

HON'BLE SRI JUSTICE C.V.NAGARJUNA REDDY

WRIT PETITION No.37244 of 2015

Date:17.11.2015

Between:

Meelam Sri Krishna,

S/o Bhupathi Rao

..... Petitioner

And:

The State of A.P., repled., by its

Principal Secretary, Municipal Administration

& Urban Development Department,

Hyderabad and another.

.....Respondents

Counsel for the Petitioner: Mr. Venkateswarlu Kesamsetty

Counsel for Respondent No.1: GP for Municipal Administration (AP)

The Court made the following:

ORDER:

This Writ Petition is filed for a *Mandamus* to declare the action of respondent No.2 in not installing the electrical meter and providing electricity supply to the petitioner's room No.96, leased out to him, as illegal and arbitrary.

The petitioner claims to be a practicing advocate who has participated in the auction of the lease hold rights of Shop No.96 situated at Kasu Brahmananda Reddy Municipal Shopping Complex, Narasaraopet, Guntur District. He has averred that he has emerged as the highest bidder for shop No.76 and was in possession of the same. He has further pleaded that as the said shop is situated in the ground floor, it was not convenient for running his office due to water leaking and other problems, that he has requested respondent No.2 to accommodate him on the first floor by allotting Shop No.96 in respect of which the highest bidder failed to enter into agreement; and, that, accordingly, respondent No.2 has re-allotted Shop No.96 to him in place of Shop No.76 and entered into a lease agreement on 30.10.2013.

The grievance of the petitioner is that though nearly two years had elapsed after entering into agreement, respondent No.2 has not installed the electrical meter and provided electricity supply to Shop No.96.

Mr. Nimmagadda Venkateswarlu, learned Standing Counsel for the Municipalities, appearing for respondent No.2, on instructions, submitted that respondent No.2 has re-allotted Shop No.96 to the petitioner on the oral understanding between the highest bidder and the petitioner that the latter will pay the Earnest Money Deposit amount to the highest bidder of Shop No.96; and that as the petitioner is refusing to pay the said amount, respondent No.2 has withheld the electricity connection.

In my opinion, respondent No.2 cannot seek to enforce the alleged oral understanding between the petitioner and the highest bidder of Shop No.96. Having allotted shop No.96 without the condition of the petitioner having to pay the amount equal to the Earnest Money Deposit to the original allottee of Shop No.96, respondent No.2 cannot be permitted to enforce the purported oral understanding which has no legal basis.

In this view of the matter, respondent No.2 is directed to forthwith install the electrical meter and supply electricity to Shop No.96, subject to the usual terms and conditions relating to such supply.

The Writ Petition is, accordingly, allowed.

As a sequel to disposal of the Writ Petition,
W.P.M.P.No.47946 of 2015 shall stand disposed of as infructuous.

JUSTICE C.V.NAGARJUNA REDDY

17th November, 2015

DR