

THE HONOURABLE SRI JUSTICE M.S.RAMACHANDRA RAO

WP.No.39073 of 2015

ORDER :

In this Writ Petition the petitioner is aggrieved by the action of respondents in not extending the license to run a canteen in the Bus Station, Khammam beyond the license period by ten months vide proceedings dt.20.10.2015

2. The petitioner contends that petitioner was the highest bidder to a tender invited by respondents on 17.07.2010 for running a canteen in the Khammam Bus Station; that a license deed was executed in his favour by respondents from 01.12.2010 to 30.11.2015; that during this period there was some construction work undertaken in the Khammam Bus Station which prevented petitioner from doing any business in the premises licensed to him; and so, the petitioner submitted a representation dt.01.10.2015 to extend his license for a period of ten months during which period he could not do business on account of construction activity undertaken by respondents.

3. In the impugned order dt.20.10.2015, the request of petitioner made by representation dt.01.10.2015 for extension of license period was rejected by respondents. It was also mentioned therein, that a circular dt.02.03.2011 relied upon by petitioner in his

representation would not apply to petitioner. The petitioner was requested to vacate the canteen on 30.11.2015.

4. The counsel for petitioner contended that the action of respondents in not extending the license period by ten months duration is arbitrary, illegal and violative of Articles 14, 19 (1) (g) of the Constitution of India since for this period of ten months the petitioner was disabled from doing any business on account of construction activity undertaken by respondents.

5. But the counsel for respondents relied upon Clause.44 of the license agreement between the parties which states :

“44. In case business is not carried out by the licensee due to riots/agitations/bundhs/fire/floods/natural calamities/strike/either by internal or external factors or for any other reasons, for a particular period, or periods, the licensee shall have no right to claim any remission on license fee payment or compensation or reimbursement of loss etc.”(emphasis supplied)

6. He submits that in view of the said clause in the agreement the petitioner is not entitled to seek any extension of time whatever be the reason, and he is also not entitled to any compensation.

7. Although the counsel for petitioner sought to rely upon a decision of this Court in **Sri Chennakeshava Pulverizing Mill v. Government of Andhra Pradesh**,

rep. by its Secretary, Mines and Industries Department

and another^[1], wherein a similar prayer for extension of duration of an agreement to mine Barytes was not extended by the Mineral Development Corporation, and this Court had held the action of the said Corporation to be arbitrary, I am of the opinion that the said decision does not apply to the present case because there is no provision in the agreement between the Mineral Development Corporation and the petitioner in that case like Clause.44 as in the license deed between petitioner and respondents in the present case.

8. Therefore, granting liberty to petitioner to approach a competent Civil Court for appropriate relief, the Writ Petition is dismissed. No order as to costs.

9. As a sequel, miscellaneous petitions pending, if any, in this Writ Petition shall stand closed.

JUSTICE M.S.RAMACHANDRA RAO

Date: 10-12-2015

Ndr/*

^[1] 2015 (5) ALT 17