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Latha and Others Vs. the Mayor and Others

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Court : Chennai

Decided On : Nov-21-2012

Reported in : 2013(1)CWC202

Judge : V. Dhanapalan

Appeal No. : W.P. Nos.13742 to 13744 of 2012 & 14819 to 14821 of 2012

Appellant : Latha and Others

Respondent : The Mayor and Others

Advocate for Pet/Ap. : For the Petitioners: R. Margabandhu, Advocate. For the Respondents: R1 & R2, V.R. Kamalanathan for Ms. P. Shanthi, R3, N. Umapathi, Advocates.

Judgement :

(Prayer: W.P.Nos.13742 to 13744 of 2012: Writ Petitions filed under Article 226 of the Constitution of India praying for the issuance of writs of certiorari calling for the records of the 1st respondent notice dated 18.05.2012 regarding the Vellore City Corporation Council Proceeding to be held on 22.05.2012 and quash the same.

W.P.Nos.14819 to 14821 of 2012: Writ Petitions filed under Article 226 of the Constitution of India praying for the issuance of writs of certiorari calling for the file proceedings relating to the auction of Shop Nos.4, 6 and 5, respectively, conducted by the 2nd respondent on 15.05.2012 confirmed by the 1st respondent

in the Council Meeting held on 22.05.2012 from the file of the respondents 1 and 2 and quash the auction as null and void.)

Common Order:

1. As the issue involved in all the above Writ Petitions are one and the same, they are taken up together for disposal by a common order.

2. Facts leading to the filing of these Writ Petitions are enumerated thus:

2.1. The petitioner, viz., Latha in W.P.Nos.13742 and 14819 of 2012, is the elected President of Ganga @ Sri Durgai Amman Women's Self Help Group, which consists of 14 members. The said Group is approved by the Government. The Government recommended sanction of loan of Rs.5 lakhs through Virupatchipuram Indian Bank. With the said loan amount, the said Group is running a Hotel in Shop No.3. But, originally, the Commissioner of Panchayat Union, Kaniyambadi allotted Shop No.4 to them. The petitioner, Latha is running the Hotel on payment of rent of Rs.900/- per mensem to Virupatchipuram Panchayat Board and she has paid the rent upto October 2011. An ambiguity with regard to the payment of rent arose when Virupatchipuram Panchayat was incorporated in Vellore Municipal Corporation. The rent is due from November 2011 till April 2012. On 04.05.2012, at 8.30pm, without issuing any notice, the officials of the respondent had sealed the said shop, wherein provisions worth about Rs.5 lakhs are getting damaged.

2.2. The said petitioner filed W.P.No.13300 of 2012 against the 2nd respondent to refrain from auctioning the shop on 15.05.2012. The 2nd respondent entered appearance and prayed time for filing counter and time was granted to the 2nd respondent for filing counter. Even after taking time in court, inspite of objection, the respondent conducted auction of lease of the said shop No.4. The 3rd respondent had taken the said Shop on a monthly rent of Rs.4,500/- per month. The said auction is to be confirmed in the ordinary Council Meeting to be held on 22.05.2012 and for the said meeting, Agenda was circulated to the Councilors on 19.05.2012. As per Schedule I Rule 3(i) of Coimbatore City Municipal Corporation Act, atleast 6 clear days notice should be given before the date of meeting. The

notice was served on the Councillor on 19.05.2012 for the meeting to be held on 22.05.2012. As the said auction is likely to be approved in the Council meeting to be held on 22.05.2012, fearing that the passing of a Resolution, if any will be invalid, she filed a Writ Petition in W.P.No.13742 of 2012 seeking to quash the Notification of the 1st respondent dated 18.05.2012. However, as the 1st respondent had approved the auction in the Council Proceeding dated 22.05.2012 confirming the auction in favour of the 3rd respondent, the petitioner viz., Latha has filed another Writ Petition in W.P.No.14819 of 2012 calling for the file proceedings relating to the auction of Shop No.4 conducted by the 2nd respondent on 15.05.2012 confirmed by the 1st respondent in the Council Meeting held on 22.05.2012 from the file of respondents 1 and 2 and quash the same as null and void.

