

HON'BLE SRI JUSTICE A.RAJASHEKER REDDY

WRIT PETITION No.8453 OF 2012

ORDER:

The case of the petitioner is that the petitioner was handed over shop No.12 on lease in MPDO shopping complex for a period of 5 years by virtue of an agreement dated 15.11.2006 and that the petitioner is paying rents as per the said agreement. When the lease period came to an end, petitioner approached the 1st respondent for extension of further period of five years, but, the respondents have not extended the lease so far. While the matter stood thus, the 1st respondent vide proceeding No.A/398/2011, dated 22.02.2012 issued notice to the petitioner to vacate the subject shops on the ground that the petitioner and some others sub-let their respective shops to the third persons and violated conditions of the agreement. In fact, the petitioner has not sub-let the shop. Though the petitioner gave reply dated 27.02.2012 along with supporting documents, again the 1st respondent issued notice dated 16.03.2012 asking the petitioner to vacate the premises. Aggrieved by the same, present writ petition is filed.

The 1st respondent filed counter stating that originally, the petitioner and others are the lessees of road margin shops abutting to MPDO office; that when the said shops were obstructing the traffic, a committee consisting of Mandal Parishad Development Officer, Mandal Revenue Officer and Sub Inspector preliminary enquired into the encroachments of

Mandal Parishad Office and have come to a conclusion to remove the encroachments on the road margin and subsequently taken a decision to construct the shopping complex with the Mandal General Funds and leased out the said shops for a period of 5 years. The petitioner is one of such person and he took shop No.12 on lease basis and entered into an agreement on 15.11.2006 for a period of five years (from 01.09.2006 to 30.08.2011). It is further submitted that the MPDO issued notice on 22.02.2012 to the petitioner to vacate the shop as the petitioner and some others sub-let the said shops to the third persons; that subsequently at the time of enquiry conducted by the MPDO by way of sudden visit to shop No.12, a person named Racha Venkatram was present at the shop and when they questioned him "who are you?", then he replied that he is the owner of the shop and have taken the said shop on lease from the petitioner and has given a letter to the MPDO to that effect on 28.03.2012 and the same was witnessed by the other shop holders i.e., Shop No.11, 13, 15 and 17, respectively. The respondents further came to know that the petitioner earlier also sub-let the shop to the third parties. It is further stated that the General Body of Mandal Parishad passed a resolution on 21.07.2011 for extension of lease period to the present leaseholders on enhancing rent from Rs.1200/- to Rs.1600/- and advance from Rs.12,000/- to Rs.15,000/- and the same was sent to the Chief Executive Officer, ZP, Nalgonda for further action and the same is pending till date. Meanwhile,

as the Mandal Parishad came to know that the petitioner and three others were subletting the shops which are in their possession, issued notice dated 22.02.2012 to the petitioner to vacate the shop within seven days for which the petitioner has given reply on 27.02.2012 disputing the same. Subsequently, the Mandal Parishad enquired with the Labour Officer asking him to submit the licenses issued for the shops in question vide notice dated 22.02.2012; and that the Labour officer has given information on 07.03.2012 stating that the license of petitioner's shop was in the name of Racha Venkatram, which goes to show that the petitioner has sub-let the shop to Racha Venkatram.

Learned counsel for the petitioner submits that though petitioner submitted explanation stating that he has not sub-let the shop, without considering the same, notices were issued to the petitioner to vacate the subject shops. He also submits that the petitioner is singled-out for vacating the premises and other lease holders are being continued.

Learned Standing Counsel for 2nd respondent submits that out of four persons, who were issued notices and who were granted lease by the original allottees, except petitioner three persons have already vacated the premises. He also submits that as respondents have taken a decision to vacate all the existing lessees whose lease was expired, issued notices and that there was no extension of lease beyond 2011.

In this case, even according to petitioner there was no extension of lease beyond 2011. When there is no extension of lease beyond 2011, petitioner has no legally enforceable right to continue in the subject shop. More so, the respondents have taken a decision to evict all the lease holders whose lease period was expired. Though lease period was expired in the year 2011, petitioner is continuing in the subject shops by virtue of the interim order granted by this Court on 26.03.2012.

In view of the aforesaid facts and circumstances, this Court is not inclined to grant any relief to the petitioner by exercising power under Article 226 of the Constitution of India. 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

20.06.2017
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