

THE HON'BLE SRI JUSTICE CHALLA KODANDA RAM

WRIT PETITION No. 41788 of 2017

ORDER :

The petitioners question the action of the respondents in threatening to evict them from their respective stall Nos. 46-A, 66, 4 & 4-A and STD booth of Rythu Bazar, Gudivada without issuing any notice.

The case of the petitioners is that they were allotted the space for carrying out their respective business in Rythu Bazar, Gudivada, Krishna District and were granted licence for one year from October 2011 to 2012. Thereafter, the same was extended for three years i.e. up to 2014, orally. In 2014, when the respondents tried to evict the petitioners, at their request, they were allowed to continue till date. However, in December 2017, it is the complaint of the petitioners that, all of a sudden, the respondents dispossessed / trying to dispossess them from the stalls. Hence, this Writ Petition.

A counter-affidavit has been filed by the 4th respondent refuting the allegations. It has been asserted that the petitioners do not have any vested right to continue beyond the period granted and the allotment order itself indicates that the shops are being granted for a limited period and as and when the farmers require stalls, they shall be allotted to them depending on the demand. Though, initially, there was no demand from the farmers, as on date, number of farmers are waiting for allotment to carry out their business. Keeping in view the purpose for which the Rythu Bazars are established and there being no right in the petitioners to continue their business in the said premises, it is prayed that the Writ Petition is liable to be dismissed.

Heard learned counsel for the petitioners as well as learned Government Pleader for Agriculture (Andhra Pradesh).

The facts are not in dispute. As a matter of fact, the proceedings, dated 01.11.2011 filed by the petitioners itself indicates that initially, the licenses were granted for a period of one year, valid up to 13.06.2011 and thereafter, the same were extended up to 30.06.2012. Though no proceedings were issued extending the lease period, the petitioners were allowed to carry on their business as petty vendors, selling of provisions and to run STD booths, etcetera. Merely because the petitioners had paid the advance rent, that by itself does not confer any right on them, especially when it is an admitted fact that they were granted licences for a limited period. Apt to note here that in the very proceedings, dated 01.11.2011 filed by the petitioners, it has been observed as under:

“ Further, they are hereby informed that renewal of the stall is considered subject to the following conditions:

- 1) They can be continued only till the demand from farmers, who are entering into Rythu Bazar.
- 2) No further renewal can be considered to them, in future.
- 3) As and when demand received from farmers, the Estate Officer may be instructed to submit necessary proposals to the Joint Collector, Krishna for cancellation of the said stall.
- 4) The person who was allotted the stall should run the stall OR ELSE, the Estate Officer is instructed to submit necessary proposals to the Joint Collector, Krishna for the cancellation of the stall.”

It is brought to the notice of this Court that in similar circumstances, dealing with the Rythu Bazars situated at Rajahmundry, this Court in Writ Petition No. 32951 of 2013, had categorically held that there being no vested right, no *mandamus* can be issued. However, in the said case, the learned Judge allowed the petitioners therein to continue till the new allotments

are made. Unfortunately, similar facility cannot be extended in the present case, as it is categorically asserted and it is also not in dispute that the petitioners were sought to be vacated in December 2017 i.e. before filing the Writ Petition. Further, the allotments are governed by the procedure prescribed under G.O. Ms. No. 29, Agriculture and Cooperation (AM.IV) Department, dated 16.02.2012, which does not permit granting of permanent licences.

Hence, the case of the petitioners does not merit any consideration and in those circumstances, the Writ Petition is dismissed. It is, however, made clear that any of the articles, furniture etcetera which have been seized by the respondents and the advance rent, if any paid shall be returned to the petitioners. No costs.

Consequently, the miscellaneous Applications, if any shall stand closed.

22nd January 2018

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CHALLA KODANDA RAM, J