

HON'BLE THE ACTING CHIEF JUSTICE RAMESH RANGANATHAN

Writ Petition No.346 of 2009

ORDER:

By proceedings dated 12.07.1989, 30 shops, constructed with the funds of the District Scheduled Caste Service Co-operative Society Limited, Guntur, for the benefit and welfare of members of the Scheduled Castes, were sought to be allotted. Applications were invited from eligible Scheduled Caste members for allotment of shops. A committee, constituted with the Joint Collector as its Chairman, interviewed the candidates and selected deserving candidates for allotment of shops in the shopping complex for running the trades, as noted against each, on a monthly rent of Rs.50/- for the first six months, and at Rs.100/- from the 7th month onwards. The petitioner's name is reflected at Sl.No.29 and the trade, for which she was allotted the shop, is tailoring. Condition No.2 of the terms and conditions stipulates that the period of lease is for one year from the date of issue of the order. By proceedings dated 20.12.2008 the petitioner was informed that, though she was allotted shop No.29, she had not opened the shop for several years, and was due Rs.50,000/- towards rent. The main object of allotment of shops was to provide succour to un-employed local Scheduled Caste candidates and, as the petitioner was not opening the shop for several years and she did not even pay arrears of rent of around Rs.50,000/-, her allotment was cancelled.

The petitioner invoked the jurisdiction of this Court and, by way of an interim order in W.P.M.P.No.367 of 2009 dated 12.01.2009, the order of cancellation was suspended on condition that the petitioner deposits Rs.15,000/-, which she claims to have complied.

The arrears of rent due as on 20.12.2008 was Rs.50,000/-, of which the petitioner paid only Rs.15,000/- pursuant to the interim order of this Court. In any event, as is evident from the proceedings dated 12.07.1989, the shop was given to the petitioner on lease for a period of one year which expired in the year 1990 itself. The petitioner has been in illegal possession of the shop for the past 27 years. I find no error in the impugned order canceling the allotment. The petitioner cannot claim, as of right, to continue in the shop after expiry of the lease period that too for 27 years and more.

The Writ Petition fails and is, accordingly, dismissed as infructuous. The Miscellaneous Petitions pending, if any, shall also stand dismissed. No order as to costs.

RAMESH RANGANATHAN, ACJ.

Date:16.06.2017.

cs

