

THE HON'BLE SRI JUSTICE A.RAMALINGESWARA RAO

**WRIT PETITION Nos.5633, 5666, 5691, 5715, 5985 and
6010 of 2015**

COMMON ORDER:

Heard the learned counsel for petitioners, the learned Government Pleader for Agriculture for respondents 1 and 2 and the learned Standing Counsel for respondent No.3.

2. The petitioners are lessees of shops in the agricultural marked yard maintained by the third respondent. They have been continuing by virtue of an agreement which came to an end on 31.01.2015. When a notice was issued on 17.01.2015 directing the petitioners to vacate the premises and handover possession of the same by the end of the agreement period, these writ petitions were filed.

3. A counter-affidavit is filed by the third respondent stating that the third respondent constructed 24 shops on the contribution of Rs.50,000/- made by 24 licensed traders and allotted the shops on a monthly rent of Rs.500/- with enhancement of rent @ 10% for every two years for a period of 7 years and 10 months i.e., from 01.09.1995 to 31.07.2003 by adjusting the contribution of Rs.50,000/- from the allotted traders towards payment of monthly rent upto 31.07.2003. Accordingly, lease agreements were executed. After completion of the lease period on 31.07.2003, the lease was extended from time to time and finally the lease period was extended for a period of two years commencing from 01.02.2013 to 31.01.2015 duly fixing the rent at Rs.1,186/- per month. Counter-affidavit further states that during the inspection made by the fifth respondent in the month of July, 2014, it was noticed that certain allottees had sub-let the premises by collecting huge amounts towards rent by violating condition No.6 of the lease agreement. Accordingly, appropriate action was initiated in respect of those traders, who violated the conditions of lease, by invoking Condition No.14 of the agreement

and the allotments were cancelled in respect of 16 traders. When the said action was brought to the notice of the second respondent, the second respondent accorded permission to the third respondent for allotment of 24 shops to the licensed traders by way of open auction as per the rules in vogue.

4. The learned counsel for the petitioners submits that the petitioners have not sub-let the shops and have not violated any condition of the agreement.

5. Be that as it may, when the agreement of the petitioners came to an end, it is open to the third respondent to conduct auction of the shops and it is open to the petitioners to participate in the said auction. The action of the third respondent, on the instructions of the second respondent, to lease out the shops by conducting public auction cannot be found fault.

6. In the circumstances, these writ petitioners are devoid of merits and are accordingly dismissed. No order as to costs. Miscellaneous Petitions, if any, pending in these writ petitions shall stand closed.

A.RAMALINGESWARA RAO, J

Date: 14.09.2015

TJMR