

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

WRIT PETITION NO.26188 of 2015

Between :

G. Srinivas S/o.Hanumanth,
Aged about 40 yrs, Occu : Business,
Shop No.13, Sri Vijaya Visweswara Swamy Vari Devasthanam,
M.G.Road, Kothagudem, Khammam District & others.

.. Petitioners

and

The State of Telangana,
Rep., by its Principal Secretary,
Endowments Department,
Secretariat Buildings, Hyderabad & Others.

.. Respondents

DATE OF JUDGMENT PRONOUNCED : 19.08.2015

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SUBMITTED FOR APPROVAL:

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THE HON'BLE SRI JUSTICE P.NAVEEN RAO

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1. Whether Reporters of Local Newspapers : Yes / No
may be allowed to see the Judgments ?
2. Whether the copies of judgment may be : Yes / No
marked to Law Reporters/Journals
3. Whether Their Lordship wish to : Yes / No
see the fair copy of the Judgment ?

THE HON'BLE SRI JUSTICE P.NAVEEN RAO

WRIT PETITION No.26188 of 2015

ORDER :

In consequent to the tender notification dated 10.07.1996, the petitioners participated in the auction successfully and lease was granted to them, of the land belonging to the 5th respondent-temple and they were permitted to construct shopping complex. Accordingly, shopping complex was constructed and they have been in occupation and enjoyment of the said property. The petitioners contend that they have been paying monthly rent as determined by the 5th respondent regularly, and there are no arrears of amount due. The lease originally granted to the petitioners was renewed from time to time and the renewal was in operation till the year 2014. No formal renewal was granted and the petitioners continued to occupy the subject premises and they have been paying the rents continuously. While so, a tender notification was issued on 05.08.2015 to conduct fresh auction to grant lease hold rights of the same premises which is in occupation of the petitioners. The petitioners challenge the said notification in this writ petition.

2. Learned counsel for the petitioners contend that when the lease was granted to the petitioners in the year 1996, it was an open land and they were permitted to undertake construction of shopping complex and in addition to construction of shopping complex, they have been paying rents to the respective shops. Thus, the respondent

authorities ought to have granted renewal of lease and without granting renewal, thrown them out from the subject premises, which amounts to arbitrary exercise of power of the respondent authorities. There is no justification in not renewing the lease, when the petitioners were regularly paying the rents and were also willing to pay the revised rents. Learned counsel further contends that in the year 2014, an auction was conducted to shop No.12 and the petitioners were asked to pay higher bid amount of the shop No.12 to their shops also. Even though no auction was conducted, the petitioners complied with the said order of the 5th respondent, and have been paying the revised rent as per the rent determined to Shop No.12.

3. Learned Standing Counsel submits that the lease granted to the petitioners expired and there is no manner of right to the petitioners to continue in the same premises. He supports the action of the 5th respondent in conducting fresh auction, since it is the desire of the respondent-temple to secure best lease price on the premises belonging to it, and those proceeds can be utilized for providing better amenities to the pilgrims visiting the temple. He further submits that notice was issued to the petitioners directing them to vacate the premises and it is not a case where, suo-motto action was taken throwing out the petitioners without prior notice.

4. Admittedly, lease was granted to the petitioners on the subject premises which belongs to the respondent-temple and such lease was granted in the year 1996, and renewed from time to time. It may be true that the petitioners are paying the revised rents as revised by the respondent-temple. However, once lease period is over, no right vests in the petitioners to seek for continuation in the same premises and cannot prevent the temple from conducting fresh auction. All public properties have to be leased after securing best price, that can be obtained and best price can be determined only when an open

auction is conducted. Thus, there is no illegality in going for open auction.

5. As admitted by the petitioners, lease expired and without extension of lease, they have been continuing in the same premises for the last more than one year. Merely because petitioners are paying higher rental amount from the year 2014, it cannot be a ground for them to think that the lease is renewed and that they are entitled to continue in the premises. It is not the case of the petitioners that they were not put on notice before going for fresh auction and they were given sufficient time. It cannot be said that suddenly the petitioners are thrown out without any notice and that they were aware that the lease already expired. Thus, I do not see any error in the decision of the 5th respondent to conduct fresh auction. Thus, the writ petition deserves to be dismissed and is accordingly dismissed. However, it is open for the petitioners to participate in the auction proposed to be conducted on 21.08.2015 or any other date provided the petitioners are not due of any arrears. The petitioners may clear the arrears of amount if any due, before participating in the auction. If the arrears are cleared by the petitioners, the respondent-temple shall permit the petitioners to participate in the auction proposed to be conducted. If the petitioners are not successful in the auction conducted, they shall vacate the premises, soon after the auction is finalized.

6. Subject to the above directions this Writ Petition is dismissed. There shall be no order as to costs.

Miscellaneous petitions, if any, pending in this writ petition shall stand dismissed.

P.NAVEEN RAO,J

19th August, 2015.

Note : Issue C.C., by tomorrow.

B/o.
Rds