

**THE HON'BLE THE ACTING CHIEF JUSTICE RAMESH RANGANATHAN
AND
THE HON'BLE Dr. JUSTICE SHAMEEM AKTHER**

Writ Appeal No.277 of 2017

Judgment: (Per the Hon'ble The Acting Chief Justice Ramesh Ranganathan)

This appeal, under Clause 15 of the Letters Patent, is preferred against the order of the learned Single Judge in W.P. No.5228 of 2017 dated 14.2.2017. The appellant herein is the 4th respondent in the writ petition. The 1st respondent herein filed the writ petition to declare the action of the respondent-authorities in obstructing him from conducting the cattle market held every Wednesday at Panditapuram Village, Komminepalli Grama Panchayat, though the auction period is valid upto 31.3.2017 as illegal and arbitrary.

The 1st respondent-writ petitioner participated in the auction conducted by the appellant-Gram Panchayat, for conducting cattle business every Wednesday at the cattle market for the year 2016-17, ie for the period from 1.4.2016 to 31.3.2017. As he was found to be the highest bidder, the Gram Panchayat called upon him to pay the bid amount of Rs.1,58,20,000/- before 31.12.2016. The Panchayat Secretary issued notice dated 28.1.2017 asking the petitioner to pay the due amount of Rs.24,70,000/-, while indicating that the petitioner had already paid Rs. 1,33,50,000/-. The petitioner was asked to pay the balance amount within seven days.

The petitioner is said to have paid a further sum of Rs.5.00 lakhs on 9.2.2017, and the balance amount due and payable by him is said to be Rs.19,70,000/-. The petitioner invoked the jurisdiction of this Court, by way of the present writ petition, contending, among others, that the demonetization exercise undertaken by the Government of India resulted in his inability to pay the balance amount of Rs.19,70,000/- within time. The Gram Panchayat appears to have contended before the learned Single Judge that, on the representation of the 1st respondent-writ petitioner, the District Collector had passed an order on 10.2.2017

permitting the petitioner to pay the balance amount of Rs.24,70,000/- in four equal instalments from 8.2.2017 to 8.3.2017 by undertaking a bond agreement, and giving four post dated bank cheques.

Sri M. Srinivasa Rao, learned counsel for the 1st respondent-writ petitioner, would submit that a copy of this notice dated 10.2.2017 was not even received by the 1st respondent-writ petitioner and, consequently, he has been denied the benefit of payment of instalments.

It is wholly unnecessary for us to examine this question as the grievance of the appellant is regarding the direction issued by the learned Single Judge in the order under appeal. The learned Single Judge has permitted the 1st respondent-writ petitioner to pay the balance amount of 5,00,000/- within a period of two weeks from the date of the order to the Gram Panchayat towards arrears; and another amount of Rs.5,00,000/- within two weeks thereafter; and the remaining balance within two weeks thereafter. The order of the learned Single Judge is dated 14.2.2017 and the two week period for payment of the first instalment of Rs.5.00 lakhs expired on 28.2.2017. While the 1st respondent-writ petitioner is said to have paid Rs.6.00 lakhs before 28.2.2017, he appears to have paid a further sum of Rs.3.00 lakhs in the first week of March, 2017 and the balance amount due from him is Rs.10,70,000/-.

While we find considerable force in the submission of Sri G. Narender Reddy, learned Standing Counsel for the Gram Panchayat, that this Court, in the exercise of its jurisdiction under Article 226 of the Constitution of India, would not undertake the exercise of fixing the schedule of payment of the instalment amounts after the last date for payment of the said amount expired on 31.12.2016, the fact remains that the lease period is due to end by 31.3.2017. As the lease period is due to expire on 31.3.2017, failure of the 1st respondent-writ petitioner to pay the said amount would necessitate the appellant-Gram Panchayat to take steps to recover the said amount thereafter.

Sri G. Narender Reddy, learned Counsel for the appellant, would submit that, in case the 1st respondent-writ petitioner were to pay the entire balance amount due within one week from today, the appellant would not take any coercive steps against him.

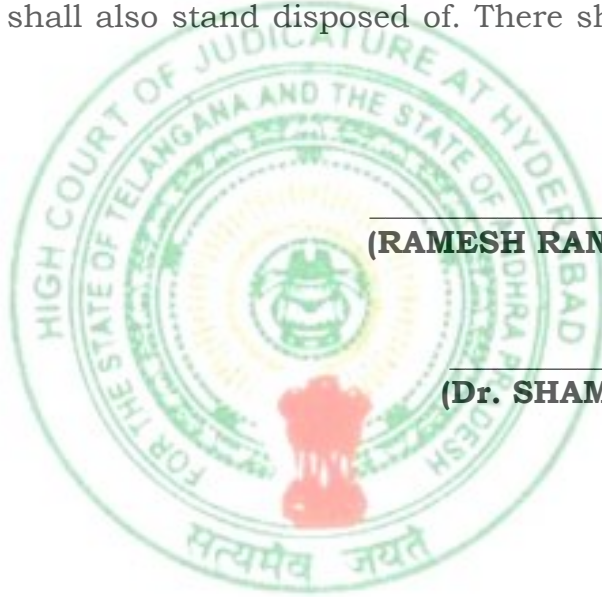
In the light of the submission of Sri G. Narender Reddy, learned Standing Counsel for the appellant, the order under appeal is set aside. The 1st respondent-writ petitioner is permitted to pay the entire amount due latest by 14.3.2017, failing which it is open to the appellant to terminate the contract and deny the 1st respondent-writ petitioner the right to operate the cattle market thereafter.

The writ appeal is disposed of accordingly. Miscellaneous Petitions pending, if any, shall also stand disposed of. There shall be no order as to costs.

(RAMESH RANGANATHAN, ACJ)

(Dr. SHAMEEM AKTHER, J)

9th March, 2017
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Date: 9.3.2017

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