



W.P.No.31379 of 2024

**IN THE HIGH COURT OF JUDICATURE AT MADRAS**

**DATED : 08.04.2026**

**CORAM**

**THE HONOURABLE MR.JUSTICE M.DHANDAPANI**

**W.P.No.31379 of 2024**

**And**

**W.M.P.No.13875 of 2026**

The Coimbatore District Textile Workers' Union,  
Rep. by its President  
T.S.Rajamani  
S/o.Subbarayan  
2212, Trichy Road,  
Singanallur,  
Coimbatore 641 005.

... Petitioner

**Vs.**

1.The Senior Regional Manager  
Hindustan Petroleum Corporation Limited  
18/3 HP House, Big Bazaar Street,  
Ukkadam,  
Coimbatore 641 001.

2.The Deputy General Manager,  
Retail General Manager,  
Coimbatore Region,  
18/3 HP House, Big Bazaar Street,  
Ukkadam,  
Coimbatore 641 001.

3.M/s.Sri Balakumaaran Agency  
Represented by its authorised  
Retail agent Mrs.Vimala  
W/o Sankar, Avinashi Main Road,  
Peelamedu,  
Coimbatore 641 004.

... Respondents



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**Prayer:**

Petition filed under Article 226 of the Constitution of India to issue a Writ of Mandamus directing the respondents to handover the vacant possession of the land and building comprised in G.S.No.280, Avinashi Road, Sowripalayam Village, Coimbatore Taluk, and District admeasuring 4648.125 sq. ft. or 10.292 cents pursuant to the execution of lease deed dated 20.02.2003 registered as Doc. No.367/2003 on the file of Sub-Registrar, Peelamedu and Deed of Indenture registered as Doc. No.1452 of 2003 on the file of Sub-Registrar, Peelamedu, Coimbatore.

For Petitioner : Mr.R.Bharath Kumar  
For Respondents : Mr.Mohd. Fayaz Ali for R1 and R2  
Mr.V.Suresh for R3  
for M/s.Shivakumar & Suresh

**ORDER**

The petitioner has filed this writ petition seeking issuance of Writ of Mandamus directing the respondents to handover the vacant possession of the land and building comprised in G.S.No.280, Avinashi Road, Sowripalayam Village, Coimbatore Taluk, and District admeasuring 4648.125 sq. ft. or 10.292 cents pursuant to the execution of lease deed dated 20.02.2003 registered as Doc. No.367/2003 on the file of Sub-Registrar, Peelamedu and Deed of Indenture registered as Doc. No.1452 of 2003 on the file of Sub-Registrar, Peelamedu, Coimbatore.



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2.The learned counsel appearing for the petitioner submitted that the petitioner Union bought the subject property in the year 1947.

The Union and one M/s.Pakshirajan Auto Services represented by M.Natarajan, N.Karthikeyan and V.Devika entered into lease deed for a period of 20 years commencing from 19.02.2003 to 18.02.2023 in respect of the subject property on 20.02.2003 registered as Doc. No.367 of 2003 on the file of SRO, Peelamedu, Coimbatore. Thereafter, the petitioner Union executed deed of indenture on 05.07.2003 to the first respondent and agreed to let the place to conduct the retail sales outlet of petrol bunk till 18.02.2023 from 05.07.2003 and at present the third respondent is holding the agency of the first respondent.

3.The learned counsel appearing for the petitioner further submitted that after completion of the lease period, the petitioner Union decided to use the subject property for their own purpose and hence sent prior notice to the first respondent to hand over vacant possession of the property on 12.10.2022, however, the second respondent sent reply on 26.10.2022 stating that the first respondent would expect to extend the lease agreement. Thereafter, the petitioner Union issued notice dated 23.01.2024 to the respondents



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noticing about the closure of the period of lease and requested the respondents to hand over vacant possession of the subject property, even then, the first respondent refuse to vacate the premises. Hence, this Court may, issue direction to the first respondent to hand over the vacant possession of the subject property, within a reasonable time frame. In support of his contentions, the learned counsel relied upon the decision of the Hon'ble Apex Court reported in **(2006) 1 SCC 228 (C.Albert Morris Vs. K.Chandrasekaran and others)**.

