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W.P.Nos.12051 & 12052 of 2024

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 11-03-2026

CORAM

THE HON'BLE MR JUSTICE M.DHANDAPANI

WP Nos. 12051 & 12052 of 2024

1.M.K.Jalaludeen

S/o Abdul Khadar No 18th Main Road, Pattur

Mangadu Kancheepuram District 600 122

..Petitioner in W.P.

No.12051 of 2024

2.M.I.Mubarak Ali,

S/o.Late A.M.Mohameed Ismail,

No.38/36, North Street, Pattu, Mangadu,

Chennai – 600122.

..Petitioner in W.P.

No.12052 of 2024

Vs

1. The Chief Executive Officer

The Tamilnadu Waqf Board, No 1 Jaffersyrang

Street George Town, Chennai 600 001

2. The Office Bearers

Jamia Big Pallivasal Waqf Pattur Mosqu Colony

Kancheepuram District 600 122

3. The Superintendent Of Waqf

Poonamallee Zone Poonamallee Big Pallivasal

Kancheepuram District 600 056

..Respondent(s) in both
petitions

PRAYER: To call for the records of the 1st respondent herein in pursuant to the impugned order dated 27.03.2024 in proc R.C. No 1122/ 07 / B4 / kpm and quash the same and consequently direct the respondents to handover the petitioners shops situated in Arunachalam Main Road Mangadu to carry the petitioners business.

For Petitioner(s): Mr.N.Subramanian for Mr.T.Nixon.



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For Respondent(s): M/s. Mohammed Fayaz Ali

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ORDER

These writ petitions have been filed to call for the records of the 1st respondent herein in pursuant to the impugned order dated 27.03.2024 in proc R.C. No 1122/ 07 / B4 / kpm and quash the same and consequently direct the respondents to handover the petitioners shops situated in Arunachalam Main Road Mangadu to carry the petitioners business.

2.The facts of the case in brief are that the petitioner in W.P.No.12051 of 2024 is running two shops and the petitioner in W.P.No.12052 of 2024 is running four shops in the property belonging to Jamia Masjith Pattu under the oral license of second respondent, Jamia Big Pallivasal Waqf for the past several years and are carrying out the business. Initially, the lease agreement was in the name of one Abdul Khani who is the father in law of the petitioner in W.P.No.12051 of 2024 and thereafter, transferred to the petitioner and in W.P.No.12052 of 2024, the lease agreement was in the name of one AL.Imithias S/o.Abdul Lathif and thereafter, transferred to the petitioner and they were doing their business regularly by paying rent without any default. Thereafter, the second respondent constructed a new building since the building was damaged and stated that they will reconstruct the

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building in a stipulated time and will handover the allotted shops to the existing lessees. However, the second respondent refused to hand over the petitioners' shops and subleased to a third party stating that there was no valid lease agreement. Aggrieved by the said proceedings, these writ petitions have been filed.

3. The learned counsel for the petitioners would submit that the petitioners are in occupation of the shops for several years and were doing business regularly and since the property has been subsequently damaged, the entire property was demolished and reconstruction was carried out and thereafter, the property have not been allotted to the petitioners. It is submitted that the respondents 2 and 3 have never executed any written lease agreement till 2022 and the petitioners and others run the shops by oral lease agreement. However, the first respondent, without taking note of the said facts, have passed the impugned order stating that the petitioners are encroachers, since the lease period was over under Section 24(2) of the Act and thus sought for allowing these petitions.

4. On the other hand, learned counsel for the respondents submit that as per Rule 24(2) Waqf Properties Lease Rules, 2014, after the expiration or termination of the lease, if the lessee continues to occupy the leased premises, it shall be treated



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as an encroachment and such encroachment shall be removed in accordance with the procedures specified in Section 54 of the Act and the petitioners claiming to allot the property in their favour without any valid lease agreement is impermissible one, since the property was subsequently auctioned in favour of successful bidder. Hence, it is submitted that no shop was available for allotment to the petitioners and thus sought for dismissal of these petitions.

5.Heard both sides and perused the materials available on record.

6.In view of the aforesaid facts and circumstances of the case, these writ petitions are dismissed with liberty to the petitioners to approach the respondents for allotment, if any future vacancy arose, after following due procedures contemplated under the Waqf Properties Lease Rules, 2014. No costs.

11-03-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

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M.DHANDAPANI, J.

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