having put up superstructures without the permission of the third respondent municipality, now the writ petitioners cannot claim right over the same and insist for compensation from the third respondent municipality, in case of demolishing the same. The categorical contention of the learned Senior Counsel appearing for the writ petitioners



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relying upon Rule 319 of the Tamil Nadu Urban Local Bodies Rule, 2023, that, even if the petitioners are considered as encroachers, they cannot be vacated by the third respondent municipality, except following the procedure mandated under Rule 319 of the Rules, 2023. Rule 319 of Tamil Nadu Urban Local Body Rules, 2023, is extracted as follows:-

“319. Occupation of a municipal land or building or of a land or building vested in the municipality without a licence or lease – If the occupation of a municipal land or building of a land or building vested in the municipality is without a licence or lease or continues beyond the period of the said licence or lease, the occupant shall be liable to be evicted under provisions of the Tamil Nadu Public Premises (Eviction of Unauthorised Occupants) Act, 1975 (Tamil Nadu Act, 1 of 1976).”

25.It is the admitted case of the third respondents that, during the stakeholders meeting which was held on 26.09.2024, at Vasantha Mahal, Theni, the third respondent municipality, has assured that these writ petitioners will be given priority in allotting shops after reconstruction. It is also brought to the notice that work order has already been issued to one P.Pandya Rajan, a municipal contractor, by work order dated 21.11.2024, after successfully completing tender process.

26.The learned Additional Advocate General drew my attention to the order passed by the third respondent municipality dated 25.11.2024, ensuring that all the writ petitioners would be given first priority in allotting



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shops, which are going to be constructed under the new project. As far as the submission made by the learned Senior Counsel appearing for the writ petitioners that the writ petitioners should not be evicted except as mandated under Rule 319 of the Tamil Nadu Urban Local Bodies Act, 1998, this Court is of the considered view that such a submission is unwarranted and will not be applicable to the facts and circumstances of the case in hand and considering the fact that the municipality has already given an opportunity of hearing on 26.09.2024 to the writ petitioners herein and even thereafter, their representations raising their objections have also been received by the third respondent municipality and the entire case of the third respondent as well as the petitioners having been submitted before this Court.

27.This Court is of the considered view that keeping in mind the assurance given by the third respondent municipality that the petitioner's case will be given first priority in allotting shops after reconstruction of new shops under the new project, reiterating that the leaseholders do not have any perpetual right over the vacant sites belonging to the third respondent municipality and that they cannot claim perpetual right over the leasehold property. I do not find any necessary to interfere with the impugned order.

28.Accordingly, the Writ Petition fails and the same is dismissed. There shall be no order as to costs. Consequently, connected miscellaneous



petitions are closed.

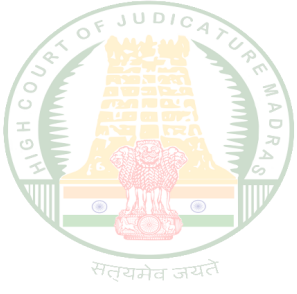
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28.04.2025

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



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L.VICTORIA GOWRI, J.

Mrn

To

- 1.The Director of Municipal Administration,
Directorate of Municipal Administration,
75, Urban Administrative Building,
Santhome High Road,
MRC Nagar, Raja Annamalaipuram,
Chennai – 600028.
- 2.The District Collector,
District Collectorate,
Theni District – 625531.
- 3.The Commissioner,
Theni Allinagaram Municipality,
Theni District – 625 531.

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28.04.2025