

HON'BLE SRI JUSTICE P.NAVEEN RAO

WRIT PETITION No.15376 OF 2018

DATE: 27.04.2018

Between :

Syed Khaja S/o. Syed Aziz, Aged 37 years, occu: Contractor,
Dargah Hzt. Jahangir Peeran Rh., situated at Inmulnerva
Village, Kothur Mandal, r/o. H.no.1-25/1, Inmulnerva village,
Kothur Mandal, Ranga Reddy district.

.... Petitioner

and

The State of Telangana, rep. by its Principal Secretary,
Minority Welfare Department, Secretariat Buildings,
Hyderabad district and others.

.... Respondents



This court made the following :

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ORDER :

Petitioner claims that he was awarded contract in respect of 17 offering items of the subject institution w.e.f. 30.06.2017 to 29.06.2018. However, petitioner has grievance on inordinate delay in handing over all the items immediately and delay caused hardship and suffering to the petitioner. The same fact is known to the respondents Wakf Board. In view of delay caused in handing over all items in terms of contract awarded and as petitioner was unable to execute the contract of all items for the entire contract period, petitioner claimed that he is entitled for renewal of lease and that such renewal should be granted to him as a matter of course. By stating so, petitioner claims to have submitted representation to the Chief Executive Officer of the Wakf Board on 03.04.2018 and alleging inaction on the said representation, this writ petition is filed.

2. Heard Sri S.M.Subhani, learned counsel for petitioner, learned Government Pleader for Social Welfare (TG) for respondent no.1 and Sri Farahan Azam Khamm, learned Standing Counsel for respondent no.2.

3. The competency of Wakf Board to award lease / license or renewal is covered by Section 56 (3) of the Wakf Act, 1995. In exercise of power vested under the Act, 'the Wakf Properties Lease Rules 2014,' (Rules, 2014) are notified. According to Rule 18 of the Rules, 2014, no lease agreement should contain a clause providing for automatic renewal and Board should, while renewing the lease, give preference to the present lessee if such lessee participates in the bid and matches the highest bid. In other words, there is no automatic renewal of lease to any lessee even if the lessee has any grievance in terms of enforcement of contract. The claim of petitioner that he should be granted lease is not supported by provisions of Rules and contrary to the Rules, no decision can be taken by the Board. Therefore, relief as sought for cannot be granted.

However, in view of provision contained in Rule 18 of Rules, 2014, it is also open to petitioner to participate in the tender process and can offer to match the highest bid. Thus, leaving it open to petitioner to participate in the tender process as and when called and can request the Board for grant of renewal by matching the highest bid amount, Writ Petition is disposed of. It is always open to petitioner to work out his remedies if he has any grievance in enforcement of terms of contract for the existing lease period.

Pending miscellaneous petitions shall stand closed. There shall be no order as to costs.

JUSTICE P.NAVEEN RAO

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