2.3. Similarly, the petitioner, viz., Chitra in W.P.Nos.13743 and 14820 of 2012, is the elected President of Sri Devi Karumariamman Women's Self Help Group, which consists of 17 members. The said Group is approved by the Government. The Government recommended sanction of loan of Rs.3 lakhs through Virupatchipuram Indian Bank. With the said loan amount, the said Group is running a Provision Store in Shop No.6. But, originally, the Commissioner of Panchayat Union, Kaniyambadi allotted Shop No.4 to them. The petitioner, Chitra is running the Provision Store on payment of rent of Rs.900/- per mensem to Virupatchipuram Panchayat Board and she has paid the rent upto October 2011. An ambiguity with regard to the payment of rent arose when Virupatchipuram Panchayat was incorporated in Vellore Municipal Corporation. The rent is due from November 2011 till April 2012. On 04.05.2012, at 8.30pm, without issuing any notice, the officials of the respondent had sealed the said shop, wherein provisions worth about Rs.3 lakhs were inside. The petitioner, Chitra filed W.P.No.13301 of 2012 against the 2nd respondent to refrain from auctioning the shop on 15.05.2012. The 2nd respondent entered appearance and prayed time for filing counter and time was granted to the 2nd respondent for filing counter. Even after taking time in court, inspite of objection, the respondent conducted auction of lease of the said shop No.6. The 3rd respondent had taken the said Shop on a monthly rent of Rs.4,500/- per month. The said auction is to be confirmed in the ordinary Council Meeting to be held on 22.05.2012 and for the said meeting,

Agenda was circulated to the Councilors on 19.05.2012. As the notice was served on the Councillor on 19.05.2012 for the meeting to be held on 22.05.2012 and as the said auction is likely to be approved in the Council meeting to be held on 22.05.2012, fearing that the passing of a Resolution, if any will be invalid, the petitioner-Chitra filed a Writ Petition in W.P.No.13743 of 2012 seeking to quash the Notification of the 1st respondent dated 18.05.2012. However, as the 1st respondent had approved the auction in the Council Proceeding dated 22.05.2012 confirming the auction in favour of the 3rd respondent, the petitioner viz., Chitra has filed another Writ Petition in W.P.No.14820 of 2012 calling for the file proceedings relating to the auction of Shop No.6 conducted by the 2nd respondent on 15.05.2012 confirmed by the 1st respondent in the Council Meeting held on 22.05.2012 from the file of respondents 1 and 2 and quash the same as null and void.

2.4. Likewise, the petitioner, viz., Malliga in W.P.Nos.13744 and 14821 of 2012, is the elected President of Sivasakthi Women's Self Help Group, which consists of 12 members. The said Group is approved by the Government. The Government recommended sanction of loan of Rs.4 lakhs through Virupatchipuram Indian Bank. With the said loan amount, the said Group is running a Computer Centre in Shop No.2. But, originally, the Commissioner of Panchayat Union, Kaniyambadi allotted Shop No.5 to them. The petitioner, Malliga is running the Computer Centre on payment of rent of Rs.900/- per mensem to Virupatchipuram Panchayat Board and she has paid the rent upto October 2011. An ambiguity with regard to the payment of rent arose when Virupatchipuram Panchayat was incorporated in Vellore Municipal Corporation. The rent is due from November 2011 till April 2012. On 04.05.2012, at 8.30pm, without issuing any notice, the officials of the respondent had sealed the said shop, wherein provisions worth about Rs.5 lakhs were inside. The petitioner, Chitra filed W.P.No.13302 of 2012 against the 2nd respondent to refrain from auctioning the shop on 15.05.2012. The 2nd respondent entered appearance and prayed time for filing counter and time was granted to the 2nd respondent for filing counter. Even after taking time in court, inspite of objection, the respondent conducted auction of lease of the said shop No.5. The 3rd respondent had taken the said Shop on a monthly rent of Rs.4,500/- per month. The said auction is to be confirmed in the ordinary Council Meeting to

