

THE HON'BLE SRI JUSTICE C.V.NAGARJUNA REDDY

Writ Petition No.39340 of 2015

Dated 03rd December, 2015

Between:

Sai Krishna Tent House

...Petitioner

And

State of Telangana, rep.by its Principal Secretary, Endowments
Department, Secretariat, Hyderabad – 500 004 and others

...Respondents

Counsel for the petitioners: Sri J.Prabhakar
for Sri N.S.Bhaskara Rao

Counsel for respondent Nos.1 & 2: GP for Endowments (TS)

The Court made the following:

ORDER:

The petitioner whose licence period for supply of tent house material for respondent No.3-temple has expired filed this writ petition feeling aggrieved by the impugned auction notice issued by respondent No.3.

At the hearing, Sri J.Prabhakar, learned counsel for the petitioner, submitted that after filing of the writ petition, his client has come to know that respondent No.3 has rejected its representation for renewal of licence and that the petitioner will avail appropriate remedy for questioning the said rejection order. He has, however, submitted that in the present writ petition, the petitioner is assailing the validity of the auction notice as being contrary to Rule 6 of the Andhra Pradesh Charitable & Hindu Religious Institutions & Endowments Immovable

Properties and other Right (Other than Agricultural) Leases and Licenses Rules, 2003 (for short 'the Rules'). He has further submitted that under the said Rule, it is incumbent upon respondent No.3 to issue auction notice containing various details viz., the period of lease, earnest money deposit, terms and conditions governing the lease etc., and that the impugned auction notice issued by respondent No.3 does not contain any of these details except the period of lease.

In order to appreciate this contention, it is necessary to refer to Rule 6 of the Rules which reads as under:

“6. The auction notice shall, among others specify:-

- (i) The period lease or license;
- (ii) The earnest money that should be deposited before participating in the auction;
- (iii) The terms and conditions governing the lease or license.
- (iv) The particular suit Security to be.....the successful bidder and the.....within which such security should furnished;
- (v) Liability of the lessee or licensee on account of cancellation of auction or re-auction, if he:
 - (a) Fails to furnish the security and to execute the lease deed or deed of license within the time fixed;
 - (b) Commits default in the payment of rent or;
 - (c) acts contrary to the terms and conditions of the lease, license or against the interests of the property, institution or endowment;
- (vi) That it shall not be open to the lessee or licensee to transfer the lease or license or to sub-lease or license the properties or the rights,
- (vii) That the lessee or licensee shall execute the lease deed or deed of license in the forms specified by the Executive Authority.
- (viii) That the lease or license shall be subject to the approval of the competent authority.”

From the above re-produced Rule, it is evident that as many as eight details need to be mentioned in the auction notice and some of these aspects pertain to important details, such as, earnest money deposit and the terms and conditions governing lease or licence. As rightly submitted by the learned counsel for the petitioner, the impugned auction notice is as vague as vagueness could be and except the period of lease, no other details have been mentioned.

Sri Ch.Satish Kumar, learned Standing Counsel appearing for respondent No.3, has not disputed the above facts.

Therefore, this Court is left with no other option except to set aside the impugned auction notice with a direction to respondent No.3 to issue a fresh auction notice within one month from the date of receipt of a copy of this order by duly complying with Rule 6 of the Rules. The petitioner is left with liberty to question the rejection order.

Subject to the liberty given to the petitioner as above, the writ petition is allowed to the extent indicated above.

As a sequel to disposal of the writ petition, WP.M.P.No.50723 of 2015 shall stand disposed of as infructuous.

C.V.NAGARJUNA REDDY, J

03rd December, 2015
VGB