
(1979) 01 MAD CK 0051
In the Madras High Court

M.S.N. Pandia Nadar

APPELLANT

Vs

The Collector of Madurai and Another

RESPONDENT

Date of Decision : 17-01-1979

Acts Referred:

Constitution of India, 1950 — Article 226

Citation : (1979) 1 MLJ 396

Hon'ble Judges : T. Ramaprasada Rao, C.J

Bench : Division Bench

Judgement

T. Ramaprasada Rao, C.J.—This appeal is against the order of Ramanujam, J., in Writ Petition No. 13 of 1979 wherein the appellant-petitioner sought for the issue of a writ of certiorari to quash a notice dated 7th October, 1978 issued by the first respondent stating that the Government accepted the recommendation of the Additional Collector, Madurai and endorsed by the Board of Revenue that the land now under cultivation and in the possession of the appellant pursuant to an earlier G.O., R.O.C. No. 10415.1/G/75.J9, dated 4th June, 1975 as lessee thereof, for the purpose of cardamom cultivation, be transferred to the forest department in order to preserve the shola land and hill area atmosphere. This notice was challenged by the appellant on three grounds, firstly that the "Original lease covered by G.O.R.O.C. No. 104151/G/75.J9, dated 4th June, 1975, enabled him to remain in possession as lessee for the purpose of raising cardamom for a period of ten years and that he having not committed any default conceivable under the contract, the sudden order of remand without giving him an opportunity to explain himself is irregular, secondly that the Government acted mala fide in having singled out the appellant for resuming the land while the other lessees have not been disturbed for the said purpose, and thirdly, it is said, that cardamom being a foreign exchange earner, it was not in public interest for the Government to snap the lease prematurely and thus make a dent in, the national economy of the country.

2. As regards the first point, Ramanujam, J., referred to the conditions under the

contract and found that the respondents had the right to terminate the lease after giving three months' notice and it is not in dispute that such a notice was given to the appellant. In these circumstances, he would not agree with the appellant that there was a failure of the principles of natural justice; in that an adequate opportunity was given to the appellant to state his case advocating against resumption. As regards the complaint based on mala fides the learned Judge was of the view that there is not enough material on record to show that Government had singled out the appellant alone for the purpose of resuming the lands, for, he expressed that it is not possible at this stage to say that the Government may not take action against similar lessees in the locality. The third contention before us is a new one which was not apparently placed before the learned single Judge.

3. The same contentions are repeated before us. Natural justice has often been described as not being a principle which has to be tested by subjective standards but ought to be used with a certain amount of specificity and objectivity. In a contract like the one under consideration, when a right is reserved by the grantor to snap the lease during the tenure of the lease, then it cannot be said that the grantee had in him a vested right which he can claim until the period of expiry of the term of the lease granted under the original Government order. The very fact that the appellant was conscious of the terms of the contract whereby it could be snapped after giving him a three months' notice by the grantor presumes that it is a fallible right and not an infallible one for him to treat it as having been interfered with, if such a right is disrupted by an overt act on the part of the grantor as a result of an action expressly contemplated under the terms of the contract. It only remains for a Court of law exercising jurisdiction under Article 226 of the Constitution to see whether the grantor has acted within the framework of the grant and if such action has been taken and is provided for under the grant, then no question of the violation of the principles of natural justice would arise. Even so the principles of audi alteram partem would not arise for the simple reason that no question of hearing the lessee does arise in a case if such a contract contemplates the cessation of contractual rights by the grantors giving a three months' notice to the lessee and thus putting an end to the contract. So long as such a condition in a contract is valid and enforceable, violation of the principles of natural justice cannot be urged or put in the forefront for opposing such an act on the part of the grantor who severed the ties of contractual relationship as per provisions of the contract itself. We are unable, therefore, to accede to the first contention.

4. As regards the second contention based on mala fide, the only ground on which it is founded is that the petitioner's lands in the vicinity were acquired for a public purpose and that the petitioner opposed such an acquisition and on account of such opposition, the respondents have taken this drastic measure of terminating the contract of lease. Apart from the fact that this is a far-fetched contention, the appellant-petitioner has not established that he has been singled out for the purpose in question. As the learned single Judge says, it is not

possible at this stage to speculate whether the Government may not take action against similar lessees in the locality. Viewed in this perspective, this contention is a premature one. Apart from it mala fides have to be brought home to the person who is said to have perpetrated it. In public interest, certain lands of the appellant-petitioner were acquired for a public purpose, that being a different and separate subject altogether, totally unconnected with the determination of the lease in question. Excepting for making a link as between the two, which we have characterised as far-fetched, no other allegation of mala fides has been made" out or brought on record. The second contention therefore fails.

5. Thirdly it is said that cardamom being a foreign exchange earner, it would not be in public interest to annex lands capable of yielding a crop which could earn foreign exchange to a forest. The appellant forgets that improvement of forests and preservation of forests is also one of the essential public duties of a State and viewed in that light, if one aspect of public interest is borne in mind by the State, when the notice of termination of the lease is given, the citizen cannot complain. The best Judge to decide as to what would be in the interest of national economy is the State and not the Court. We are therefore unable to accede to the contention of the learned Counsel for the appellant that on the ground that there has been an interference with the raising of cardamom crop which is a foreign exchange earner, the order challenged ought to be interfered with cannot be countenanced.

6. All the three contentions therefore fail and the writ appeal is dismissed.