

THE HONOURABLE SRI JUSTICE P.NAVEEN RAO

WRIT PETITION No.917 OF 2019

DATED :24.01.2019

Between :

B. Venkat S/o.B.Chandraiah,
Aged about 35 yrs, Occu : Business,
R/o.H.No.1-5-155/6/C, II Floor,
New Maruthi Nagar,
Beside New Maruthi Nagar Community Hall,
Kothapet, Ranga Reddy District.

..

Petitioner

And

The State of Telangana,
Rep., by its Secretary,
Social Welfare Department,
Secretariat, Hyderabad & others.

..

Respondents

This court made the following :

THE HONOURABLE SRI JUSTICE P.NAVEEN RAO

WRIT PETITION No.917 OF 2019

ORDER :

Heard learned counsel for the petitioner, learned Government Pleader for Social Welfare for 1st respondent and Sri A.Madhava Rao, learned Standing counsel for respondents 2 and 3.

2. Petitioner obtained sub-lease from the 4th respondent, who was allotted shop bearing No.1, belonging to 2nd & 3rd respondents. Petitioner now alleges that respondents 2 and 3 are forcibly evicting him though an injunction order was granted by the competent Court against the 4th respondent and that petitioner is paying rents of the subject premises for the last more than eleven years.

3. Learned Standing counsel produced copy of the lease deed granted in favour of the 4th respondent on 08.08.1998. According to learned Standing counsel, as per clause (4) of the terms and conditions of the lease, sub-lease cannot be granted by the lessee and in such a case, the Corporation can cancel the lease assigned and evict the occupant. Having come to know that such sub-leases were granted by the lessees, on 27.11.2018 notices were issued to the lessees to ensure eviction of sub-lease holders otherwise lease would be cancelled. This writ petition is filed by the petitioner, at this stage, having clear knowledge that sub-lease is prohibited, he cannot be in occupation of subject shop and he has to vacate the shop.

4. Since, lease granted to the petitioner stipulates the condition that no sub-lease can be granted, whereas, admittedly,

petitioner is sub-lessee of the lease holder, the sub-lease granted to the petitioner is not valid. Therefore, the steps taken by the respondent-Corporation by issuing notice to lease holder on 27.11.2018 cannot be faulted.

5. The said facts are not mentioned in the affidavit filed in support of the writ petition and sought innocuous prayer, as if respondents 2 and 3 are interfering with the possession and enjoyment of the petitioner's property. Further to pre-empt any eviction, petitioner himself filed O.S.No.679 of 2018 on the file of Principal Junior Civil Judge, Ranga Reddy District and obtained injunction order against the 4th respondent herein, as if he was to evict the petitioner from the subject premises, whereas the fact of the matter is 4th respondent was asked to terminate the sub-lease and evict the sub-lease holder or to face penal consequences.

6. Having regard to Clause (4) of the terms of lease, I do not see any error in the steps taken by the respondent-authorities in directing the lease holders to evict the sub-lease holders, as granting of sub-lease is prohibited, this Court is not inclined to entertain the writ petition.

7. Accordingly, the Writ Petition is dismissed. It is needless to observe that notwithstanding the *inter se* pending suit between the petitioner and 4th respondent and injunction order granted in accordance with the terms of lease, it is open to the respondent-Corporation, to take appropriate action as warranted by law. Pending miscellaneous petitions shall stand closed.

P.NAVEEN RAO,J

24th January, 2019
Rds