

THE HON'BLE SRI JUSTICE A.RAJASHEKER REDDY

WRIT PETITION No.20035 OF 2018

ORDER:

This writ petition is filed assailing the proceedings dated 09-05-2018 passed by the 2nd respondent wherein and whereby the petitioner, who is stated to be running a petrol bunk under the name and style 'sree srinivasa enterprises' was asked to remove the structures and restore the land to its original condition to the respondent-Corporation within one month from the date of the order to enable the 2nd respondent to surrender the vacant and peaceful possession of the land to its owner in compliance of the order passed by this Court in SA No.1439 of 2017, dated 22-12-2017.

2. Learned counsel for the petitioner strenuously contends that the suit filed by the owner of the land in question, where the petrol bunk is being run by the petitioner, is filed against the respondent-HPCL without making the petitioner as a party therein and, therefore, the judgment and decree in suit OS No.5 of 2012 as confirmed by the lower appellate Court in AS No.16 of 2015 and this Court in SA No.1439 of 2017 is not binding on him.

3. Sri B. Mayur Reddy, learned standing counsel for the respondents, on the other hand, submits that the impugned notice issued to the petitioner is in compliance of the judgment decree order of this Court in SA No.1439 of 2017. It is also stated by the learned counsel that the lease between the respondent-Corporation and the land owner, in respect of the land in question, where the petrol bunk is being run by the petitioner expired by 18-11-2000 and the contention of the respondent-Corporation that it has a lease for a period of 30 years on oral assurance of the mother of the plaintiff in the suit is disbelieved by the Courts all through including this Court and an observation was made that by virtue of Section 107 of the Transfer of Property Act, 1882, a lease of immovable property from year-to-year or for any term exceeding one year, can be made only by a registered instrument and there is no extension of lease after 18-11-2000 by the land owner, muchless a registered lease deed.

4. It is to be seen that the petitioner is a dealer appointed by the 1st respondent. Petitioner's grievance is that he has invested huge amounts for effective running the petrol bunk in a smooth way and the impugned order to remove the infrastructure and handover possession

cause loss to him. But, it is to be seen that the petitioner cannot have more premium over the land owner than the respondent-Corporation which is a lessee of the land owner as the petitioner is only a dealer of the respondent-Corporation. On merits, in the suit filed by the land owner against the respondent-Corporation, the Courts below including this Court concurrently held against the respondent-Corporation and directed to respondent-Corporation to vacate the premises in question. In second appeal at the request of the counsel for the respondent-Corporation this Court granted six months time to vacate and hand over possession, and the impugned notice issued to the petitioner, who is a dealer of 1st respondent-Corporation, is in compliance of the judgment of the this Court in SA No.1439 of 2017.

5. Even otherwise, on facts, this Court is not inclined to interdict with the impugned notice in the absence of violation of any vested right of the petitioner, except pleading equity. The petitioner has already filed EA No.105 of 2018 in EP No.28 of 2015 in OS No.5 of 2012 to declare his rights over the land in question and the petitioner can work out his rights, if any in the said proceedings.

6. In the circumstances, the writ petition is meritless and it is accordingly dismissed. No order as to costs. Miscellaneous petitions, if any, pending in this writ petition shall stand closed.

A.RAJASHEKER REDDY, J

Dated: 14-06-2018
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