be held on 22.05.2012 and for the said meeting, Agenda was circulated to the Councilors on 19.05.2012. As the notice was served on the Councillor on 19.05.2012 for the meeting to be held on 22.05.2012 and as the said auction is likely to be approved in the Council meeting to be held on 22.05.2012, fearing that the passing of a Resolution, if any will be invalid, the petitioner-Malliga filed a Writ Petition in W.P.No.13744 of 2012 seeking to quash the Notification of the 1st respondent dated 18.05.2012. However, as the 1st respondent had approved the auction in the Council Proceeding dated 22.05.2012 confirming the auction in favour of the 3rd respondent, the petitioner-Malliga has filed another Writ Petition in W.P.No.14821 of 2012 calling for the file proceedings relating to the auction of Shop No.5 conducted by the 2nd respondent on 15.05.2012 confirmed by the 1st respondent in the Council Meeting held on 22.05.2012 from the file of respondents 1 and 2 and quash the same as null and void.

3. The Commissioner, Vellore Municipal Corporation, Vellore has filed counter affidavit, wherein, it is stated as follows:

(i) Mrs.Latha, President of Ganga @ Sri Durgai Amman Women Self Help Group, Indira Nagar, Otteri, Virupatchipuram, Vellore Town & District, is working only for name sake and not working properly. The Village Panchayat President, by misusing his powers has allotted shops for his daughter or his partners, which amounts to favouritism. This Self Help Group is not running Hotel in Shop No.3 as claimed by the petitioner. Originally, the Commissioner of Panchayat Union, Kaniyambadi has allotted Shop No.5 to the said petitioner, but the President, Virupatchipuram Village Panchayat had allotted Shop No.3 to the said Self Help Group, in deviation of original allotment order. The said Group is running only for name sake and their Name Board was affixed before Shop No.5. Actually, the Group is not running any business at all in the premises.

(ii) Mrs.Chitra, President of Sri Devi Karumariamman Women Self Help Group, Indira Nagar, Otteri, Virupatchipuram, Vellore Town & District, is also working only for name sake and not working properly. The Village Panchayat President, by misusing his powers has allotted Shop for his daughter and she is running a Provision Store. The said Self Help Group is not running any business in Shop

No.6. Originally, the Commissioner of Panchayat Union, Kaniyambadi, has allotted Shop No.4 to the above Self Help Group, but the President, Virupatchipuram Village Panchayat had allotted Shop No.6 to the said Self Help Group in deviation of original order. This Group is also functioning only for name sake and their Name Board was affixed before Shop No.6. But, they are not running any business at all in the said premises.

(iii) Similarly, Sivasakthi Women Self Help Group, Perumal Koil Street, Virupatchipuram, Vellore Town & District is working only for name sake and not functioning properly. The Village Panchayat President, by misusing his powers has allotted shop to the thickest of his partners. There is no connection between the loan amount of Rs.4 lakhs and the running of the Shop No.5, as the said Shop was always kept locked.

(iv) The above said Self Help Groups are not functioning physically, i.e. they are not running Shop Nos.3, 4 and 5. They were always seen locked and there is no development in any business improving the status of the Self Help Groups. The Groups are running Shops only for name sake and for obtaining the required loan from the Nationalized Bank. Virupatchipuram Village Panchayat was merged with Vellore Municipal Corporation. These Self Help Groups should pay the rent to the Corporation with effect from 25.10.2011. They did not pay their rent arrears to the Corporation. In fact, the said Shops were prepared for sub-leasing to unauthorized persons for higher rent and heavy deposits, which is against law. As no business is carried out for development of the Women Self Help Groups and the name and address of the persons in-charge of the Shops could not be known to the officials of Vellore City Municipal Corporation, intimation notices were affixed on each shops on 04.05.2012 by informing about the arrears of rent to be paid. Necessary information for the closure of shops was also affixed on the doors of the shops. In order to fetch a regular source of income to the Corporation, the tender/auction notice was widely published in a leading Tamil Daily (Daily Thanthi) on 06.05.2012, fixing the date of tender-cum-auction on 15.05.2012. The Agreement made by the above Self Help Groups expired on 17.01.2011 for shop allotments. The petitioners did not pay the rent arrears to the Corporation till date.

