

HON'BLE SRI JUSTICE A.RAJASHEKER REDDY

WRIT PETITION No.8985 OF 2012

-

ORDER:

The case of the petitioners is that they were allotted shop No.18 in block No.III and Shop No.12 in Block No.II for a rent of Rs.22,000/- and Rs.24,800/- respectively in pursuance of the auction conducted by the 2nd respondent in the year 2011-2012 and that the tenure of the lease is one year and it may extend from time to time with consent of both the parties. While so, since the petitioners incurred heavy losses they consulted the respondents 1 and 2 to fix a fair rent on par with other shops in the locality and the same is pending consideration. While the matter stood thus, the 2nd respondent without extending the lease period, issued tender notification vide RC.No.30 of 2012 dated 19.03.2012 for grant of leasehold rights in respect of the shops which are in possession of the petitioners. Aggrieved by the same, present writ petition is filed.

The 2nd respondent filed counter affidavit stating that the lease in respect of petitioners' shops expired on 31.03.2012 and that there is a condition at the time of allotment of shops that the petitioners should vacate the premises immediately after completion of the lease period without any prior notice. It is also stated that in respect of other shops owned by the 2nd respondent fresh auction was conducted and the shops were handedover to highest bidders and that in respect of shop Nos.12 and 18, auction was conducted and the same were allotted to respondents 3 and 4 for the year 2012-2013. It is further stated that all the other formalities are completed by the first week of April; that except the subject shops all other tenants were inducted and that because of the interim order passed by this Court the Shop Nos. 12 and 18 remained closed under the control of Gram Panchayat. It is further stated that the petitioners have to pay an amount of Rs.2,64,000/- and Rs.3,01,200/- respectively to the respondents 1 and 2 towards rent and that if petitioners are interested they

would have participated in the public auction for grant of leasehold rights of the subject shops.

Heard both sides.

In the instant case it is an admitted fact that the petitioners are tenants of respondent Gram Panchayat and their lease period in respect of Shop Nos.12 and 18 expired by 31.03.2012 and when fresh auction is sought to be conducted stay was granted by this Court. It is stated by the respondents 1 and 2 that since the petitioners are defaulters they are not entitled for further lease and that they have to pay an amount of Rs.2,64,000/- and 3,01,000/- respectively to the Gram Panchayat towards rent. More so, petitioners have not shown any legal right for extension of lease, as such, no *Mandamus* can be granted for extension of lease. Petitioners have not made out any case for quashing the tender notification. Further, it is settled principle of law that for grant of leasehold rights, public auction-cum-tender notification is the best mode to invite bids from the persons in order to see that the Gram Panchayat gets maximum benefit.

In view of the above, I do not see any merits in the writ petition. Accordingly, the writ petition is dismissed. No order as to costs.

As a sequel thereto, miscellaneous petitions if any pending in the writ petition shall stand closed.

A.RAJASHEKER REDDY, J

13.10.2015

tk