

**HON'BLE THE CHIEF JUSTICE
SRI THOTTATHIL B. RADHAKRISHNAN**

AND

HON'BLE SRI JUSTICE S.V. BHATT

WRIT APPEAL Nos.1375 and 1378 OF 2018

COMMON JUDGMENT: (Per Hon'ble The Chief Justice Sri Thottathil B. Radhakrishnan)

These two writ appeals arise from a common judgment rendered in two writ petitions i.e., W.P.Nos.16569 and 17136 of 2018.

2. Syed Abdul Moiz and V. Srinivas, who are the petitioners in W.P.No.17136 of 2018, were allotted two different shops on licence basis in Karimnagar Bus Station Building under the control of the Telangana State Road Transport Corporation (for short, 'the Corporation') on 20.04.2015 and 10.01.2018 respectively. V.M. Satish, the petitioner in W.P.No.16569 of 2018, was granted similar licence for four shop rooms from 2014, 2016 and 2017 onwards.

3. All the aforesaid persons were issued with similarly worded notices terminating the respective licences and requiring them to deliver possession. Those notices refer to similarly worded clause in the licence deed under which the licensor had reserved the right to terminate the licence by giving one month's notice in case the premises are required by the licensor for public usage or for the use of the licensor. The writ petitions filed challenging those notices for termination of licence were dismissed by the learned Single Judge. Hence, these writ appeals.

4. We have heard the learned counsel for the appellants-writ petitioners quite in extenso. He argued that the learned Single Judge has misconstrued the pleadings of the parties and had carved out something which could be termed as a defence which was not raised by the licensor Corporation. The plea in that regard is that the learned Single Judge had essentially agreed with the petitioners' contention that the Divisional Manager of the Corporation did not have the power to terminate the licence and issuance of notice through that authority was without jurisdiction, while, according to the petitioners, such authority vests with the Regional Manager. The second plea is that there is no factual foundation at all to invoke the termination clause in the licence. The third plea is that the licence has been proposed to be terminated without giving a prior show cause notice, thereby depriving the petitioners of an opportunity of pre-decisional hearing. It is further argued by the learned counsel for the appellants that during the proceedings, it was brought to the notice of the learned Single Judge, through applications, that other premises are available and therefore, the learned Single Judge ought to have considered issuing a direction for alternate accommodation. It is also argued by the learned counsel for the appellants that having regard to the proximity of the decision to restructure the bus stand building and the grant of licence to at least one among the petitioners, it can be easily seen that the proposal to terminate the licence is a colourable exercise of power and is guided by *malice* and *mala fide*.

5. Per contra, the learned Senior Counsel appearing for the Corporation made reference to the materials referred to by the learned Single Judge and the material papers presented on behalf of the Corporation before the learned Single Judge. It is argued that the learned Single Judge had noted the files and after perusing them, had concluded that there was no reason to hold that issuance of notice of termination is unfounded. He also pointed out that the decision to restructure certain portions of the bus stand and further action on such decision is an ongoing process while grant of licence was relatable to earlier competitive bids and therefore, the mere proximity of any such events cannot lead to any conclusion of colourable exercise of power in the matter of the proposal to issue the notice of termination of licence.

6. We have considered the contents of the termination notices, which are impugned in the writ petitions. They state that the Government of Telangana has decided to develop Karimnagar as a Smart City and in tune with the decision of the State Government, it has been decided by the Corporation to renovate and modernize Karimnagar Bus Station so as to provide better amenities to the passengers. It is also stated that as part of the renovation work, some of the pucca stalls are to be dismantled and the open spaces which were let out are to be vacated so as to provide wider space for free movement of the passengers. The identity of the stall occupied by each of the writ petitioners is clearly mentioned in the respective notices. Thereupon, they are told through those notices that such stalls are among other stalls fall in the area where

renovation works are to be carried out. It is on that reason that the respective stalls occupied by each of the writ petitioners were demonstrated to be required by the Corporation for the purpose of renovation and modernization of bus station. Hence, the Corporation invoked the termination clause in the licence deed.

7. The materials on record, as noticed by the learned Single Judge, clearly disclose that the Government of Telangana had decided to develop Karimnagar as a Smart City and in tune with the said decision, the Corporation had decided to carryout modernization and changes in the Karimnagar Bus Station to cater the needs of the public at large.

8. The appellants/petitioners, quite rightly, do not dispute the fact that the Karimnagar Bus Station modernization is the requirement in furtherance of the decision of the Government of Telangana to develop Karimnagar as a Smart City. The issue therefore would be as to whether on such premise, the Corporation as a licensor can be criticized for having abused its power to terminate the licence invoking the termination clause.

9. As already noted, what is reserved by the licensor is the right to terminate the licence by giving one month's notice in case the premises are required by the licensor for public usage or for the use of the licensor. The public use that is projected by the Corporation is to provide free space to facilitate appropriate movement of commuters within the bus station. That itself is one use of the premises of the

licensor to the optimum availability. This is how the Road Transport Corporations have to discharge their duties and responsibilities in terms of the provisions of the Road Transport Corporations Act, 1950. Keeping this in view, when we examine the contents of the terminative notices qua the sequence of events, we are unable to decipher that there is any arbitrary or *mala fide* exercise of power which can be treated as colourable exercise of power to terminate the licences. Equally, the termination of licence is to modernize and renovate the bus station, which is in conformity of terms of the licence under which the licensor had put upon itself certain responsibility and conditions for invoking the power to terminate the licence.

10. On the facts and circumstances of the case in hand, the Corporation has clearly demonstrated its fair application of mind to the fact situation and in having arrived at the decision that the premises in occupation of the writ petitioners are required by the licensor Corporation for public usage and for the use of the Corporation to carryout its statutory and public duties. We therefore do not find any legal infirmity or the jurisdictional error in the impugned judgment of the learned Single Judge having refused to interfere with the impugned notice in exercise of the authority under Article 226 of the Constitution.

11. Having arrived at what we have stated above, it is unnecessary for us to perceive any probable concept as regards the contents of the impugned judgment of the learned Single Judge on the reasoning process. The appellate visit is not to be merely on the reasoning of the

learned Single Judge when independent consideration has led us to the due decision on facts.

12. This takes us to the plea of the writ petitioners that they may be given an opportunity for alternate accommodation. We think that on the totality of the facts and circumstances at least one among the writ petitioners, namely, V. Srinivas had his contract commenced just at the beginning of 2018. Therefore, while we decline to entertain any of the claims in these writ appeals, including in that regard, we leave it open to him to seek indulgence of the Corporation in any mode that would be permissible in law. Subject to that, these writ appeals fail.

13. In the result, these writ appeals are dismissed.

14. On pronouncement of this judgment, the learned counsel for the appellants sought for a short time frame for his clients to vacate the premises concerned. The appellants are granted a period of four weeks from today to vacate the premises.

As a sequel thereto, Miscellaneous Applications, if any, pending in these Writ Appeals, also stand dismissed. There shall be no order as to costs.

THOTTATHIL B. RADHAKRISHNAN, CJ

S.V. BHATT, J

Date: 22.10.2018

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