

IN THE HIGH COURT OF JUDICATURE AT HYDERABAD
FOR THE STATE OF TELANGANA & THE STATE OF ANDHRA PRADESH
(Special Original Jurisdiction)

MONDAY, THE THIRTIETH DAY OF MARCH
TWO THOUSAND AND FIFTEEN

PRESENT

THE HON'BLE SRI JUSTICE VILAS V. AFZULPURKAR

WRIT PETITION No.7622 of 2015

BETWEEN

P.Rajesh Goud

... PETITIONERS

AND

The State of Telangana, Rep. by its Principal Secretary (Department of Home), Secretariat Building, Hyderabad and others.

...RESPONDENTS

The Court made the following:

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ORDER:

Heard.

2. Petitioner herein complains of harassment by respondent No.2-police, at the instance of respondent No.3, and that respondent No.3 will put pressure on respondent No.2 and try to remove cell tower and other equipments standing on the land belonging to the petitioner, which was leased out to respondent No.4. Petitioner states that under an agreement between him and respondent No.4, the premises was given to respondent No.4 to enable him to erect cellular poles and towers and the licensee was allowed to use the premises as per terms and conditions set out in detail in the given legal licence agreement entered into between the parties. The period of agreement was for ten years from 19.01.2011 to 18.01.2021. Though the copy of the legal licence agreement is filed, the date is not found therein. In any case, the case of the petitioner is that respondent No.4 has defaulted in payment of rentals as well as the electricity and other bills and petitioner has to get approximately about Rs.70 Lakhs, which includes rents, electricity bills, and GHMC Tax, but respondent No.4 appears to have abandoned the cell tower, leaving the petitioner in untold misery and hardship, for which petitioner has already made a complaint before the Station House Officer, Alwal on 27.02.2015

i.e., respondent No.2 herein. Questioning the harassment by respondent No.2 at the instance of respondent No.3, the present writ petition is filed.

3. Instructions of the learned Government Pleader show that on 10.02.2015 a complaint was received from respondent No.3 stating that petitioner is not allowing respondent No.3 to take their BTS equipment and other connected equipments. On the said complaint, GD entry was made and respondent No.2 made preliminary enquiries. Instructions further show that there is a civil dispute pending between respondent Nos.3 and 4 regarding the said cellular towers and in view of the pending civil dispute, the respondent police have not proceeded further in the matter. The allegation of harassment etc., is therefore, denied.

4. Learned standing counsel for respondent No.3 states that costly equipment belonging to respondent No.3 is lying on the petitioner's land and since respondent No.4 has abandoned the business, it is for the petitioner to take appropriate proceeding against respondent No.4,

but the valuable equipment of respondent No.3 cannot be affected by the petitioner.

5. *Prima facie*, therefore, is an *inter se* claim between the petitioner and respondent No.4, for which petitioner will have to take appropriate civil remedy. However, to the extent of the dues recoverable by the petitioner on account of respondent No.4, the equipments and materials on the land is held by the petitioner in lieu of the said dues. So far as respondent No.3 claim for the said equipment is concerned, it is not clear as to whether there is any privity between the petitioner and respondent No.3. Even that aspect also is required to be appropriately adjudicated by a competent civil court.

6. Since the scope of this writ petition is only to the extent of action of respondent No.2 and since it is stated that respondent No.2 is not proceeding further with the complaint of respondent No.3 after noticing that there is a civil dispute pending, the same is recorded and no further directions so far as respondent No.2 is called for. Petitioner as well as respondent No.3 are at liberty to take appropriate steps, in accordance with law, if they so desire.

Writ petition is, accordingly, disposed of. As a sequel, the miscellaneous applications, if any, shall stand closed. There shall be no order as to costs.

VILAS V. AFZULPURKAR, J

March 30, 2015

LMV