

THE HON'BLE SRI JUSTICE M.S.RAMACHANDRA RAO

WRIT PETITION NO.28099 OF 2015

ORDER:

1. Petitioners herein were allotted stalls in APSRTC bus station at Rajahmundry to do business after a process of tendering in the years 2012, 2014 and 2014 respectively and license agreement was entered into for a period of five years, which is subsisting as on date.

2. In the meantime, the respondents requested the petitioners vide letter dated 10.07.2015 to shift to another place within the RTC bus station to do their business since they wanted to remove the shops of the petitioners and provide more area for the amenities to be provided to the passengers.

3. Alternative places were also shown to the petitioners personally by the Depot Manager but the petitioners expressed their unwillingness to shift from their existing shops.

4. Therefore, invoking Clause 34 of the Deed of Agreement between them (which enabled the licensor/respondents the right to terminate the licenses by giving one month's notice in case the premises is required for use by the licensor), the impugned notice was issued on 01.08.2015 by the fourth respondent.

5. Challenging the same, this Writ Petition is filed by the petitioners contending that the respondents had not allotted any other place to them and they had also not constructed any shops to enable the petitioners to run their respective businesses within the bus stand. They claimed that they have spent lot of money for doing business in the shops in their occupation and it would be unjust to make them vacate the said shops when their licenses are subsisting.

6. On 02.09.2015, this Court granted stay of eviction of petitioners for a period of two weeks.

7. Counter affidavit was filed by respondents stating that the shops of

the petitioners were situated in the middle of the bus station hall causing hindrance/obstruction for movement and travelling of the public; in order to provide better amenities to the passengers and for free movement of the passengers in the bus station, the petitioners were asked to shift their shops to a convenient place in the bus station itself by proceedings dt. 10.07.2015; but they refused to do so and by invoking Clause 34, the impugned notices were issued. It was denied that alternative place to conduct business was not shown to the petitioners. It was also contended that the contract between the petitioners and the respondents being a concluded contract, a Writ Petition filed under Article 226 of the Constitution of India is not maintainable challenging termination of their licenses.

8. Counsel for the respective parties reiterated the above stand taken by the respective clients.

9. Admittedly, the Deed of Agreement of license was entered into between the parties and thus, a concluded contract has come into existence. Disputes between parties arising out of concluded contract are not normally entertained in this Court under Article 226 of the Constitution of India. If the petitioners have any grievance with regard to termination of the license granted to them by the respondents, it is open to the petitioners to approach a competent Civil Court and claim the appropriate relief in that forum.

10. In this view of the matter, the Writ Petition is dismissed as not maintainable. However, it is open to both parties to enter into negotiations, if they so chose and resolve their *inter se* dispute. There shall be no order as to costs. Miscellaneous petitions, if any, pending shall stand dismissed.

(M.S.RAMACHANDRA RAO, J)

19th November 2015

RRB