

(1994) 10 MAD CK 0098
In the Madras High Court

S. Palaniyandi and Another	Vs	APPELLANT
The District Collector, Collector's Office and Another		RESPONDENT

Date of Decision : 05-10-1994

Acts Referred:

Tamil Nadu Minor Mineral Concession Rules, 1959 — Rule 8(1)(a)

Citation : (1994) 2 MLJ 573 : (1994) WritLR 719

Hon'ble Judges : Shivaraj Patil, J

Bench : Division Bench

Judgement

Shivaraj Patil, J.—Having regard to similar facts and common questions of law that arise for consideration in these writ petitions, they were

heard together and they are disposed of conveniently by this common order.

2. In short the facts leading to these writ petitions are: The first respondent called for application for grant of right to quarry in respect of certain

quarry under Rule 8(1)(a) of The Tamil Nadu Mineral Concession Rules, 1959, (for short "the Rules") in the District Gazette, Salem, the

petitioners being repatriates, entitled for preference in the right of quarry, applied, for the quarries in Survey No. 492 of an extent of 1.10.0

hectares at Kannamoochi Village, Mettur Taluk, Salem District, in Survey No. 6 to an extent of 5.00.0 hectares at Anaikattipalayam Village,

Rasipuram Taluk, Salem District respectively. The first respondent after following the rules and regulations, granted lease in favour of the

petitioners for the period from 14.7.1992 to 31.12.1994 and entered into lease agreement dated 14.7.1992 after making an inspection and after

satisfying the requirements. The petitioners were put in possession of the respective lands and they started quarrying. As per the terms and

conditions of lease agreement, they should be allowed to enjoy the quarrying to extract the minerals in the land and transport the same to any place

of business of their choice. While quarrying operations were carried on, the petitioners found the availability of rough stones in big sizes (in blocks).

Hence, they applied to the first respondent, seeking permission to quarry rough stones in blocks and remove the said blocks. The first respondent

did not reply to the applications made by the petitioners either rejecting or allowing to quarry the stones in blocks and to remove the same. In spite

of repeated requests, no permission was granted by the authorities. Under the circumstances, these writ petitions are filed for issue of writ of

mandamus, directing the respondents to forbear from interfering with petitioners right to quarry and remove the rough stones in blocks from the

respective survey numbers, in respect of which, lease agreements are executed, contending that in the terms and conditions of the lease agreement,

there is no prohibition to quarry rough stone in blocks. As per the terms and conditions of lease and in the absence of prohibition to quarry rough

stones in blocks, the petitioners cannot be prohibited from quarrying the rough stones in blocks and in removing or transporting the same.

According to the petitioners, in similar situation, the Division Bench of this Court in N. Ganapathy v. The Collector of Chingleput at Kanchipuram

W.A. No. 988 of 1988 had taken the view that the State Government having not chosen to impose certain conditions, the Collector had no

jurisdiction to either introduce or insist on such conditions. Similarly, in Genghadaran v. The Collector of North Arcot Ambedkar District at Vellore

and Anr. W.A. No. 690 of 1990, the Division Bench of this Court has held that no new conditions can be imposed apart from what had already

been imposed in lease agreement. It is further submitted that in W.M.P. No. 4977 of 1992 in W.P. No. 3542 of 1992 and in W.M.P. No. 10768

of 1992 in W.P. No. 7464 of 1992, this Court granted order of injunction and that the petitioners are similarly placed. It is the further case of the

petitioners that this Court in W.P. 14879 of 1992 has held that when there is no condition in the lease agreement, prohibiting the petitioner to

quarry rough stone in blocks, the respondents should not interfere with the petitioner's right to quarry, remove and transport the rough stone in

blocks. In the lease agreement of the petitioners there is no condition restricting the size of stone and as such the petitioners are entitled to quarry

rough stone in blocks and transport the same to the place of business of their choice, subject to their paying necessary seigniorage fee. On these

grounds, the petitioners have sought for the reliefs in these writ petitions. The petitioners sought for amendment of prayer in the writ petitions in

W.M.P. Nos. 17934 and 17935 of 1994. The said W.M.Ps. were allowed as the prayer made in the amendment applications were only

consequential and based on the facts already pleaded. Further the amendment applications were also not opposed.

