

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

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WRIT PETITION No.14581 OF 2015

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Between:

N.Pramodini Devi.

.. Petitioner

And

The Andhra Pradesh State Road Transport Corporation,
Rep. by its Regional Manager, Medak Region, Sanga Reddy, Medak
District and others.

.. Respondents

DATE OF JUDGMENT PRONOUNCED: 20-07-2015

SUBMITTED FOR APPROVAL:

HON'BLE SRI JUSTICE A. RAMALINGESWARA RAO

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

HON'BLE SRI JUSTICE A. RAMALINGESWARA RAO

WRIT PETITION No.14581 of 2015

ORDER:

Heard the learned counsel for the petitioner and the learned Standing Counsel for the respondents.

The petitioner was a successful tenderer for parking area admeasuring 4400 sft. pursuant to tender notification dated 02.04.2015 at New Bus Station, Sangareddy. A deed of licence was entered into on 02.07.2013 and it contains the following clause:

“Non-exclusive clause:

Corporation (Licensor) shall have right to grant licence to more than one licensee to do same business which is already in existence in the same bus station/premises. The licensee shall not raise any objection over this.”

Respondent issued the impugned tender notice dated 23.04.2015 notifying another parking area admeasuring 3000 sft. at Sl.No.23. Challenging the same, the present Writ Petition is filed.

Learned counsel for the petitioner submits that, had he known about the said clause at the time of submission of tender in the year 2013, he would have quoted higher price and, in spite of the clause existing in the deed of licence dated 02.07.2013, the petitioner can maintain the Writ Petition. He further submits that, at the time of entering into contract, it was not known to the tenderers that such a clause exists in the deed of licence.

I am unable to agree with such contentions. A deed of licence was entered into by the petitioner with eyes wide open and, at no point of time, no protest was raised. The present protest was made only after 23.04.2015, for parking area in an extent of 3000 sft. in the same bus stand. What made the authorities to issue another notification for parking area is not within the realm of this

Court. The petitioner cannot legally fight to prevent the respondents from entering into contract in respect of another parking area, more so in view of existence of clause 15 of the deed of licence.

The Writ Petition is liable to be dismissed and is, accordingly, dismissed.

Miscellaneous petitions, if any, pending in this writ petition shall stand dismissed. No order as to costs.

A. RAMALINGESWARA RAO,J

Date:20.07.2015
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