4.The learned counsel appearing for the respondents 1 and 2 submitted that there is dispute with regard to the subject property by the Ex. Branch Secretary of the petitioner Union in O.S.No.32 of 2018 on the file of Sub Court, Coimbatore and by the former Vice President of the petitioner Union in O.S.No.391 of 2023 on the file of the District Munsif Court, Coimbatore. When such suits with regard to the subject property are pending, the first respondent is not able to hand over the vacant possession of the subject property to the legally authorized person of the petitioner Union. The learned counsel further submitted that the first respondent made request for renewal of lease, however, no competent person is available in the Union for taking appropriate decision.



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5.The learned counsel appearing for the third respondent submitted that the third respondent have nothing to do with the deed of indenture entered between the petitioner and the first respondent and also have no role to play with regard to the issue between the petitioner and the first respondent.

6.Heard the arguments advanced on either side and perused the materials available on record.

7.Admittedly, the petitioner is the owner of the subject property. Initially, the property was leased in favour of M/s.Pakshirajan Auto Services represented by M.Natarajan, N.Karthikeyan and V.Devika from 05.07.2003 till 18.02.2023. It appears that the said M/s.Pakshirajan Auto Services entered into sub lease with the first respondent with the consent of the petitioner Union. After expiry of the lease period, the petitioner Union sent notice to the first respondent on 12.10.2022, however, the second respondent sent reply on 26.10.2022 stating that the first respondent would expect to extend the lease agreement. Thereafter, the



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petitioner Union issued notice dated 23.01.2024 to the respondents noticing about the closure of the period of lease and requested the respondents to hand over vacant possession of the subject property, however, the first respondent has not yet handed over the vacant possession of the subject property to the petitioner.

8. Similar issue has already been decided by the Hon'ble Apex Court in the decision reported in **(2006) 1 SCC 228 (C.Albert Morris Vs. K.Chandrasekaran and others)**, the relevant portion of which is extracted hereunder:

*"42.The argument of Mr. L.N. Rao, learned senior counsel appearing for the appellant that the words "right to site" appearing in Rule 153(1) of the Petroleum rules must be given liberal interpretation having regard to the public interest sub-served by the Petrol bunks which are essential for the smooth flow of goods and services as also for the movement of persons. Rule 153(1) (i) of the Petroleum Rules is "right to the site" for storing petroleum. It is not the right for storing petroleum on the site. That is so because that aspect is dealt with specifically in sub-clause (ii) of Rule 153(1) which refers to a no*



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*objection certificate, which the District authority or the State Government is required to give. No Objection Certificate which is granted under Rule 144 is the one given by the concerned authority stating that it has no objection for the storage of petroleum on the site after examining the site plan and other relevant factors. The words "right to the site" have, therefore, to be understood as referring to right to the site on which the petroleum is stored. A person can be said to have a right to something when it is possible to find a lawful origin for that right. A wrong cannot be a right of a person who trespasses on to another's land cannot be said to have a right to the land vis-a-vis the owner because he happens to be in possession of that land. Mere presence on the land by itself does not result in a right to the land. Such presence on the premises may ripen into a right by reason of possession having become adverse to the true owner by reason of the passage of time and possession being open uninterrupted, continuous and in one's own right.*

*43. In our opinion, any right which the dealer has over his site was the right which he had acquired in terms of the lease. When that*



