

HONOURABLE SRI JUSTICE CHALLA KODANDA RAM

**WRIT PETITION Nos. 10517, 10523, 10531, 10545,
10552, 10598, 10605, 10675 and 10682 of 2017**

COMMON ORDER:

In these batch of Writ Petitions, petitioners question the impugned notices dated 11.03.2017 of respondent No.4 seeking to vacate and handover possession of shops of Sri Padmati Anjaneya Swamy Temple, Makthal, Mahabubnagar District, in spite of their representation dated 06.03.2017 for extension of lease for another five years.

It is the contention of the learned counsel for the petitioners that, in the lease deed executed in favour of the petitioners, clause No.5 require to paint all wooden and iron articles every year with oil paint; and, inasmuch as there is requirement of petitioners to maintain wood and other articles, it is implied that, beyond the original period of three years, lease has been extended for a period of three years. Learned counsel would further submit that the petitioners, in all the writ petitions, have suffered huge losses and did not recover the amounts which they bid earlier and, therefore, seeks to interdict the auction.

Sri K.Jagan Mohan Reddy, learned Standing Counsel for respondent No.4 – Temple, submits that, Requisitioning and Acquisition of Immovable Property Rules, 1969 (the Rules) do not permit any such extension being granted;

petitioners are in arrears of rent; and they may be given liberty to participate in the auction subject to payment of arrears.

Considering the undisputed fact that petitioners were leased out subject shops for a period of three years which lease expired and, since the Rules mandate granting of lease of immovable property only through public auction, the relief, sought for in the Writ Petition, cannot be granted against the Rules. In so far as clause 5 of the lease deed, which the petitioners point out, is concerned, it is a general clause which require the lessor to maintain the property in proper condition, and the same cannot be read in isolation, *de hors* the rules and *de hors* the specific condition that the lease period is for three years.

In those circumstances, the Writ Petitions fail and are, accordingly, dismissed. However, petitioners are given liberty to participate in the auction subject to the condition that they clear arrears of previous rentals.

Miscellaneous petitions pending, if any, in batch of writ petitions shall stand dismissed. No order as to costs.

CHALLA KODANDA RAM,J

Date: 27.03.2017
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