

(2003) 10 MAD CK 0154

In the Madras High Court

Case No : Writ Petition No. 4650 of 2003

R. Govindasamy

APPELLANT

Vs

The District Collector and The Assistant Director (Mines)

RESPONDENT

Date of Decision : 14-10-2003

Acts Referred:

Constitution of India, 1950 — Article 226

Citation : (2004) 1 CTC 139

Hon'ble Judges : P.D. Dinakaran, J

Bench : Single Bench

Advocate : K.S. Veluswamy, for C and K Law Firm, for the Appellant; P. Gunaraj, Spl. G.P., for the Respondent

Final Decision : Dismissed

Judgement

P.D. Dinakaran, J.—The petitioner, who was a successful bidder, was granted lease to quarry ordinary rough stones and jally in Survey No. 377/1, Gangapuram Village, Erode Taluk, of an extent of 2.00.0 hectares, by proceedings of the first respondent dated 26.12.1997, for a period of five years from 20.1.1998 to 19.1.2003, which admittedly expired. However, contending that he could not effectively operate the impugned quarry for a period of nine months from 15.10.2001 to 16.7.2002 due to heavy rainfall, the petitioner seeks a writ of Mandamus directing the respondents to extend the lease period/licence for quarrying ordinary rough stones and jally in Survey no.377/1, measuring 2.00.0 hectares situated at Gangapuram Village, Erode Taluk, by a period of nine months compensating the non quarrying period from 15.10.2001 to 16.7.2002.

2. Even though the learned counsel for the petitioner relies upon the ratio laid down in V. Karnal Durai Vs. The District Collector, Tuticorin and another, , GANESAN v. DISTRICT COLLECTOR, TIRUCHIRAPALLI reported in 2002 (6) SCC 475, and C.PONNUDURAI v. THE STATE OF TAMIL NADU REP. BY ITS SECRETARY TO GOVERNMENT, INDUSTRIAL DEPARTMENT, CHENNAI & ANOTHER (Order dated 11.4.2003 made in W.P.No.6346 of 2000), the said decisions are not

applicable to the facts and circumstances of the case, as what was laid down in the said decisions is that the period of lease will run from the date of execution of the lease, as stated in the amended rules. But in the instant case, the petitioner is not contending that the lease itself was executed belatedly. Therefore, the ratio laid down in the above cases is not applicable.

3. In yet another decision relied upon by the petitioner, viz. *BEG RAJ SINGH v. STATE OF U.P.* reported in 2003 (1) SCC 725 it is held that the Government is under an obligation to grant lease for three years in accordance with its own policy decision, where the petitioner was wrongly disallowed to operate the mining lease for the full lease period. Again, I am of the considered opinion that the ratio laid down in the above case also does not apply to the instant case, as it is not the case of the petitioner that he was disallowed by the respondent to operate the mining lease for the full period.

4. On the other hand, it is not in dispute that there is no specific provision under the lease agreement enabling the petitioner to seek extension of lease period to compensate the non operating period nor a duty is cast on the respondent either to consider the request of the petitioner to extend the lease period or to compensate the non operative period. In the absence of any such provision either in the lease agreement or under the Rules, it may not be proper for this Court to issue a writ of Mandamus as prayed for.

The writ petition fails and therefore, the same is dismissed. No costs. Consequently, WPMP No.5895 of 2003 is also dismissed.