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*lease expired and when the landlord declined to renew the same and also called upon the erstwhile tenant to surrender possession, the erstwhile lessee could no longer assert that he had any right to the site. His continued occupation of something which he had no right to occupy cannot be regarded as source of a right to the land of which he himself was not in lawful possession. As observed by this Court in the case of [M.C. Chockalingam & Ors. Vs. V. Manickavasagam & Ors.](#) (supra), litigious possession cannot be regarded as lawful possession. As rightly pointed out by the Division Bench of the High Court the right referred to in this Rule has necessarily to be regarded as right which is in accordance with law and the right to the site must be one which is capable of being regarded as lawful. We have already referred to [Bhawanji Lakhamshi & Ors. Vs. Himatlal Jamnadas Dani & Ors.](#) (supra) wherein this Court held that the act of holding over after the expiration of the term does not create a tenancy of any kind. A new tenancy is created only when the landlord assents to the continuance of the erstwhile tenant or the landlord agrees to accept rent for the continued possession of the land by the erstwhile tenant. The contention of Mr. L.N.*



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*Rao that the landlord's assent should be inferred from the conduct of the landlord who had filed the suit for ejectment, but did not pursue the same, has no force. This suit was withdrawn with liberty to file a fresh suit on the same cause of action, liberty which the Court has granted. The possession of this site by the erstwhile lessee does not ripen into a lawful possession merely because the landlord did not proceed with the suit for ejectment at that time, but reserved the right to bring such a suit at a later point of time. That cannot amount to an assent on his part to the continued occupation of the landlord under cover of a right asserted by the erstwhile lessee. The words "right to the site" in Rule 153(1) (i) must, therefore, in our opinion, be given their full meaning and the effect that unless the person seeking a licence is in a position to establish a right to the site, he would not be entitled to hold or have his licence renewed. We have already rejected the contention of Mr. L.N. Rao that the appellant-tenant is a statutory tenant for the reasons recorded earlier. The lease deed is very clear as to what was leased. The lease was of vacant land. That is evident from the recitals in the plaint, legal notice, lease deed etc. It is,*



*therefore, not in dispute that the lease of land is not covered by the statute, The Pondicherry Buildings (Lease and Rent Control) Act, 1969 in force extending protection to tenants."*

9.The decision cited supra makes it clear that when the lease expired and when the landlord declined to renew the same and also called upon the erstwhile tenant to surrender possession, the erstwhile lessee could no longer assert that he had any right to the site.

10.In the present case, the first respondent claim that suits with regard to the subject property are pending between the office bearers of the petitioner Union and hence, the first respondent is not able to hand over the vacant possession of the subject property to the legally authorized person of the petitioner Union. Perusal of records reveal that the suit in O.S.No.32 of 2018 has been filed seeking to declare the petitioner Union's registration renewal as null and void and the suit in O.S.No.391 of 2023 has been filed seeking to direct the petitioner Union to form NGR AS Public Charitable Trust under the Indian Trust Act. The said suits have nothing to do with the issue before this Court.



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11. In view of the above, this Court directs the first respondent to handover the vacant possession of the land and building comprised in G.S.No.280, Avinashi Road, Sowripalayam Village, Coimbatore Taluk, and District admeasuring 4648.125 sq. ft. or 10.292 cents to the petitioner, within a period of six months from the date of receipt of a copy of this order. Since the first respondent is occupying the subject property after expiry of the lease period, it amounts to encroachment and hence, the first respondent is directed to pay a sum of Rs.1,00,000/- (Rupees One Lakh Only) per month as compensation to the petitioner for the period of six months i.e., till vacating the subject property and the said amount shall be paid on or before 7<sup>th</sup> of every succeeding English Calendar Month.

12. The writ petition is allowed on the above terms. No costs. Consequently, the connected miscellaneous petition is closed.

**08.04.2026**

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

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To

- 1.The Senior Regional Manager  
Hindustan Petroleum Corporation Limited  
18/3 HP House, Big Bazaar Street,  
Ukkadam,  
Coimbatore 641 001.
- 2.The Deputy General Manager,  
Retail General Manager,  
Coimbatore Region,  
18/3 HP House, Big Bazaar Street,  
Ukkadam,  
Coimbatore 641 001.



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**M.DHANDAPANI,J.**  
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**And**  
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