(v) In the above circumstances, the petitioners filed Writ Petitions before this Court in W.P.Nos.13742 to 13744 of 2012 and when they were taken up for hearing on 24.05.2012, this Court questioned the counsel for the respondent as to why the Corporation Commissioner sealed the petitioner's shop, to which the counsel submitted that the lease period expired on 17.01.2011 and that the petitioners have not yet paid the minimum rent for the Shops, i.e. Rs.900/- per month after that date and hence, the Corporation floated tenders to overcome the financial crisis, thereby fetching income to the Corporation by way of leasing the above Shops.

(vi) Due to the said unlawful activity of the petitioners, the Corporation floated tenders on 15.05.2012 and has fixed Deposit amount for each shop as Rs.2,00,000/- with a minimum monthly rent as Rs.4,000/-. The Corporation is facing heavy financial crisis even to disburse salary to the staff in time and providing basic amenities to the public. That is why the Corporation has taken into consideration to float fresh tenders for the above said shops. For Shop No.5, the Corporation got two tenders and the highest bidder has quoted for Rs.4,650/- per month. The matter was placed before the Corporation Council in an urgent meeting held on 22.05.2012 and the Resolution was passed allotting Shop No.5 to Thiru J.Varadarajan, No.172/30, T.K.V.Nagar, Thottapalayam, Vellore. Similarly, other Shop Nos.4 and 6 were allotted to the new allottees on lease. The Corporation has given the Allotment Order vide Na.Ka.No.929/2012/A1, dated 22.05.2012 to the new allottees.

(vii) The Agreement between the parties expired on 17.01.2011 and the same was not renewed. The petitioners did not pay the rent from November 2011. As the petitioners are defaulters of rent, they have no right to restrain the new tender. Notice has been affixed on the doors of all shops, i.e. Shop Nos.1 to 6. Lease period for all the shops expired and thereafter, the Corporation has taken over possession of all the Shops. Then, to avoid loss of revenue, the Corporation has called for fresh tenders on 09.05.2012 through advertisement in the local Newspaper. In the Council meeting held on 22.05.2012, many matters have been discussed and finalized including the tender matter. Council has resolved and thereby, the tender had been confirmed to one Mr.Varadharajan. The highest bid

for Shop No.4 is Rs.6,100/-, for Shop No.5 is Rs.4,650/- and for Shop No.6 is Rs.4,500/-, which has been confirmed in an urgent meeting of the Council held on 22.05.2012. Confirmed orders have been given on 22.05.2012 following the Council approval. A sum of Rs.12 lakh towards the deposits and a sum of Rs.2,55,000/- towards the annual rent for the 6 shops will be a financial benefit to the Corporation.

(viii) On 24.05.2012, the matter came up for hearing and this Court passed interim orders giving two weeks' time to the petitioners to remove their materials from the Shops. The petitioners have given a letter to the Commissioner, Vellore Corporation to remove the materials from the Shops on 26.05.2012. The Commissioner has asked for police protection from the local police and the police has given protection on 30.05.2012, but the petitioner claimed to take away only the Diary, Passbook, Cheque Book, etc, but were not ready to take entire things from the Shops, being the belongings stored in the shops. Therefore, the Corporation did not give permission to take only Cheques and Passbook, instead of removing entire things. Meanwhile, the petitioners filed the present Writ Petitions.

(ix) The Corporation conducted ordinary meeting on 22.05.2012 at 10 a.m. and later on, it conducted an urgent meeting on the same day at 11.45 am. As per Schedule 1, Rules regarding the Proceedings of the Council and Committee and as per Section 33 of the Coimbatore Municipal Corporation Act, 1980, in case of any urgency, the Mayor may convene a meeting after giving to the Members a shorter notice than that specified in sub-rule (1). In such cases, notice of the day, hour of the meeting shall be published in such a manner, as the Mayor may deem most expedient.

