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W.P.No.50537 of 2025



IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 05.01.2026

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THE HONOURABLE Ms. JUSTICE P.T. ASHA

W.P.No. 50537 of 2025
&
W.M.P.No. 56585 of 2025

M. Kumaresan

...petitioner

Vs.

The Divisional Retail Sales Head
Indian Oil Corporation Limited.,
Chennai Divisional Office,
Marketing Division,
No.500, Anna Salai, Teynampet,
Chennai - 600 018

...respondent

Prayer: Writ Petition is filed under Section 226 of the Constitution of India for issue of Writ of Mandamus, directing the respondent to remove and take away, within a prescribed time limit, the Fuel Pumps, Tanks, pipelines and all other equipments that were provided and erected by the respondent at site for operating a petroleum retail outlet at Survey Nos. 644/2C3 and 645/2C3, Dharapadavedu Village, Katpadi Taluk, Vellore District - 632 006 and consequently to execute the necessary documents to record the expiry of the lease deed dated 14.01.2004 by the Registration Department in accordance with law.



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For petitioner : Mr. V.B.R. Menon
For respondent : Mr. Mohammed Fayaz Ali
Standing Counsel

ORDER

This writ petition has been filed for issuance of mandamus, directing the respondent to remove and take away, within a prescribed time limit, the Fuel Pumps, Tanks, Pipelines and all other equipments that were provided and erected by the respondent at site for operating a petroleum retail outlet at Survey Nos. 644/2C3 and 645/2C3, Dharapadavedu Village, Katpadi Taluk, Vellore District - 632 006 and consequently to execute the necessary documents to record the expiry of the lease deed dated 14.01.2004 by the Registration Department in accordance with law.

2. The case of the petitioner is that he is the owner of the premises situate in Survey Nos. 644/2C3 and 645/2C3, Dharapadavedu Village, Katpadi Taluk, Vellore District. The petitioner had entered into a lease agreement with the respondent on 14.01.2004, for a period



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of 20 years. The petitioner's case is that after expiry of the lease deed on 13.01.2024, the above petroleum retail outlet had closed its operations. However, the pumps, tanks, pipelines, etc., which were erected by the respondent at the site, pursuant to the above lease agreement, are yet to be removed from the premises. The petitioner would submit that the lease agreement had expired on 13.01.2024 and the Final Explosives Licence issued by the Petroleum and Explosives Safety Organisation (PESO) was cancelled w.e.f. 27.10.2025 and the No objection certificate issued by the DRO, Vellore, was also cancelled on 13.12.2025.

3. The petitioner would submit that after the expiry of the lease agreement the respondent had paid rent for the premises only for 2 more months I.e., till March, 2024, as per the rate quoted in the expired lease agreement and thereafter no further rent amounts have been received by the petitioner from the respondent.

4. It is the further case of the petitioner that, in spite of cancellation of the Final Explosives Licence by the Controller of



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Explosives and the No Objection Certificate by the DRO, Vellore, the respondent continues to keep their belongings such as pumps, tanks, pipelines, etc. in the premises. Therefore, the petitioner has approached this Court seeking aforesaid relief.

5. Heard the learned counsels on the either side and perused the records.

6. The respondent had raised the issue of maintainability. However, it is seen that with reference to another property, where the petitioner has sought for having the respondent corporation vacate and handover possession of the property, the writ petition had been entertained and orders passed by the learned Single Judge, which was latter confirmed by the Division Bench of this Court in WA.No.3254 of 2025. Therefore, the respondent cannot now raise the issue of maintainability.

7. The property in question belongs to the petitioner and he was appointed as a dealer of the respondent corporation. It is seen that the



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lease deed came to an end on 13.01.2024. However, the belongings such as pump sets, tanks, pipelines etc., have not been taken back by the respondent corporation. Despite 2 years having passed since the lease deed had come to an end, the respondents by retaining their equipments on site is causing great hardship to the petitioner as he is not in a position to enjoy the property to its fullest extent.

8. Therefore, this writ petition is disposed of with a direction to the respondent to remove their belongings, vacate and handover vacant possession of the aforesaid property to the petitioner by 21.01.2026.

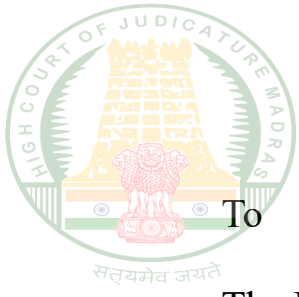
9. Post this matter under the caption “*For Reporting Compliance*” on 23.01.2026.

05.01.2026

Index : Yes/No

Internet : Yes/No

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To

The Divisional Retail Sales Head
Indian Oil Corporation Limited.,
Chennai Divisional Office,
Marketing Division,
No.500, Anna Salai, Teynampet,
Chennai - 600 018

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P.T. ASHA, J

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