

HON'BLE SRI JUSTICE A.RAJASHEKER REDDY

WRIT PETITION No.13198 OF 2011

ORDER:

The case of the petitioner is that petitioner is a registered partnership firm engaged in the business of exporting, importing and clearing and forwarding Cargos through Kakinada Anchorage Port apart from packaging and re-packaging process, Yards and Stock Yards. As the petitioner has vast experience in handling various export and import of commodities, it has submitted an application to the 2nd respondent on 05.05.2008 requesting to allot Ac.1.50 cents of port land for the purpose of open storage facility to the export/import cargo and also expressed its willingness to pay the amount as fixed by the 2nd respondent. The said application was considered by the 2nd and 3rd respondents and finally allotted an extent of Ac.1.50 cents on annual basis on condition of payment of advance rentals of Rs.1,82,400/- and accordingly petitioner was asked to sign on the stamped paper in Appendix-XIII of A.P. Port Manual. Accordingly, petitioner was granted license for a period of one year from 12.02.2009 to 11.02.2010 on payment of license fee of Rs.2,28,000/- at the rate of Rs.375/- per sq.mtr per annum on 12.12.2008. Petitioner also paid an amount of Rs.28,181/- towards service tax. After obtaining possession, the petitioner developed the said land by leveling it with red gravel to a height of 5ft. and also constructed a retaining wall by incurring an expenditure of nearly Rs.25,00,000/- with a hope that its annual lease will be converted into long lease as was done in respect of other similarly situated

licencees. On submission of representation on 06.03.2009, the 2nd respondent renewed the annual lease for another year from 12.02.2010 and 11.02.2011 on an increased advance rent of Rs.2,51,484/-. Again on 11.01.2011, petitioner submitted a representation requesting to renew the lease for a further period of one year and expressed the willingness to pay the necessary rentals. Subsequently, he submitted a representation requesting to convert the annual lease into long lease of 30 years and the same is pending before the 1st respondent. Meanwhile, the impugned notice dated 06.04.2011 was passed asking the petitioner to vacate the subject premises. Aggrieved by the same, the present writ petition is filed.

Learned counsel for the petitioner submits that the Government has extended the lease of similarly situated persons by virtue of G.O.Ms.No.10 dated 16.11.2015, but the application of the petitioner seeking extension of lease is still pending. As such, he submits that writ petition can be disposed of with a direction to the 1st respondent to dispose of the application submitted by the petitioner.

On the other hand, learned Government Pleader for Transport vehemently opposes the contention of the petitioner and submits that petitioner is not entitled for extension of lease for further period, as he failed to pay the lease amounts.

It is to be seen that admittedly, petitioner was granted lease and the same was extended till 2011. The petitioner asserts in the affidavit that he has paid the lease amounts. Though he Government Pleader argues that petitioner has not paid the lease

amounts, in para 3 of the counter affidavit it is stated that petitioner has paid the lease rentals and service tax for the license period.

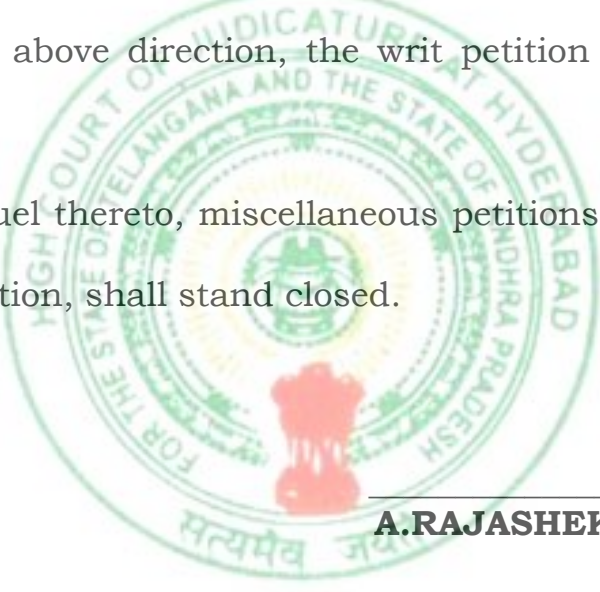
However, this Court granted interim order on 29.04.2011 granting stay of eviction, pending further orders.

In view of the above facts and circumstances, it is for the 1st respondent to consider the case of the petitioner and take action accordingly. As such, 1st respondent is directed to dispose of the application of petitioner, if not already disposed off. Till then, interim order granted on 29.04.2011 shall continue.

With the above direction, the writ petition is disposed of.
No costs.

As a sequel thereto, miscellaneous petitions, if any, pending in the writ petition, shall stand closed.

12.06.2017
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A.RAJASHEKER REDDY, J