3. The first respondent directed the grant of lease in favour of the petitioners on 18.5.1992, the lease deeds were executed by the first respondent

only on 14.7.1992, though the lease deed was executed on 14.7.1992, the same was not handed over to the petitioners for a long time; only after

the Division Bench of this Court in a batch of writ appeals in Durairaj and Ors. v. The District Collector, Salem W.A. Nos. 78 to 82 of 1993

disposed on 11.3.1993, directed the first respondent to hand over the lease agreement executed on 14.7.1992 for registration. The lease

agreement in respect of the petitioner in W.P. No. 18098 of 1993 was registered only on 3.2.1993 and the petitioner took possession of the

quarry on the same date. In W.P. No. 18099 of 1993, the lease agreement was handed over to the petitioner on 30.4.1993 and the document was

registered only on 27.8.1993. In the proceedings dated 30.4.1992, it is clearly stated that the delay was caused due to administrative reasons. The

petitioners, on the basis of judgment of this Court contend that they should be allowed to quarry for full duration reckoning the period commencing

from the date of registration of lease deed and taking over the possession irrespective of the dates mentioned in the lease agreement. In view of this

position as already stated above, the petitioners, have sought for amendment in the prayers that the respondents in W.P. No. 18098 of 1993

should be restrained from interfering with the petitioner's right to quarry and remove the rough stone in blocks upto 3.2.1996 and they should be

restrained from interfering with the petitioner's right to quarry and remove the rough stones in block in W.P. No. 18099 of 1993 upto 28.6.1996.

4. The respondents have filed counter-affidavits these writ petitions stating counter affidavits in these writ petitions stating that notification inviting

applications to quarry rough stones in various survey numbers in Salem District for a period of three years from 1.1.1992 to 31.12.1994 was

published in Salem District Gazette Extra-ordinary dated 31.3.1992 under Rule 8(1)(a) of the Rules; the petitioners, repatriates from Srilanka

applied seeking lease to quarry in respect of the respective quarries. They were granted leases and Lease deeds were executed on 14.7.1992. At

that stage, Tamil Nadu Minerals Limited (TAMIN), Madras sent Telex requesting the District Collector to refer to TAMIN the area that are

notified in District Gazette auctioning rough stones so that valuable export worthy blocks are not wasted by the grant of lease in respect of rough

stones. Under the circumstances, lease agreements were not handed over to the petitioners for registration. However, after disposal of Writ

Appeal Nos. 78 to 82 of 1993, directing the Collector to get lease deeds registered within four weeks and pursuant to the request of the

petitioners and in the light of the orders passed in the above mentioned writ appeals, lease agreements were handed over for registration. It is the

specific contention of the respondents that the leases were granted to the petitioners only for excavating the rough stones under Rule 8(1)(a) of the

Rules and the petitioners are not entitled to quarry stone blocks in big size. As such the request of the petitioners to permit them to quarry stones in

blocks of big size was not considered. The Gazette Notification published in the Gazette, inviting applications dated 13.3.1992 was under Rule

8(1)(a) in respect of quarrying rough stones. It is admitted that the lease agreement was handed over to the petitioner in W.P. 1809 of 1993 for

registration only on 30.4.1993 after the disposal of and having regard to order passed in W.A. Nos. 78 to 82 of 1993. Similarly the lease deed in

the case of petitioner in W.P. No. 18098 of 1993 was handed over to him on 4.1.1993 and the same was registered on 3.2.1993. It is the further

case of the respondents that as per the terms of lease the petitioners are entitled to quarry only rough stones, as can be seen from the clauses of the

lease deed, as they speak of only rough stones and not rough stone blocks. According to the respondents, "rough stone" does not mean "rough

stone in block". Further, according to the respondents, Rule 8(1)(a) of the Rules, does not provide for granting permission for quarrying rough

stone blocks of bigger size, and that quarrying lease granted to the petitioners should be understood and confined to rough stone and jelly and not

for producing blocks in bigger size, which are used for ornamental and decorative purpose and of export worth in nature.

