

THE HON'BLE SRI JUSTICE P.NAVEEN RAO

WRIT PETITION No.39928 OF 2016

DATED : 18.11.2016

Between :

Smt B. Dhana Lakshmi W/o.Kulayiswami,
Hindu, Aged about 43 yrs, Occu : Business,
R/o.R B C 45, Tirumala, Chittoor District.

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Petitioner

And

Tirumala Gram Panchayat
Rep., by its Principal Secretary,
Municipal Administration and Urban Development Department,
Secretariat Buildings, Hyderabad & others.

Respondents



This court made the following :

THE HON'BLE SRI JUSTICE P.NAVEEN RAO

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ORDER :

Petitioner claims that Hathiramji Mutt, granted lease hold rights in her favour in respect of vacant site admeasuring 10 x 15 feet situated at Sri Venugopala Swamy Temple, Tirumala. As a consequence to granting of lease, petitioner erected temporary structure and eking out her livelihood. While so, the respondents i.e., Tirumala Gram Panchayat and Tirumala Tirupathi Devasthanam (TTD), respectively are seeking to evict the petitioner illegally. According to petitioner either the TTD or Tirumala Gram Panchayat has no say in this matter as the property belongs to Hathiramji Mutt, which has granted lease, and such lease continued to be in operation.

2. According to learned Standing counsel representing Tirumala Gram Panchayat, no trade licence was granted to the petitioner.

3. According to learned Standing counsel for TTD, through G.O.Ms.No.746 dated 02.06.2007, the properties are now vested only in TTD and Mutt has no role in these properties and therefore, no lease could have been granted by the Hathiramji Mutt.

4. As seen from the material on record, the petitioner along with others earlier filed W.P.No.28638 of 2008 and similar relief was sought as is sought in this writ petition. In the said writ petition, by order dated 29.12.2008, this Court granted interim direction to the respondents not to interfere with the business of the petitioner and others in any manner without following the due process of law.

5. When the said writ petition was taken up for hearing, a representation was made that the lease granted to the petitioner came to an end in the year 2010 and that nothing survives in the writ petition for adjudication and a further submission was also made on behalf of the petitioners therein that they have been continuing their business and may be permitted to make a representation for their continuation. However, granting liberty to make a representation, the writ petition was dismissed.

6. Alleging that the respondents are now trying to dispossess the petitioner, this writ petition is filed. Petitioner claims that on 15.11.2016 a representation was made to the TTD and the same is pending.

7. As seen from the prayer sought in the earlier writ petition, the very same relief is sought, as is now sought in this writ petition. Even according to the submissions made in the said writ petition, the lease alleged to have been granted to the petitioner expired in the year 2010. It appears that petitioner continued because of the interim orders granted earlier and admittedly, even according to the petitioner, lease expired and therefore the question of further continuation in the leased premises would not arise. It is appropriate to notice that on one hand, petitioner claims that property belongs to the Hathiramji Mutt and valid lease was obtained from the Hathiramji Mutt, but the Mutt was not made as a party in the earlier round of litigation and in this writ petition also. While contending that TTD has no role and it is illegally seeking to vacate the petitioner from the property belonging to the Mutt, a representation is now made only to TTD for continuation.

8. Even if there was a lease validly granted by the Mutt, since the lease expired long ago, and the earlier writ petition was also dismissed where similar relief was sought, no relief as sought for in this writ petition can be granted. Except for contending that the respondents are seeking to dispossess the petitioner and that representation was made, no other material is filed to show that there is subsisting lease validly granted by the Mutt and lease amount is being paid to the Mutt all along. In view of the earlier order of this Court on the same issue, I am not inclined to entertain the writ petition and the same is liable to be dismissed.

9. Accordingly, the Writ Petition is dismissed. There shall be no order as to costs.

Miscellaneous petitions, if any, pending in this writ petition shall stand closed.

18th November, 2016
Rds

P.NAVEEN RAO,J

