

THE HON'BLE SRI JUSTICE A.V.SESHA SAI

W.P.NO.11356 OF 2017

ORDER

Heard the learned counsel Sri Kowturu Pavan Kumar for the writ petitioners and Government Pleaders for Agriculture and Revenue and the Standing Counsel for the 4th respondent – Agricultural Market Committee.

By way of common notices dated 22.03.2017, the 4th respondent - Agriculture Market Committee, Kothagudem, asked the petitioners herein to handover the subject shops, while informing them that in the event of failure to do so, action would be taken under the Andhra Pradesh (Agriculture and Animal Husbandry) Marketing Act, 1966 and the rules framed there under.

It is the submission of the learned counsel for the petitioners that the impugned action on the part of the respondents in seeking to evict the petitioners from the subject shops is highly illegal, arbitrary and violative of Article 14 of the Constitution of India.

On the contrary, the learned Standing Counsel for the 4th respondent – Agricultural Market Committee submits that in the year 2015, public auctions were held in respect of the subject shops, wherein the prospective bidders quoted double, triple and five times the amounts, which are more than the amounts that were being paid by the petitioners as rent. The learned Standing Counsel also produced copy of statements of the amounts quoted by the prospective bidders in the public auction held in the year 2015. It is further stated by the learned Standing Counsel that there is no vested right in favour of the petitioners herein to ask for renewal and there is also no

provision for granting renewal to the petitioners under the agreements. She also submits that petitioners were already evicted pursuant to the impugned notices.

Admittedly in the present case, the lease period in respect of the subject shops of the petitioners came to an end in the year 2015. Subsequently, there is no renewal granted in favour of the petitioners herein. There is also no right conferred on the petitioners herein in the agreements to ask for renewal. No such clause is brought to the notice of this court, except a clause in the terms and conditions of allotment that there would be a 10 per cent enhancement of rent after completion of two years. In my considered opinion, the petitioners have not made out any cause warranting interference of this court under Article 226 of the Constitution of India.

Accordingly the writ petition is dismissed. No costs.

Miscellaneous petitions pending if any, shall stand closed.

A.V.SESHA SAI,J

DATE:03—04—2017

AVS