5. Shri A.R.L. Sundareshan, the learned Counsel for the petitioners urged that the notification inviting applications for quarry, published in the gazette dated 13.3.1992 specifically states about rough stones and the lease deeds in various clauses also speak of rough stones. The order of confirmation by the first respondent made on 18.5.1992 relates to the confirmation of lease for quarrying rough stones. Having regard to language of Rule 8(1)(a) read with the notification terms of lease deed and the order of confirmation of the first respondent there is no warrant to confine quarrying activities only to rough stones and jelly. Further there is no basis to exclude quarrying of stones in big blocks. For no fault of the petitioners, the duration, or the period of lease should not be curtailed, inasmuch as there was delay in handing over the lease agreements for registration and in the handing over possession of the lands to the petitioners by the respondent. According to the learned Counsel, the petitioners are entitled for quarrying for full period of three years having regard to the delay caused by the respondents in handing over the agreements for registration and in handing over the possession of the land; notwithstanding the period mentioned in the lease agreement is otherwise.

6. Mr. V.R. Rajasekaran, the learned Government Advocate representing the respondents urged that the respondents are right in not granting permission to the petitioners to quarry stones in big blocks having regard to the language of Rule 8(1)(a), terms of lease deed and notification inviting applications. The petitioners are not entitled to quarry stones in big blocks. The petitioners are entitled only to quarry rough stones and jelly. According to him, the expression "rough stones" does not include "stones in big blocks".

7. Both the learned Counsel have placed reliance on ten decisions in support of their contentions and their point of view. I will refer to and consider them hereinafter.

8. In the light of the submissions of the learned Counsel for the parties the following two questions arise for consideration:

(i) Whether the petitioners are entitled to quarry remove and transport the stone blocks in big sizes having regard to the contention that "rough stone" does not include "stones in big blocks"? and

(ii) Whether the petitioners are entitled to quarry for a full actual duration of

three years from the date of registration of lease agreement notwithstanding the period mentioned in the respective lease agreements.

9. I have given my careful consideration to the questions raised in the light of the arguments advanced by the learned Counsel for the parties and material that is placed on record.

10. The following facts are not in dispute. The respondents called for applications for the grant of right to quarry in respect of certain quarries

under Rule 8(1)(a) of the Tamil Nadu Minor Mineral Concession Rules, 1959; the petitioners, being Srilanka repatriates were entitled for

preferential treatment. A notice Rc. No. 3885/91-Mines-B, dated 10.3.1992 issued by the first respondent was published in Salem District

Gazette, Special Publication, dated 13.3.1992 inviting applications for taking stone quarries under Rule 8(1)(a) of the Rules for the period from

1.1.1992 to 31.12.1992 in respect of various areas including the quarries in the two lands in question; the first respondent after following the

procedures and Rules granted lease in favour of the petitioners for the period from 14.7.1992 to 31.12.1994 and entered into a lease agreement,

dated 14.7.1992 on the basis of the spot inspection and after satisfying the requirements; in the lease deeds also in Clauses 2(1), 3, 6(10), 8(2) and

10(3), a specific reference is made to rough stones, there is no prohibition in the lease deeds to quarry rough stones in big size or blocks. The lease

deeds were actually registered on 3.2.1993 and 27.8.1993 respectively. Delay in registering the lease deeds was not on account of the petitioners

but due to administrative reasons on the part of the respondents.

11. Let me now consider the rival arguments of the learned Counsel for the parties proceeding on the basis of these admitted facts. The notice

inviting applications for the grant of lease for quarrying rough stones was issued by the first respondent under Rule 8(1)(a) of the Rules, considering

roughs tone as minor mineral. It is not a minor mineral covered under Rules 8-A and 8-C. of the Rules, even according to the respondents. Rules

8-A and 8-C of the Rules deal with lease of quarries to private persons or State Government, Company or Corporation owned or controlled by

the State Government in respect of black, red, pink, and gray (green)(white) or other coloured or multi coloured granites or any other rock suitable

for use as ornamental and decorative tones. Since the notice in the instant case

was not issued under Rule 8-A or 8-C of the Rules and it was issued under Rule 8(1)(a) of the Rules, specifying the quarry in respect of rough stones, it is to be accepted that the lease granted for quarrying rough stones is under Rule 8(1)(a) of the Rules. It is not the case of the respondents that the petitioners are quarrying or seeking to quarry granites or any rock suitable for use as ornamental and decorative stones falling under Rules 8-A and 8-C of the Rules. Their contention is that the petitioners cannot quarry rough stones in big size or blocks. It is contended that under Rule 8(1)(a) of the Rules, the lease granted to quarry rough stone should be understood and construed to quarry only for the purpose of "jelly" and not producing blocks in bigger size which are used for ornamental and decorative purpose. I am unable to accept this contention advanced on behalf of the respondents that the rough stones referred to in the notification issued under Rule 8(1)(a) of the Rules or in the lease deeds as confined to quarrying for purpose of jelly or rough stones in smaller size alone for the following reasons:

