

THE HON'BLE SRI JUSTICE P.NAVEEN RAO

WRIT PETITION No.15728 of 2015

Dated : 12.06.2015

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Between:

Ravula Veeraiah S/o.Late Seshaiah,
Aged about 49 yrs, Occu : Cultivation,
R/o.Bodduvaripalem (V), Santhanuthalapadu (M),
Prakasam District.

.. Petitioner

And

State of Andhra Pradesh,
Rep., by its Principal Secretary,
Revenue (Endowments) Department,
Secretariat, Hyderabad-22 & 2 others

.. Respondents

This Court made the following :

THE HON'BLE SRI JUSTICE P.NAVEEN RAO

WRIT PETITION No.15728 of 2015

ORDER :

The petitioner claims to be cultivating tenant in respect of land admeasuring Ac.5.50 cents in Survey No.639 of Veerlavari Kunta, Prakasam District. The petitioner challenges the tender notice issued on 28.05.2015 calling for bids to award lease on the same land for three years i.e., 2015-16 to 2017-18.

2. On 04.06.2014 a tender notification was issued calling for bids for the same property and the notification indicates that the lease would be granted for three years from 2014-15 to 2016-17. The petitioner participated in the said auction and was a successful bidder. The bid was knocked in his favour at the price of Rs.30,500/-. In terms of the tender notification, according to the petitioner, he is entitled to continue

as a lease holder of the said property till 2016-17.

3. Learned Counsel for the petitioner contends that when the tender notification was issued on 04.06.2014 for three years, the petitioner was a successful bidder. The petitioner is entitled to carry on cultivation as a lease holder for three years from 2014-15 and without terminating the lease granted in favour of the petitioner and without due process of law, the 3rd respondent would not have resorted to calling for fresh tender and such action is *ex-facie* illegal and amounts to arbitrary exercise of power vested in him. The said decision is also vitiated as violation of principles of natural justice. The petitioner being a successful auction bidder and the lease was granted in his favour for the year 2014-17, the petitioner ought to have been put on notice before resorting for fresh auction process.

4. Learned Standing counsel representing the 3rd respondent submits that though tender was notified to grant lease for three years, having regard to the fact that the lease amount of the highest bidder was only Rs.30,500/- as compared to previous years bid i.e., Rs.67,500/- the competent authority i.e., Assistant Commissioner Endowments, Ongole did not agree for grant of lease for three years and confined the lease for one year only. Therefore, after completion of the lease period, fresh bids are invited. He therefore, submits that there is no illegality in taking such action. Learned standing counsel produced the letter of Assistant Commissioner, Endowments Department, Ongole, dated 23.08.2014 wherein while accepting the proposal of temple to grant lease for three years to two properties mentioned in Sl.No.1 and 2, confined the lease to one year in so far as Sl.No.3 is concerned which is the subject property. Learned standing counsel further submits that earlier lease was granted in favour of mother of the petitioner Ravula Anjamma for the period 2011-2014 and the lease amount was Rs.67,500/-. This time as the temple was put to huge financial loss on account of very low bid amount, the lease was confined to one year.

5. Admittedly, though tender notification was intended to grant lease for three years, no lease agreement was entered into by the petitioner for three years. With the understanding that the lease was only for one year, lease amount for the year 2014-15 was received from the petitioner and he was allowed to cultivate for the said year. In the absence of any agreement entered into, merely because the petitioner is a successful bidder and merely because the tender notification initially

intended to grant lease for three years, it cannot be said that the temple cannot restrict the lease for one year. Since no lease agreement was entered into, no right accrues for the petitioner to contend that he is entitled to carry out the cultivation for three years based on the notification issued calling for tenders on 04.06.2015. As no right is vested in the petitioner by virtue of any agreement entered into with the respondent-temple to carry on lease for three years, the petitioner cannot seek to continue to cultivate the land as a lessee for the next two years also. More particularly, a decision to this extent was taken on 23.08.2014 by the competent authority. In the absence of petitioner seeking for enforcement of the three years condition and entering into the lease agreement, the decision of the Assistant Commissioner, restricting the lease period to one year, cannot be said as illegal. Further more, as contended by the learned standing counsel the lease amount for the previous three years was more than 50% higher than the bid amount for the year 2014-15. Therefore, the temple was justified in restricting the lease to one year. Hence, I do not find any merit in the claim made by the petitioner warranting interference by this Court.

6. Accordingly, the Writ Petition is dismissed. However, the petitioner contends that he has already raised crop which is at the stage of harvesting, the petitioner may be permitted to take the crop, within a period of two (2) weeks from the date of receipt of a copy of this order. There shall be no order as to costs.

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

_____**P.NAVEEN RAO,J**

12th June, 2015

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