4. Heard the learned counsel on either side and perused the materials available on record.

5. Mr.R.Margabandhu, learned counsel for the petitioners would contend that the 1st respondent has not issued any notice demanding the arrears and that when the petitioners approached the Commissioner to pay the rent amount, they were not permitted for the same due to the unstable situation of the Panchayat with

regard to its merger with the Corporation.

6. On the other hand, Mr.V.R.Kamalanathan, learned counsel appearing for respondents 1 and 2/Corporation would contend that the Self Help Groups are not functioning properly and there is no development in any business improving the status of the Groups. It is his strenuous contention that the petitioners were trying to sub-lease the Shops to some unauthorized persons for higher rent and heavy deposits, which is an unlawful one. Further, the Agreement for shop allotments expired on 17.01.2011 and they have not renewed the same. Learned counsel, to substantiate his case, has relied on a judgment of this Court reported in 2011 (1) CTC 584 in the case of P.N.Chinnasamy vs. The Assistant Director of Town Panchayat, Coimbatore District, Coimbatore. Relevant portion of the said judgment would read thus:

"15.The legal position in respect of matters of fixation of rent at which lands and buildings may reasonably be expected to be let from month to month or from year to year has to be considered by the concerned local body. The extension of lease to the petitioners cannot be against the interest of the Panchayat, since the rental income from the properties owned by the Panchayat is one of the sources of income to the Panchayat. For discharging its civic responsibilities, the respondent-Town Panchayat will have to augment its revenue only from proper property tax, toll and rent from its shopping complex. Therefore, the interest of the Panchayat cannot be jeopardized by permitting the petitioners to continue in possession of the premises in question at the enhanced rate of 15 per cent as claimed.

16. What is challenged in these Writ Petitions is only the Notifications for public auction. Law is well settled that the contracts by the State, its Corporations, instrumentalities and agencies must be normally granted through public auction by inviting tenders from eligible persons and it should be advertised after following the principle laid down in conducting public auction in order to promote healthy competition among the tenderers, to provide for fair and equitable treatment of all tenderers, and to eliminate irregularities, interference and corrupt practices by the authorities concerned. In rarest of rare cases, when there is a violation of Principles of Natural Justice, interfering in a matter of contract and invoking

jurisdiction under Article 226 of the Constitution is very limited. As in the case of the petitioners herein, who are in occupation of the shops in question for a longer period, merely because their applications for extension of renewal of lease is pending or even if they are rejected, they have no right to remain in occupation of the shops. Therefore, the claim of the petitioners cannot be countenanced in the light of the limitation prescribed in the Government Order in G.O.Ms.No.92. In the absence of any challenge to the Resolution to the Town Panchayat Council, the Notifications for public auction which are legally carried out by the authority concerned by following the Rules and procedures contemplated are perfectly valid, legally sustainable, intra vires the law and there is no violation of the Government Order as claimed by the petitioners."

7. A close scrutiny of the case would reveal that all the three petitioners are Presidents of three different Women's Self Help Groups of Virupatchipuram Village and they are doing small business activities. They claim that their Self Help Groups are approved by the Government. It is also their case that they have paid rent of Rs.900/- per mensem to Virupatchipuram Panchayat Board upto October 2011 and thereafter, the 2nd respondent has not accepted the rent. However, the respondents proceeded to auction the shops by conducting public auction. The 3rd respondent had taken the said Shops, each on a monthly rent of Rs.4,500/- per month. However, the said auction was not confirmed. Therefore, the petitioners are doing business activities in their respective shops.