- (i) Either the notification or lease deeds do not specify or confine quarrying of rough stones for purposes of "jelly" or only to stones of small sizes;
- (ii) There is no prohibition as can be seen from the notification or terms of the lease deeds for quarrying rough stones in big size or blocks;
- (iii) The notification was admittedly issued Rule 8(1)(a) of the Rules for granting lease to quarry rough stones and it was not the one issued under

Rule 8-A or 8-C of the Rules:

- (iv) The word "rough stone" is not defined either under the Act or under the Rules:

In the absence of any definition or explanation or specification either in the Rules or in the notification or in the lease deeds, the word "rough stone"

must be understood in the common parlance. If that be so, "rough stone" cannot be related to any size and it cannot be confined to rough stones of

small size only. There is no reason why "rough stones" of bigger size or blocks should be excluded from "rough stones". A rough stone does not

cease to be so depending on size. It was open to the respondents to restrict quarrying of rough stones in small size for "gundukal" or "jallikal" and

also to prohibit producing of rough stones in big blocks or sizes as was done in few other cases expressly. (See Order in W. A. No. 114 of 1993,

dated 29.10.1993).

12. The notice inviting applications for the grant of lease was gazetted on 13.3.1992 for taking stone quarries on lease for the period commencing

from 1.1.1992 to 31.12.1994. The lease agreements were made on 14.7.1992. But for no fault of the petitioners there was delay on the part of

the respondents in handing over the lease deeds to the petitioners for registration. In the case of the petitioner in Writ Petition No. 18098 of 1993,

the lease deed was handed over to him on 4.1.1993 and it was registered on 3.2.1993. In the case of the petitioner in Writ Petition No. 18099 of

1993, the lease agreement was handed over to the petitioner only on 30.4.1993 and it was registered only on 27.8.1993. The explanation for the

delay in handing over the documents to the petitioners for registration is that after the lease deeds were executed, Tamil Nadu Minerals Limited

(TAMIN) intervened stating that the petitioners were not entitled to quarry rough stones in big blocks under Rule 8(1)(a) of the Rules. After the

disposal of the Writ Appeal Nos. 78 to 82 of 1993 in similar cases on 11.3.1993, the respondents handed over the lease deeds for registration.

Thus, it is clear that the delay was on the part of the first and second respondents and the petitioners were not at fault in registering the lease deeds

late.

13. Let me now refer to the decisions cited by the learned Counsel for the parties in support of their respective contentions. Writ Appeal Nos. 78

to 82 of 1993 disposed of on 11.3.1993 were directed against the common order passed by learned single Judge disposing of the Writ Petition

Nos. 13457 to 13461 of 1992. The writ petitioners had sought for the issuance of a writ of mandamus, directing the respondent, the District

Collector, Salem in those writ petitions, to get the lease deeds registered. It is pertinent to mention here that the petitioners in those writ petitions

were also the persons who had applied for the grant of quarry lease of rough stones in response to the very notification dated 13.3.1992 pursuant

to which alone the petitioners in the instant cases also had applied for the grant of lease for quarrying rough stones. The facts in those writ petitions

are identical to the facts in the writ petitions on hand. Learned single Judge held that earlier the respondents, at the request of the Assistant

Geologist (Mines) and the Special Deputy Tahsildar (Mines) felt that the areas in

question could be leased out to the appellants for rough stone quarrying; However, subsequently the Deputy Director of Geology certified about the availability of valuable minerals in the areas leased out to the petitioners and in view of the certificate issued by the Deputy Director of Geology, the action earlier initiated by the respondents under Rule 8(1) of the Rules was inappropriate and that the writ petitioners could not take advantage of the mistake which crept in, in the grant of lease in their favour.

