

THE HON'BLE SRI JUSTICE SANJAY KUMAR

WRIT PETITION No.7733 of 2016

ORDER:

The prayer of the petitioner in this case is as under:

“For the reasons stated in the accompanying affidavit, it is hereby prayed that this Hon'ble Court may be pleased to issue a Writ, direction, order or orders more particularly one in the nature of Writ of Mandamus declaring the action of the Respondent No.4 in not executing the transfer lease deed in favour of the petitioner in pursuance of the proc. No.4483/Q3/1996, dt.10-09-2015 issued by the 3rd Respondent even though the petitioner complied all the formalities including the submitting the national savings certificates towards security deposit and also submitted other required documents to the 4th Respondent for execution of Transfer lease deed is bad and illegal and violation of principles of natural justice and non-compliance of statutory provisions under APMMC Rules 1966 consequently direct the 4th respondent to execute the transfer lease deed for Road metal and building stone over an extent of 0.785 Hectors, in Sy.No. Un Surveyed block of K. Pothavaram Village, G. Konduru Mandal, Krishna District and to pass such other order or orders as this Hon'ble Court may deem fit just and proper in the circumstances of the case.”

Written instructions dated 05.03.2016 were furnished by the Assistant Director of Mines and Geology, Vijayawada, to the office of the learned Government Pleader for Mines and Geology, wherein he stated that his office has submitted a proposal for transfer of the quarry lease granted to M/s. Pushyami Stone Crusher in the name of the petitioner for the unexpired portion of the lease. Acting thereupon, the Deputy Director of Mines and Geology, Kakinada, under proceedings dated 10.09.2015, was also pleased to transfer the quarry lease in favour of the petitioner for the unexpired portion of the lease period i.e. upto 29.03.2016. According to the Assistant Director, the petitioner, having submitted the required documents for execution of the transfer lease deed, failed to attend the office personally for signing the lease

deed and other required forms. The Assistant Director stated that owing to this inaction on the part of the petitioner himself, the transfer could not be concluded. He further stated that the original leaseholder had, in the meanwhile, applied for renewal of the quarry lease as per Rules.

Sri V.L. Surendra, learned counsel for the petitioner, informed this Court that as the lease period was coming to an end on 29.03.2016, the petitioner himself had requested the original leaseholder to apply for renewal. As regards the inaction alleged against his client,

Sri V.L. Surendra, learned counsel, stated that his client would take steps immediately to attend the office for completing the formalities.

In that view of the matter, the writ petition is disposed of permitting the petitioner to approach the mining authorities concerned, along with the original lease holder, for concluding the formalities in relation to the transfer of the lease deed in his name. In the event the petitioner does so, the mining authorities shall take appropriate action in the matter expeditiously.

Pending miscellaneous petitions, if any, shall also stand dismissed. No order as to costs.

JUSTICE SANJAY KUMAR

10th March, 2016

Note:-

Issue CC in two days.

B/o

IBL