

THE HON'BLE SRI JUSTICE M.S.K.JAI SWAL

WRIT PETITION No.21603 OF 2007

ORDER:

This writ petition is filed for issue of a writ of mandamus, declaring the action of the respondents in not paying the arrears of hire-charges for the difference kilometers of the schedule route lengths to the buses of the petitioner, bearing registration Nos.AP03V7300 & AP03V7301, pursuant to the joint survey conducted by the Assistant Manager, Piler Depot, dated 16.04.2005, as illegal and arbitrary and consequently direct the respondents to pay the arrears of hire charges.

Heard the learned counsel appearing for the petitioner and the learned Counsel appearing for the respondents.

The case of the petitioner is that pursuant to the tenders called for by the respondent Corporation, the petitioner entered into two agreements with the respondent Corporation for hiring his two buses for a period of three years, i.e., from 24.05.2004 to 23.05.2007, to operate in the scheduled route from Piler to Somala via Kalikiri, the distance of which was noted as 338 kilometers. It is contended by the petitioner that as per joint survey conducted by the Assistant Manager, Pileru Depot on his request, the distance of the actual route is found more than the scheduled distance i.e., 357.2 kilometers that is in excess of 19.2 kilometers, for which, the petitioner made oral and written representations to the respondents

to pay the hire charges for the difference kilometers of length of route, but the respondent Corporation did not respond.

The respondent corporation filed counter denying the contentions of the writ petitioner. It is stated that at the time of agreement the route was surveyed by the vigilance authorities and as per its report, the distance of the agreed route was mentioned as 338 KMs. The hire charges were paid to the petitioner as per the agreement and there is no variation in the route length. There are no records and no proof is produced that a joint survey was conducted by the Assistant Manager, Piler Depot. Being satisfied with the vigilance survey report, and having agreed with the terms of the agreement, the petitioner entered into agreements to operate his buses on the scheduled route, and now he is not entitled to claim any extra hire charges contrary to the agreement.

It is the main contention of the petitioner that the petitioner plied his buses more than the agreed distance of kilometers, i.e., in excess of 19.2 kilometers every day on the scheduled route, for which, the corporation has to pay hire charges. According to the respondents, except the vigilance report, no report is available with regard to survey of the scheduled route.

Having heard the learned counsel on either side, the Writ Petition is disposed of, directing the petitioner to make a representation to the respondents, ventilating his grievance, within a period of 30 days from the date of receipt of a copy of this order, and on filing such representation, the respondent Corporation shall

conduct joint route survey of the scheduled route, if necessary, within a period of two months there from, and consider the request of the petitioner for payment of difference of amount, if any, if the petitioner is entitled to, as per terms of the agreements entered into between the parties.

Pending miscellaneous applications, if any, shall stand closed in consequence.

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M.S.K.JAI SWAL,J

Date:31.07.2017

Dsr

Note:

Furnish copy in one week

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