8. It is the case of the respondents that the petitioners are not running Shop Nos.3, 4 and 5; the said Shops are always seen locked; there is no development in improving the business activities; the Self Help Groups are running the Shops only for name sake and for obtaining required loan from the Nationalized Banks and also they have to pay rent to the Corporation with effect from 25.10.2011. The 2nd respondent claims that the Shops were subleased to unauthorized persons for higher rent and heavy deposits, which is against the terms of allotment of shops to the petitioners. In that situation, the respondent Corporation sent an intimation notice dated 04.05.2012 to the petitioners by affixing on each shop, informing the arrears of rent to be paid. Necessary information for the closure of shops was also affixed on the doors of the Shops. Moreover, as the Agreement made by the

above Self Help Groups for shop allotments expired on 17.01.2011, the respondents have proceeded with tender-cum-auction notice by publishing in the Tamil Daily 'Dinathanthi', fixing the date of tender-cum-auction on 15.05.2012 and also fixing the fixing the Deposit amount for each shop at Rs.2,00,000/- with a minimum monthly rent of Rs.4,000/-. For Shop No.5, the Corporation got two tenders and the highest bidder has quoted Rs.4,650/- per month. Thereafter, the 1st respondent has issued the impugned notice dated 18.05.2012, convening the Council meeting on 22.05.2012, which was originally scheduled to be held on 21.05.2012, for discussion of the Agenda with regard to the confirmation of the public auction of the Shops, held on 15.05.2012. Challenging the said notice dated 18.05.2012, the petitioners have filed W.P.Nos.13742 to 13744 of 2012. In the Council meeting held on 22.05.2012, the auction of the Shops in favour of the 3rd respondent has been confirmed. Seeking to quash the said confirmation of auction in favour of the 3rd respondent, the petitioners have further filed Writ Petitions in W.P.Nos.14819 to 14821 of 2012.

9. While so, on 24.05.2012, this Court, in the above Writ Petitions, on consideration of the submission of the counsel for the petitioners and also the circumstances of the case, directed the respondents not to disturb the materials of the petitioners which were kept in their respective shops, for a period of two weeks.

10. In this context, it is relevant to refer to certain provisions of the Coimbatore City Municipal Corporation Act (in short 'Act'), as under:

410-D. Power to cancel or suspend licence -

(1) Without prejudice to any other penalty to which the licensee may be liable under this Chapter, the [District Collector] may, at any time, by order in writing, cancel or suspend any licence granted or renewed under Section 410-C, if

(a) such licence has been obtained by fraud, misrepresentation or suppression of material particulars; or

(b) the licensee has contravened any of the provisions of this Chapter or the rules made thereunder or any of the conditions subject to which the licence was granted.

(2) Before cancelling or suspending a licence under sub-section (1), District Collector shall given the licensee, an opportunity of making his representation.

Section 451(3) of the Act contemplates that every order of the Commissioner or other municipal authority refusing, suspending, cancelling or modifying a licence or permission shall be in writing and shall state the grounds on which it proceeds.

Section 451(10) of the Act provides that save as otherwise expressly provided in, or may be prescribed under this Act every application for a licence or permission or for registration or the renewal of a licence or permission or registration shall be made not less that forty-five and not more than ninety days before the commencement of the year or of such less period as is mentioned in the application and shall be accompanied by the fee referred to in clause (a) or the sum referred to in clause (b) of sub-section (2).

11. At this point, the legal position to be taken note of is that Virupatchipuram Village Panchayat was merged with the respondent Corporation on 26.10.2011. Therefore, the Coimbatore City Municipal Corporation Act as referred to above is applicable to the respondent Municipal Corporation also. It is seen that all the shops which were under the control of Virupatchipuram Village Panchayat were governed earlier by the Tamil Nadu Panchayat Act, 1994. Thereafter, the merger has taken place and the Coimbatore City Municipal Corporation Act has been made applicable from 26.10.2011.

12. From a reading of the above provisions under clause 2 of Section 410-D of the Act, it is clear that before cancelling or suspending a licence under sub-section (1), the District Collector shall give the licensee an opportunity of making his representation. The petitioners herein have consistently pleaded that though they have given representations to the respondents for payment of rent from November 2011, the respondents did not allow them to pay the amount and in that circumstance, before cancelling or suspending the licence, they have not been

afforded an opportunity of hearing. Though it is claimed by the petitioners that they have not been allowed to pay the rent after October 2011, there is no material before this Court as to whether they have made a representation regarding payment of the said amount or not. But, the 2nd respondent contested the matter that the petitioners became defaulters from November 2011.

