

THE HONOURABLE SRI JUSTICE M.S.RAMACHANDRA RAO

WRIT PETITION No.22416 OF 2016

ORDER :

Heard counsel for the petitioner, the Government Pleader for Excise appearing for respondents 1 to 4 and Sri E.V.V.S.Ravi Kumar, Counsel for 5th respondent.

2. The 5th respondent had been granted lease of the subject premises by the petitioner which had expired on 30.06.2016. The 5th respondent was holding a Form 2B license bearing No.472 dt.06.07.2006 which also expired on 30.06.2016 at the end of the excise year.

3. Due to certain disputes between the petitioner and the 5th respondent, the petitioner has not renewed the lease deed in favour of the 5th respondent forcing the 5th respondent to approach the Civil Court under Section 9 of the Arbitration and Conciliation Act, 1996 by filing O.P.No.1257 of 2016.

4. On 15.06.2016, the III Additional Chief Judge, City Civil Court, Hyderabad granted interim injunction in favour of the 5th respondent against the petitioner protecting the possession of the 5th respondent and restraining the petitioner from taking coercive steps for dispossession of the 5th respondent until further orders.

5. However the petitioner made a representation to respondents 2 to 4 on 27.05.2016 opposing renewal of the Form 2B license granted to the 5th respondent stating clearly that he did not intend to extend the lease to the 5th respondent.

6. Entertaining an apprehension that in spite of the said application of the petitioner, the respondents 1 to 4 may consider for renewal or extend Form 2B license issued to the 5th respondent, which had expired on 30.06.2016, this Writ Petition is filed.

7. Counter affidavit has been filed by the 4th respondent stating that the license of the 5th respondent has not been renewed or extended for two months from 01.07.2016 to 31.08.2016 since the 5th respondent has not produced the copy of the lease deed, which is required under Rule 9(A)(1) and (2) of the Telangana Excise (grant of licence of selling by bar and conditions of licence) Rules, 2005.

8. This fact is placed on record. Since there is no possibility of the petitioner voluntarily renewing lease in favour of the 5th respondent before 31.08.2016, and since arbitration proceedings are likely to be initiated by the 5th respondent against the petitioner for renewal of lease, the Writ Petition is disposed of stating that the order passed herein will have no bearing on the arbitration proceedings which the 5th respondent may initiate against the petitioner. There shall be no order as to costs.

9. Consequently, miscellaneous petitions pending, if any, shall stand dismissed.

M.S. RAMACHANDRA RAO, J

09th August, 2016.

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