

**IN THE HIGH COURT OF JUDICATURE AT HYDERABAD
FOR THE STATE OF TELANGANA AND THE STATE OF
ANDHRA PRADESH**

**WEDNESDAY, THE SEVENTH DAY OF OCTOBER TWO
THOUSAND AND FIFTEEN**

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Present

HON'BLE SRI JUSTICE P.NAVEEN RAO

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WRIT PETITION No.32498 of 2015

Between:

P.T. Naidu, S/o. Late Siva Rama Krishna,
Aged about 43 years, Occ: Business,
R/o. Door No.1-9-196, Main Road,
Tagarupuvalasa, Visakhapatnam.

.. Petitioner

AND

The State of A.P.,
Rep. by its Secretary,
Municipal Administration &
Urban Development Department,
A.P. Secretariat Buildings,
Hyderabad & 2 others

.. Respondents

The Court made the following:

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HON'BLE SRI JUSTICE P.NAVEEN RAO

WRIT PETITION No.32498 of 2015

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ORDER:

The petitioner was granted lease of Municipal Corporation land for a period of three years starting from 01.09.2012 and valid till 31.08.2015. When efforts were made by the respondent Municipal Corporation to vacate the lease premises, the petitioner represented that the lease actually commenced on 01.09.2012 and, therefore, it is valid upto 31.08.2015. Considering the said request, the petitioner was not disturbed till 31.08.2015. As soon as the lease term came to an end, notice was issued on 22.09.2015 directing the petitioner to vacate the leasehold premises within seven days. Challenging the same, this writ petition is filed.

2. Learned counsel for the petitioner made extensive submissions. According to the learned counsel for the petitioner, one of the terms of the lease agreement is that the lease would be renewed from time to time after the completion of the period of lease and taking note of the said clause in the lease Agreement, the petitioner invested huge money as lease would be renewed as a matter of course. Contrary to the terms of lease, the lease is now sought to be terminated on completion of the first term of lease only, causing huge financial loss to the petitioner. Learned counsel further submits that the reason for not renewing the lease is

not valid. Petitioner is not occupying place earmarked for park. Learned counsel submits that the information obtained by the petitioner and the map secured through Google would disclose that this piece of land is not actually earmarked as park and the place where Rythu Bazar is now operating is actually earmarked as park. Instead of disturbing the Rythu Bazar and developing the park, the petitioner is unnecessarily made to vacate the leasehold premises.

3. Learned Standing Counsel, on instructions, submits that according to the Municipal records, the place leased to petitioner is shown as park. He further submits that the respondent Municipal Corporation is not intending to renew lease and intend to utilize the place for public purpose, i.e., for development of park and it cannot be the concern of the petitioner as to how the land can be utilized as long as no fresh lease is granted to any other person ignoring petitioner.

4. It is not in dispute that the property belongs to the respondent Municipal Corporation. As seen from the material placed on record, it is clear that the lease was granted to the petitioner for a period of three years and the said lease period has come to an end, according to the petitioner, on 31.08.2015. Though the clause in the agreement provides for extension of lease, but it is an enabling provision. Renewal of lease is at the discretion of respondent Corporation. Once the lease term is over, the petitioner cannot insist as a matter of right to renew the lease. The order impugned would disclose that the place where the petitioner established temporary shops is actually

earmarked to be a park and the respondent Municipal Corporation intend to develop it as a park. Therefore, it cannot be said that the respondent Municipal Corporation is not inclined to grant renewal, even though agreed in the lease agreement, without any valid reason. It is not the case of the petitioner that the respondent Municipal Corporation intend to go for fresh lease ignoring the petitioner's entitlement.

5. Whether the respondent Municipal Corporation utilizes the subject place for development of a park or for any other public purpose is not a matter for consideration in a case arising out of lease agreement. Admittedly, the land belongs to the respondent Municipal Corporation and it is for the respondent Municipal Corporation to utilize the land as it deems fit. The important consideration in utilization of public premises is for public purposes and in larger public interest. Thus, as long as the respondent Municipal Corporation utilizes the space for public purpose, in what manner it is to be utilized is for the respondent Municipal Corporation and the Court cannot mandate the utilization of the land in a particular manner nor can issue *mandamus* directing renewal of lease contrary to the intention of the respondent Municipal Corporation. I see no merit in the writ petition.

7. The Writ Petition is, accordingly, dismissed, leaving it open to the petitioner to work out his remedies as available in civil law. There shall be no order as to costs. Miscellaneous petitions, if any, pending in this writ petition shall stand closed.

P.NAVEEN RAO, J

Date: 7th October, 2015

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HON'BLE SRI JUSTICE P.NAVEEN RAO

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