13. Admittedly, the petitioners were allotted shops and they continued to pay rent till October 2011 and thereafter, they have not paid the rent. Moreover, the Agreement between the petitioners and the respondent Corporation for shop allotments expired on 17.01.2011. Therefore, the 2nd respondent has contemplated action against the petitioners after inspecting the Shops and finding that the Shops were closed and not functioning, they proceeded to conduct public auction on the shops by issuing proper notification, fixing the date of auction as 15.05.2012. In the said auction, the 3rd respondent herein has taken the Shops, but the same was not confirmed. On 22.05.2012, an urgent meeting of the Council was held for approval of the said auction, in which the auction was confirmed in favour of the 3rd respondent.

14. In the above stated position, it is to be seen that whether the petitioners have got any valid right to claim the shops and also whether the respondents have followed due procedures for conducting public auction of the shops.

15. It is true that under clause (2) of Section 410-D, before cancelling or suspending a licence under sub-section (1), the District Collector shall give the licensee, an opportunity of making his representation. In the case on hand, when the 1st respondent proceeded to conduct the public auction, the petitioners did not have any valid licence. Therefore, the question of giving an opportunity to the licensee to make a representation, does not arise. In fact, the respondents have given an opportunity to the petitioners by affixing the notice on the doors of their Shops for payment of rent, which shall be construed as sufficient opportunity.

16. As regards the procedures followed by the respondent Corporation in conducting public auction, there was a public notification on 06.05.2012 in a leading Tamil Daily, viz., Daily Thanthi, fixing the date of tender-cum-public auction on 15.05.2012, informing the persons to participate in the tender process.

Following the said notification, the 3rd respondent along with other persons participated in the public auction and the 3rd respondent became the successful bidder for all the Shops.

17. Law is well settled that matters of fixation of rent at which lands and buildings may reasonably be expected to be let from month to month or from year to year have to be considered by the concerned local body and that fetching higher revenue is a matter for the development of the local body and when the procedures for the same are followed, the power of judicial review in such matters is very limited. Therefore, in the present case, the claim of the petitioners to continue to be in possession of the shops in the absence of payment of rent to the Corporation cannot be sustained, as the Agreement between the petitioners and the respondent Corporation expired on 17.01.2011 itself.

18. On an examination of the impugned notice dated 18.05.2012, it is clear that the respondents have followed the rule of law and convened the Council meeting on 22.05.2012 in accordance with the procedures contemplated under the Act and the Rules. In the absence of any procedural irregularity or malafides, the said action of the respondents, in the considered opinion of this Court, does not suffer from any infirmity. The challenge made in W.P.Nos.13742 to 13744 of 2012 is the notice dated 18.05.2012 for convening the Council meeting in respect of Agenda for approval of the public auction held on 15.05.2012 for the Shops in question. When that be so, the Council proceedings dated 22.05.2012 in respect of the approval of the Resolution with regard to the public auction held on 15.05.2012 in respect of the said Shops, were in accordance with the relevant provisions of law and accordingly, the Corporation proceeded to confirm the allotment of Shops in favour of the 3rd respondent, who is the successful bidder.

19. In view of the same, when the action of the respondents is not in contravention of any law and the procedures contemplated, it is not for this Court under Article 226 of the Constitution of India to interfere with the same. Therefore, these Writ Petitions deserve no merit consideration and they are accordingly dismissed. However, in view of the interim order granted by this Court on 24.05.2012 directing the respondents not to disturb the materials of the petitioners, which were kept in

their respective shops, for a period of two weeks, the respondents are directed to permit the petitioners to take their belongings from the Shops, if they are not already taken. No costs. Consequently, connected M.P.Nos.1 to 3 of 2012 in W.P.Nos.13742 to 13744 of 2012 and M.P.Nos.1 and 2 of 2012 in W.P.Nos.14819 to 14821 of 2012 are closed.

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