On a detailed examination of the facts and records, the Division Bench of this Court in the abovementioned Writ Appeal Nos. 78 to 82 of 1993 found that the leases granted to the petitioners/appellants in regard to the rough stone under Rule 8(1) of the Rules was in order and that there was no material to show that the lands in question had good coloured granite of export worthy nature. In that view rejecting all the contentions of the respondents in the writ appeals the Division Bench of this Court allowed the said writ appeals and set aside the common order passed by the learned single Judge passed in the writ petitions and directed for the registration of the lease deeds executed on 14.7.1992 within four weeks. In the case of the petitions on hand, similar lease deeds were executed on the same day, i.e. on 14.7.1992, pursuant to the same notice issued under Rule 8(1)(a) of the Rules, by the same respondent, which was gazetted on 13.3.1992. As stated by the respondents themselves, the lease deeds were handed over to the petitioners for registration, after disposal of the said writ appeals. The judgment of the Division Bench in the aforementioned writ appeals, in my view supports the case of the petitioners.

14. In Writ Appeal Nos. 961 to 965 of 1992, the question that arose for consideration was whether the period of three years of lease should be taken as mentioned in the lease agreement or the period of three years should be counted from the date of handing over of possession of the lands for quarrying. The facts leading to those writ appeals were the lessees filed writ petitions not to disturb their possession or quarrying operations till they complete the period of three years from the date of handing over possession. The learned single Judge in those writ petition directed the respondents to dispose of the applications filed by the writ petitioners for grant of renewal of their respective lease within a period of eight weeks and till such time the respondents should not dispossess the petitioners from the

quarries by way of lease in favour of third parties. Not being satisfied with the order of the learned single Judge, the writ appeals were filed. The Division Bench of this Court while partly allowing the said Writ Appeals has directed that the petitioners should be permitted to quarry for the full period of three years from the date of handing over possession of the site. Before the Division Bench, learned Counsel for the petitioners cited a decision of the Supreme Court in *Kumari Shrilekha Vidyarthi and Others Vs. State of U.P. and Others*, , for the proposition that the respondents should not rely upon the execution of the lease deed, alone having regard to the fact that the lessor was in the commanding position. The Division Bench of this Court in paragraphs 5 and 6 of the Judgment in the said writ appeals has held thus:

5. At the time of hearing of the appeals, learned Counsel for the appellants brought to our notice the judgment made in *Pallava Granite Industries v.*

The Collector of South Arcot District at Cuddalore and Ors. W.P. No. 1529 of 1984 dated 22.3.1984. This judgment is relied upon by the

learned Counsel for the appellants for the proposition that in a similar case learned Judge (Ratnavel Pandian, J. as he then was), has issued a writ

of mandamus forbearing the respondents from interfering with the right of the petitioner to quarry black granite in Survey No. 417, till 22.4.1984

i.e. till the full period of ten year from the actual date on which the writ petitioner was not put into possession of the property.

6. Learned Government Advocate appearing for the respondents is unable to point out any other judgment contrary to the proposition laid in the

above said decision. Even otherwise, the lease period will take into effect not from the date of leases but only from the date of delivery of

possession in the respective writ petitioners who are the lessees in all these cases. The respondents cannot take advantage of the fact that the lease

deeds were executed on a particular date and that it would come into force only from the deed. The lease would come into force only from the

date on which delivery of possession of land is given to the lessees. Having delivered possession only on subsequent date, the respondents cannot

take advantage of the date on which the lease was executed and state that the lease would come into force only from the date on which the lease

deed was executed by the respective lessees. In the circumstances, we hold that

the lease deed would come into force at only from the date on which delivery of possession of the property was given. Therefore, we retain the order of the learned single Judge viz., the renewal applications also should be considered and disposal of as directed by the learned single Judge. We are not interfering with that portion of the order. But at the same time, we issue a writ of mandamus as prayed for by the respective writ petitioner that they should not be disturbed till the full period of three years from the date of handing over of possession is over. The petitioner in each writ petition should be permitted to quarry for the full period of three years from the date of handing over possession of site even if the lease period of three years is already over as per the terms of the lease deeds.

From this Judgment, it is clear that the lease would come into force from the date on which the delivery of possession of the property was given. In those cases, directions were given to permit all the writ petitioners to quarry for the full period of three years from the date of handing over possession of the site even though the lease period of three years was already over as per the terms of the lease deeds.

15. The judgment dated 9.4.1991 made in Writ Appeal No. 429 of 1991 was relied upon by learned Government Advocate to contend

otherwise. That was a case in which a writ of certiorarified mandamus was sought to quash the order dated 22.6.1989 and Clause (4) of the lease deed relating to the period of expiry of the lease and to direct the second respondent to grant quarry lease for a complete period of three years

commencing from 19.7.1990 to 18.7.1993. The said writ appeal was disposed of at the stage of admission. The appellant/writ petitioner filed Writ

Petition No. 1835 of 1991 invoking the doctrine of promissory estoppel, which was dismissed by learned single Judge. The writ

petitioner/appellant had participated in auction for stone quarry. The auction period was for a period of three years from 1.7.1988 to 30.6.1991.

