

WEB COPY

WP No. 13779 of 2



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 17-08-2026

CORAM

THE HON'BLE DR JUSTICE G. JAYACHANDRAN

AND

THE HON'BLE MR.JUSTICE E.MANOHARAN

WP No. 13779 of 2026

A.Sasikala Arumugam
W/o.Late Arumugam
No.348 Venkatasamy Road
New Siddapudur,
Coimbatore 641044.

..Petitioner(s)

Vs

The Executive Officer
Ketti Selection Grade Panchayat
Ketti, Coonoor Taluk
The Nilgiris District 643215.

..Respondent(s)

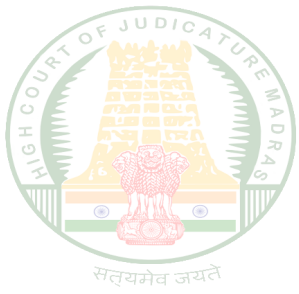
Prayer: Petition filed under Article 226 of the Constitution of India, praying for issuance of a Writ of Mandamus, directing the respondent to remove the seal affixed in the petitioner's house in Door No. 21/128, A-5, Selas Valley, Hulical, Ketti, Coonoor Taluk, The Nilgiris District by disposing the written representation made by the petitioner on 13.03.2026 within a stipulated time as this Court fixes.

For Petitioner(s):

Mr.C.Prakasam

For Respondent(s):

Mr.B.Sivakollapan, AGP



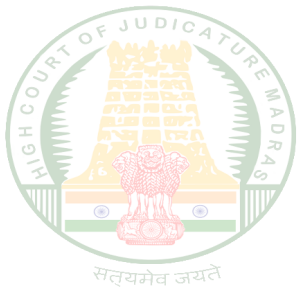
WEB COPY

ORDER**(Order of the Court was made by Dr.G.Jayachandran J.)**

This Writ Petition is filed by the tenant being aggrieved by the lock and seal notice.

2. The learned counsel appearing for the petitioner states that lock and seal notice was issued at the instance of the owner with whom she has entered a lease agreement on paying a sum of Rs.50,000/- as advance.

3. After notice, the learned Additional Government Pleader on instructions states that, the building which is now been under lock and seal is owned by one Mr.Jeethu Jayan. After getting planning permission for residential purpose, he has obtained Form D licence for running cottage in the style and name of “Atlanta-Inn-Cottage”. Since there is a gross violation of the planning permission in converting the residential premises into a commercial one, the lock and seal notice was issued and thereafter, the premises was put under lock and seal. The landlord has neither preferred any application nor petition for rectification of the planning permission. While so, the lock and seal ordered has to stay in force.



WEB COPY

4. The learned counsel for the petitioner states that the premises was leased out for a residential purpose and the petitioner is residing in it. While she was out of town, the subject premises been locked and all her belongings are inside the premises. The lease deed enclosed in the typed-set of papers is dated 16.11.2023 and the lease period is for 11 months which has expired long back. Thereafter, in the end of the typed lease deed, it has been written in hand that the lease is valid for five years and it will be renewed every 11 months. We do not find any renewal documents.

5. Be that as it may, the representation of the petitioner herein stating that the premises is used for residential purpose and therefore, no violation of planning permission, is contrary to the Form D licence obtained by the owner for running the commercial stay home. In any event, the Writ Petition has to be dismissed for no representation from the owner for desealing the subject premises and atleast, the petitioner ought to have been impleaded the owner as a party respondent herein to consider the allegations made against him. Hence, we dismiss the Writ Petition with a costs of Rs.5,000/- payable to the District Legal Services Authority, Uthagamandalam, Nilgiris District. However, liberty is granted to the petitioner herein or the owner of the premises to approach the authority concerned for desealing the subject premises in the manner known to



law and if any such request is received, the same should be considered in accordance with law.

WEB COPY

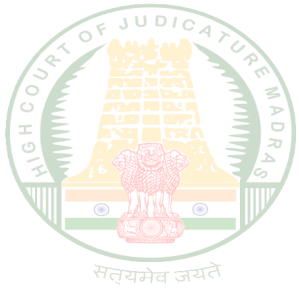
(G.J.,J.) (E.M.,J.)
17-08-2026

Index: Yes/No
Speaking/Non-speaking order
Neutral Citation: Yes/No

DP

To

The Executive Officer,
Ketti Selection Grade Panchayat
Ketti, Coonoor Taluk
The Nilgiris District 643215.



WEB COPY

WP No. 13779 of 2



**DR.G.JAYACHANDRAN, J.
AND
E.MANOHARAN, J.**

DP

WP No. 13779 of 2026

17-08-2026