

THE HON'BLE SRI JUSTICE A.RAJASHEKER REDDY

W.P.NOS.39854 AND 39895 OF 2017

COMMON ORDER

Aggrieved by the notices issued by the 2nd respondent – District Collector, (Panchayath Wing), Karimnagar, in File No.A2/999/1990-Pts-3 dated 18.11.2017, in requiring the petitioners to pay arrears of rents and to vacate the shop nos.2 and 3 respectively, the present writ petitions have been filed.

The learned counsel for the petitioners submitted that the petitioners have paid the arrears of rent. The same is disputed by the learned Assistant Government Pleader for Panchayat Raj.

It is to be seen that earlier when the petitioners were issued with similar notices, they filed writ petitions in W.P.No.15915 and 15768 of 2016 and no interim orders were granted in the said writ petitions.

In the written instructions produced by the learned Assistant Government Pleader it is stated that the petitioners were allotted shop Nos.2 and 3 for a period of one year from 25.4.1997 to 24.4.1998, at the rate of Rs.1,000/- per month and they are continued on the same rent till May, 2012. Fresh open auction was conducted on 13.6.2012 for a period of twelve months and the petitioners became successful bidders in respect of shop Nos.2 and 3 and rent was fixed at Rs.6,000/- and Rs.6,200/- respectively. But the petitioners refused to sign on the lease agreements, even though they were issued with notices dated 6.12.2012, 23.04.2013 and 19.10.2013, without showing proper reasons. The petitioners are not paying the rents regularly as per the bided amount and they are paying in piecemeal manner as per earlier rent. Hence, they were issued with notices to clear off the rents due as fixed in the open auction conducted on 13.6.2012. The petitioners sent banker cheques for Rs.1,000/- each on 13.10.2017 towards rent and the said cheques have not been accepted

by the respondents and returned to the petitioners and eventually, they were issued with the impugned notices.

It is to be seen that the petitioners, as and when were issued with notices for payment of arrears of rent and for taking action in default, have been filing writ petitions. When the initial lease period expired in the year 1998, it is not known why open auction was not conducted immediately and as stated above, it was conducted only in the year 2012, where the petitioners though remain successful, failed to pay the bided amount. Admittedly, the lease period for the auction conducted in the year 2012 also expired. Therefore, in these circumstances, by the impugned notices, the petitioners were required to pay the arrears of rent due and to vacate the respective shops.

Under these circumstances, I do not find any reason to entertain the writ petitions against the impugned notices by exercising power of judicial review under Article 226 of Constitution of India, and the same are accordingly dismissed. No costs.

Miscellaneous petitions pending if any, shall stand closed.

DATE:28—11—2017
AVS

A.RAJASHEKER REDDY,J