After giving a security deposit on 17.11.1989, the agreement was executed between the parties on 19.7.1990. Clause (4) of the said agreement

provided that the premises shall be held by the lessee for the term of period from 19.7.1990 to 30.6.1991. The writ petitioner alleged that he relied

upon some representations and assurance given by the authorities and invested

huge sums and thereby changed his position. As such he sought leave for a period of three years from 1990 till the end of 1993. Considering these facts, learned single Judge dismissed the Writ Petition No. 1835 of 1991. The same argument was repeated before the Division Bench of this Court in the writ appeal. The Division Bench of this Court took the view that there was not even the minimal factual foundation laid down in the writ petition for invoking the doctrine of promissory estoppel. In those circumstances it was held that the writ petitioner/appellant was bound the document executed stating that the so called representation cannot be preferred to the written agreement executed between the parties and that the agreement cannot be re-written to substitute Clause (4) through writ proceedings. In that view, the said writ appeal was dismissed at the stage of admission. The said judgment of the Division Bench does not advance the case of the respondents.

That writ appeal was dismissed at the stage of admission, wherein the question whether the period of quarry lease should be taken as commencing from the date of period mentioned in the lease deed or from the date of handing over possession of the land did not arise for consideration specifically and directly. That was the case where in the writ petitioner's claim was based on the principles of promissory estoppel. The judgment of the Division Bench dated 23.3.1993 made in Writ Appeal Nos. 961 to 965 of 1992 is directly on the point, having considered the rival contentions of both the parties on the specific question as to the period of commencing of the lease i.e. whether it is from the date as mentioned in the lease deed or from the date of handing over possession of the property. The Order in Writ Appeal No. 1114 of 1993, delivered on 29.10.1993 was the another judgment cited by the learned Government Advocate. Briefly stated the facts leading to the said judgment were: Writ Petition No. 14879 of 1992 was filed seeking a writ of mandamus forbearing the respondents from interfering with the petitioner's right to quarry and remove the roughs tone in blocks. Learned single Judge of this Court allowed the said writ petition and issued the writ as sought for. The respondents in the writ petition filed the said writ appeal. The point that arose for consideration in the said writ appeal was whether in-the light of the terms and conditions contained in the Gazette Notification, dated 16.6.1989,

the order of the Collector, dated 3.8.1992 and the terms of the lease deed, the learned single Judge, was justified in issuing the writ of mandamus. The notification, dated 16.6.1989 was issued by the Collector in respect of several lands, but the writ petitioner concerned in respect of two lands; one Sankar Ansari's bid offer was accepted; the lease deed was accordingly executed in his favour for a period of five years. However he did not operate the quarry for the entire period for which the lease was granted. Therefore a fresh auction was conducted on 10.7.1992 for the remaining period of two years. The writ petitioner became the highest bidder. Consequently, his bid was accepted on 3.8.1992. A lease deed was also executed. In the notification, dated 16.6.1989 it was specifically stated that on the strength of the auction order, multi coloured granite stones and blocks should not be quarried. Even in the proceedings of the Collector, it is stated that on the strength of the order multi coloured granite stone bits for polishing business should not be quarried. Stones more than 30 cubic centimetre in size should not be cut and removed. Further in the lease deed, there were several conditions. Condition No. 3 says that the lease granted is only for quarrying rough stones for construction purposes and not for quarrying of blocks or granites either for local sales or for export purposes. Condition No. 4 states that the quarrying operations should be stopped on the afternoon of 30.6.1994. Again in condition No. 10, it is specifically stated that the lessee should not take blocks of more than 30 cubic centimetre size. Thus, there was prohibition for quarrying multi coloured stones and also the stones of more than 30 cubic centimetre in size. Further from the condition stated in the Gazette in that case, it is clear that the lease was only for removing "jallikal" and "gundukal". "Gundukal" means only small piece of stones used in construction for filling up the gaps between two stones. It is on the facts of that case, the Division Bench allowed the said writ appeal and set aside the order dated 20.7.1993 passed in Writ Petition No. 14879 of 1992 and dismissed the writ petition holding that having regard to the Gazette notification, proceedings of the Collector and the terms of the lease deed, it was clear that the writ petitioner could not quarry multi coloured stones and also the stone blocks of more than 30 cubic centimetre in size, and that the parties were bound by the terms of the lease.

