

THE HON'BLE SRI JUSTICE P.NAVEEN RAO

WRIT PETITION No.30559 of 2015

Dated : 18.09.2015

Between:

Sk.Rajji, S/o.Madaar Saheb,
Aged 42 yrs, Occu : Business,
R/o.H.No.1-6-12, Jubleepura,
Khammam.

.. Petitioner

And

The State of Telangana,
rep., by its Principal Secretary,
Endowments Department,
Secretariat, Hyderabad & others

.. Respondents

This Court made the following :

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ORDER :

The petitioner was granted lease of Shop No.2 of Sri Guntu Malleswara Swamy Temple-2nd respondent, in the year 2012 and the lease expires in October, 2015. As a consequence to the completion of tenure of the existing lease holder, the 2nd respondent has taken steps to conduct fresh auction. Earlier petitioner filed W.P.No.25994 of 2015 challenging the tender notification. This Court observed that there was no error in conducting of auction. However, the petitioner was given liberty to make a representation to offer the highest amount quoted in the open auction and on such offer being made by the petitioner, the Commissioner should consider the request for renewal of lease. The auction was conducted and in the said auction the petitioner offered Rs.8000/- as monthly rent. Another auction participant offered Rs.11,000/- and the highest bid was Rs.14,130/- offered by the 3rd respondent. In terms of the order passed by this Court, the petitioner was willing to pay lease amount of Rs.11,000/- only and since very high amount was offered by the 3rd respondent, this writ petition is filed challenging the same.

2. According to learned counsel for the petitioner, the offer given by the 3rd respondent is very high and not practicable. A tea stall cannot be expected to run with such rental amount. The 3rd respondent is already having huge business interest in the town and this is an extension of existing business of the 3rd respondent and he is in favour of accumulating the vantage points for carrying out his business and the rent offered by him is very impracticable. The respondent-temple ought not to have granted lease in favour of the 3rd respondent and ought to have granted extension of lease to the petitioner by accepting his offer to pay monthly rent at Rs.11,000/- and not accepting the request of the petitioner by the respondent-temple is erroneous.

3. As seen from the material papers filed along with the writ petition and the averments made in the affidavit, there is no dispute of the fact that the tenure of lease granted to the petitioner expires in October, 2015 and the new lease commences from 1st November, 2015 and in the open auction conducted, the 3rd respondent offered highest lease amount. In terms of the earlier orders of this Court, the only leverage available to the petitioner for renewal of lease is by offering highest bid amount in the open auction. When

the petitioner is not willing to pay the highest bid amount, he cannot insist to renew lease by accepting his offer of paying 2nd highest amount. When the lease was granted to the petitioner in the year 2012, he was aware that the lease was valid for three years and it is open to the respondent-temple to go for fresh auction to confer lease hold rights. When the temple is getting higher rental value for the property, no direction can be issued as sought for, by the petitioner to accept the offer of the petitioner and to renew the lease on payment of Rs.11,000/- per month, more so, when the offer given by the 3rd respondent is Rs.14,130/-. This Court cannot interfere in matters of this nature in exercise of extra-ordinary jurisdiction under Article 226 of the Constitution of India. Hence, I see no merit in the writ petition.

4. Accordingly, the Writ Petition is dismissed. There shall be no order as to costs.

Miscellaneous petitions, if any, pending in this writ petition shall stand dismissed.

18th September, 2015
Rds

P.NAVEEN RAO,J