

HON'BLE SRI JUSTICE C.V.NAGARJUNA REDDY

WRIT PETITION No.38362 of 2015

Date:25.11.2015

Between:

Adusumalli Srinivasa Rao,
S/o Late Chalapathi Rao

..... Petitioner

And:

The State of A.P., repled., by its
Principal Secretary, Municipal
Administration, Hyderabad
and two others.

.....Respondents

Counsel for the Petitioner: Mr. A.V.V.S.N.Murthy

Counsel for Respondent No.1: GP for Municipal Admn. (TS)

The Court made the following:
ORDER:

This Writ Petition is filed by the petitioner, who is one of the lessees of respondent No.2-Municipality, feeling aggrieved by non-renewal of his lease in respect of Shop No.3 situated in the Municipal Shopping Complex (Old) in Tenali, Guntur District.

At the hearing, Mr. Nimmagadda Venkateswarlu, learned Standing Counsel for the Municipalities (Andhra Pradesh), representing respondent No.2, submitted that as respondent No.2-Municipality has passed a resolution for removing the existing old Shopping Complex and construct a new Shopping Complex, it has decided not to renew the leases of the lessees on expiry of their existing terms of leases. He has, however, fairly submitted that there are still some lessees whose terms of leases have not expired and that respondent No.2 has to necessarily wait for expiry of the terms of leases of all the lessees for removal of the existing old Shopping Complex and construction of a new Shopping Complex.

In my opinion, non-renewal of the leases in favour of the lessees whose lease terms have expired, till the terms of leases of all the lessees expires, is neither proper nor rational.

As rightly conceded by learned Standing Counsel for respondent No.2, till the terms of leases of all the lessees expire or they are terminated in accordance with law, the existing old Shopping Complex cannot be removed.

It is not the submission of the learned Standing Counsel that the existing leases of all the lessees have been terminated for the purpose of removal of the existing old Shopping Complex and construction of a new Shopping Complex. He has, however, fairly submitted that if the petitioner is interested in renewal of his lease, respondent No.2 has no objection for such renewal, if the former gives an unconditional undertaking before respondent No.2 that as and when notice is issued to him, along with other lessees, for vacation of his shop for the purpose of construction of a new Shopping Complex, he will vacate the same without any demur.

Mr. A.V.V.S.N.Murthy, learned counsel for the petitioner, submitted that his client will file such an undertaking before respondent No.2.

In the light of the submissions of the learned counsel for the parties, the petitioner is permitted to file an unconditional undertaking before respondent No.2 that he will vacate the shop, along with others, as and when required by respondent No.2 for the purpose of construction of a new Shopping Complex. On the petitioner filing such undertaking, respondent No.2 shall renew his

lease, subject to the former paying the enhanced lease as per the extant legal provisions. The petitioner shall also vacate the shop as per his undertaking, failing which, respondent No.2 is entitled to prosecute the petitioner under the provisions of the Andhra Pradesh Municipalities Act, 1965 and forcibly evict him.

Subject to the above directions, the Writ Petition is disposed of.

As a sequel to disposal of the Writ Petition, W.P.M.P.No.49372 of 2015 shall stand disposed of as infructuous.

JUSTICE C.V.NAGARJUNA REDDY

25th November, 2015

DR