16. In this view, I do not think that the said judgment of the Division Bench supports the case of the respondents in any way. On the other hand, if

the Judgment is carefully read, there is an indication that the parties are bound by the terms of the lease. In the instant case, the terms of the lease

are clear that the petitioners are entitled to quarry rough stones and there is no prohibition to quarry rough stones in big size or blocks, as in the

case of Writ Appeal No. 1114 of 1993. The order, dated 6.6.1991 passed in Writ Petition No. 15650 of 1990 also supports the case of the writ

petitioners as can be seen from paragraph 6 of the said Order which reads thus:

6. Considering the arguments of Mr. Govindarajan, learned Counsel for the petitioner and the learned Counsel for the State, I am not able to agree

with the contention of the learned Counsel for the State that the wording of the lease agreement has to be restricted to the extent he wants it to be

restricted. A reading of the lease agreement clearly shows that the petitioner has been granted a lease for quarrying blue metal rough stones and

nowhere it is confined to non blue metal rough stones. So long as the lease agreements entered into by the petitioner with the State is in force, the

petitioner has a right to quarry and to remove the minerals in accordance with the agreement and the relief prayed for by the petitioner has to be

granted. In fact, the contention of learned Counsel appearing for the State is something, a new condition in the lease agreement, which cannot be

permitted in view of the Judgment of the Division Bench relied on by learned Counsel for the petitioner. In view of that the writ petition stand

allowed. The respondents shall not interfere with the petitioner's right to quarry, stones from the quarry especially blue metal rough stones, as

stated in the lease agreement. There will be no order as to costs.

The orders in Writ Appeal Nos. 988 of 1988 and 690 of 1990 disposed of on 3.4.1989 and 6.8.1991 state that in the absence of conditions in

the Rules or lease agreements, it is not open to the Collector to impose additional or fresh conditions.

17. On facts of these writ petitions on hand and in view of the law laid down by this Court in the various decisions aforementioned I hold and

conclude that:

(i) That the petitioners are entitled to quarry, remove and transport rough stones in big sizes or blocks also including in big blocks and size in

accordance with law on the basis of the leases granted to them;

(ii) The petitioners are entitled to quarry for the full actual duration of lease from the date of registration of the lease agreements, notwithstanding

the period mentioned in the lease agreements.

As can be gathered from the counter affidavits filed in both these writ petitions, the lease agreement was given to the petitioner in W.P. No. 18098

of 1993 on 4.1.1993 and it was registered on 3.2.1993 as Document No. 143 of 1993 by the District Registrar, Salem. The lease agreement in

the case of the petitioner in W.P. No. 18099 of 1993 was handed over to the petitioner on 30.4.1993 and it was registered on 27.8.1993. The

lease agreements, in both these cases were executed on 14.7.1992 for the period from 14.7.1992 to 31.12.1994 i.e. for an actual period of 2

years, 5 months and 17 days. The petitioners were entitled to commence quarrying operations from the date of registration of the respective lease

deeds as can be seen from the terms of the leases themselves. In the case of the petitioner in W.P. No. 18098 of 1993 the petitioner, could

commence quarrying from 3.2.1993 and in the case of the petitioner in W.P. No. 18099 of 1993 the petitioner could commence from 27.8.1993.

Having regard to the abovementioned decisions and; in view of the discussions made, both the petitioners are entitled to quarry for an actual period

of 2 years, 5 months and 17 days from the respective dates of registration of the lease deeds. 18. In the result for the reasons stated above, I pass

the following order:

(i) The writ petitions are allowed:

(ii) The respondents are directed to forbear from interfering with the petitioner's right to forbear from interfering with the petitioners' right to

quarry and remove rough stones in blocks or in big size also from Survey No. 492, measuring an extent of 1.10.0 Hecs. situate at Kannamoochi

Village, Mettur Taluk, Salem District upto 20.7.1995 and from Survey No. 6 part measuring an extent of 5.00.0 Hecs at Anaikattipalayam Village,

Rasipuram Taluk, Salem District upto 14.2.1996 respectively in accordance with the terms and conditions of the lease deeds; and

(iii) No costs.