

HON'BLE SRI JUSTICE A.RAJASHEKER REDDY

WRIT PETITION No.17135 of 2019

ORDER:

This Writ Petition is filed challenging the e-tender notification dated 29.06.2019 for the allotment of Kalyana Mandapam, to the other persons, as illegal and arbitrary and consequently to direct the 2nd respondent to cancel the same.

Heard learned counsel for the petitioner, Sri B.Mayur Reddy, learned Standing Counsel for the respondents.

Learned counsel for the petitioner submits that the petitioner is having licence to run the Kalyana Mandapam belongs to the respondents Corporation up to the year 2021 and petitioner was paying rents regularly. Due to health problems and slackness in the business, he could not pay some instalments, as such, he was issued show-cause notice and subsequently, termination order was passed on 11.03.2019. He submits that after termination order was passed, petitioner paid certain amounts, which were received by the respondents Corporation. He further submits that in spite of receiving the arrears, the respondent Corporation issued the impugned notification, which is illegal. He further submits that the petitioner paid security deposit amount i.e., Rs.7,90,158/-, lying with the respondents Corporation, which could have been adjusted towards dues, instead of terminating the contract.

On the other hand, Sri B.Mayur Reddy, learned Standing Counsel for the respondents Corporation submits that though the petitioner was issued show-cause notice, there is no response from the petitioner, as such, impugned termination order was passed in accordance with the clause 19(1) of the Agreement and same cannot be faulted. He submits that any amount paid after termination order cannot revive the agreement. As the petitioner failed to respond to the show-cause notice, impugned termination order was passed, which is strictly in terms of the agreement between the petitioner and the respondents Corporation.

In this case, it is to be seen that admittedly, petitioner was issued show-cause notice before passing the impugned order of termination. Even according to the petitioner, petitioner was in arrears of amounts towards licence fee. But it is the specific contention of the petitioner that he paid entire amount, before impugned order is passed. The petitioner could have utilised the facility when he was issued show-cause notice, by paying arrears of licence fee, before passing the impugned termination order. When once the impugned termination order is passed, strictly in terms of the agreement between the petitioner and the respondents, the same cannot be faulted. Even the learned counsel for the petitioner is not disputing the power of the respondents Corporation to terminate the contract in terms of the agreement. Learned counsel for the petitioner pleads hardship in not paying arrears. When once the action of the respondents is in

terms of the agreement, which is not disputed by the petitioner, petitioner cannot get any relief.

However, learned counsel for the petitioner submits that still the security deposit of the petitioner is lying with the respondents Corporation, learned Standing Counsel states that after adjusting the dues, the balance amount will be returned to the petitioner.

In view of above facts and circumstances, this Writ Petition is disposed of directing the respondents Corporation to refund the balance security amount to the petitioner, after adjusting the dues, if any, payable to the respondents Corporation.

There shall be no order as to costs. As a sequel thereto, miscellaneous petitions, if any, pending in this Writ Petition shall stand dismissed.

A.RAJASHEKER REDDY,J

09-08-2019
kvs

HON'BLE SRI JUSTICE A.RAJASHEKER REDDY

WRIT PETITION No.17135 of 2019

Date: 09.08.2019

kvs

