

(1997) 07 MAD CK 0019

In the Madras High Court

Case No : W.A. No"s. 268 and 269 of 1995

District Collector and Another

APPELLANT

Vs

V. Pachamuthu and Another

RESPONDENT

Date of Decision : 29-07-1997

Acts Referred:

Citation : AIR 1998 Mad 202

Hon'ble Judges : R.R. Jain, J;Kanakaraj, J

Bench : Division Bench

Advocate : R. Thirugnanasambantham, Additional Government Pleader, for the Appellant; A.R. Sundaresan, for the Respondent

Judgement

Kanakaraj, J.—These appeals are directed against the order of the learned single Judge in W.P. Nos. 18098 and 18099 of 1993. Before

the learned single Judge, several questions were agitated regarding the type of stones that the respondents in each was permitted to quarry.

Equally, there was a question as to whether the period of lease should be extended from the date whom the respondents actually got possession of

the lands. It is not necessary for us to go into those questions because of the passage of times. The lease period was only from 1-1-1992 to 31-

12-1994. The lease was actually executed only on 14-7-1992. The reason for extension of the lease is based on the fact that the Government

interfered with the peaceful right of the respondents in conducting quarrying operations in accordance with the terms of the lease.

2. We are firmly of the opinion that the period of lease cannot be extended on the basis of any indefinite fact regarding the date of execution of the

document or the date of handing over possession of the property, unless the lease deed itself refers to such dates. If there is no other exception

referred to in the lease deed, the lease period should be restricted to the period mentioned in the document viz., 1-1-1992 to 31-12-1994. We are

told that this view is also expressed by another Division Bench of this Court in Paulraj v. District Collector, Kanyakumari District 1995 W.L.R.

545. Therefore, if the appellants/Government had in any way interfered with the rights of the respondent in the matter on conducting quarrying

operations, it is open to the respondents to file a civil suit for damages. As observed in the judgment of the Division Bench cited supra. If such a

suit is filed, it is always open to the Government to contend that they did not prevent the lessee and that they are not liable for payment. All the

places are open to the Government in such a suit.

3. Reserving this liberty, we allow the appeals partly and held that the period of lease cannot be extended and consequently both the appeals have

become infructuous because the lease period is over as per the document, on 31-12-1994 itself. However, there will be no order as to costs.