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WP No. 16539 of 2024



IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 27-11-2025

CORAM

THE HONOURABLE MR JUSTICE M.DHANDAPANI

**WP No. 16539 of 2024
& W.P.No.18134 of 2024**

A.Sujee

W/o.Anand, No.3, 1st Main Road,
100 Feet Road, Jansi Nagar,
Mudaliarpeta, Puducherry 600 004.

Petitioner(s)

Vs

1. Indian Oil Corporation Ltd.,
Rep. by its Managing Director,
Having its registered office at 49, Ali
Jawar Jung Marg, Mumbai - 400 051.

2.The Regional Manager,
Southern Region, Office of the Indian
Oil Corporation Ltd., No.139,
Nungambakkam High Road,
Chennai – 600 034.

3.The Divisional Manager
Indian Oil Corporation Ltd., No.35-B,
3rd Floor, Shastri Road, Thillai Nagar,
Trichy - 620 008.

Respondent(s)

PRAYER

This Writ Petition is filed under Article 226 of the Constitution of India, seeking for a Writ of Mandamus, directing the Respondents to forthwith vacate and hand over vacant possession of the property situate at RS No.1314 Cadastre Nos.1295/12 and 1294, Cuddalore Main road, Manaveli Revenue



Village, No.70, Ariyankuppam Commune, Puducherry.

For Petitioner(s): Mr.L. Palani Muthu

For Respondent(s): Mr.Aditya Reddy

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ORDER

This writ petition is filed seeking for a direction to the respondents to forthwith vacate and hand over vacant possession of the property situate at RS No.1314 Cadastre Nos.1295/12 and 1294, Cuddalore Main road, Manaveli Revenue Village, No.70, Ariyankuppam Commune, Puducherry.

2.The case of the petitioner is that the land to an extent of 34000 Sq.ft in RS No.13/4 Cadastre Nos.1295/1 and 1294, Cuddalore Main Road, Manaveli Revenue Village, No.70, Ariyankuppam Commune Panchayat, Puducherry originally belonged to one Ganesan. He leased out the said land for 20 years to the respondents herein by a registered lease deed dated 16.10.2000 registered as Doc.No.4737 of 2000 in the office of the Sub-Registrar, Pondicherry. As such, it is clear that renewal, if at all, beyond the term of 20 years can only be on mutually agreed terms. During the subsistence of the said lease, the landlord Ganesan had settled the said property in favour of M.G.Ragavendran by Settlement Deed dated 11.04.2008 registered as Doc.No.1971 of 2011 in the office of the District Registrar, Puducherry and the said M.G.Ragavendran had conveyed the said property to the petitioner by a registered sale deed dated 13.10.2022 registered as Doc.No.32823 of 2022 in the office of the Sub-



Registrar, Puducherry. As such, the petitioner has become the absolute owner of the said property and there has been no renewal of the lease beyond the term of 20 years in favour of the respondents.

3. Thereafter, the petitioner submitted a letter dated 23.02.2023 to the third respondent to grant the distributorship to the petitioner. However, the same was not considered. Therefore, the petitioner issued a registered letter dated 09.06.2023 to the third respondent herein emphasising that there is no lease. The petitioner also sent a registered letter to the Joint Chief Controller of Explosives on 25.03.2024 bringing to its notice that the lease in favour of the Indian Oil Corporation has come to an end on 15.10.2020 and requested to cancel the No Objection Certificate and the license granted to the Indian Oil Corporation, however, no action was taken. Thereafter, the third respondent called the petitioner for a discussion and said that they are considering to grant the dealership to the petitioner and requested the petitioner not to take any precipitative action in the meanwhile. Hence, the petitioner addressed a letter dated 15.05.2024 to the Joint Chief Controller of Explosives, Chennai requesting them to keep further action pursuant to the petitioner's letter dated 25.03.2024 in abeyance but, when the petitioner contacted the third respondent, there was no response from them and that they are continuing the business in the retail outlet in the petitioner's land without any subsisting lease in their



favour. Hence, the present Writ Petition has been filed with the above said prayer.

4.The learned counsel for the petitioner would submit that the lease granted in favour of the respondents expired in the year 2020, however, the respondents are continuing the business in the retail outlet in the petitioner's land as a lessee after the expiry of the lease period, without paying any rent to the petitioner, which is not sustainable. Hence, this Court may issue a direction to the respondents to forthwith vacate and hand over vacant possession of the petitioner's property to the petitioner.

5.Per contra, the learned counsel for the respondents would submit that the petitioner had earlier authorised her husband to negotiate with the respondents vide authorisation letter dated 21.08.2025 issued to the Divisional Retail Head, Indian Oil Corporation Limited, Trichy Divisional Office and pursuant to which, the petitioner's husband vide final offer dated 22.08.2025 agreed for leasing out the site on monthly rent of Rs.1,23,000/-, excluding the GST, for a period of 15 years from 13.10.2022. The learned counsel for the respondent submits that the final offer will be considered and orders will be passed within the time stipulated by this Court.

6. In view of the facts and circumstances of the case and also the



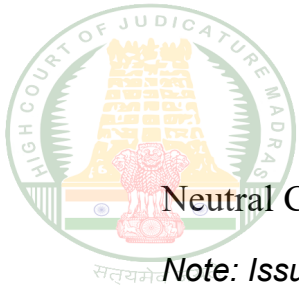
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submissions made by the learned counsel on either side, there shall be a direction to the respondent Indian Oil Corporation Limited to pay the rental arrears as per the final offer dated 22.08.2025, if not already paid, within a period of four (4) weeks from today ie., 27.11.2025 and further, the respondents are directed to take decision with regard to the offer offered by the petitioner's husband dated 22.08.2025 and enter into a fresh lease agreement with the petitioner within a period of four weeks, failing which, the respondent Indian Oil Corporation Limited shall vacate and hand over vacant possession of the petitioner's property situated at RS No.1314 Cadastre Nos.1295/12 and 1294, Cuddalore Main road, Manaveli Revenue Village, No.70, Ariyankuppam Commune, Puducherry to the petitioner forthwith. Further, liberty is also granted to the petitioner to approach the competent civil court for receiving rental dues from the respondent Indian Oil Corporation Limited.

7.The Writ Petition is disposed of accordingly. No costs. Consequently, the connected miscellaneous petition is closed.

27-11-2025

Tsg
Index: Yes/No
Speaking/Non-speaking order
Internet: Yes



Neutral Citation: Yes/No

Note: Issue order copy on 28.11.2025

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To

1. Indian Oil Corporation Ltd.,
Rep. by its Managing Director,
Having its registered office at 49, Ali
Jawar Jung Marg, Mumbai - 400 051.

2. The Regional Manager,
Southern Region, Office of the Indian
Oil Corporation Ltd., No.139,
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