

THE HON'BLE SRI JUSTICE CHALLA KODANDA RAM

WRIT PETITION No. 43249 OF 2018

ORDER :

Notice dated 06.11.2018 demanding the petitioner to pay Rs.43,94,816/- towards outstanding interest on time barred and waived claims is challenged in this Writ Petition.

Heard learned counsel for the petitioner as well as learned Standing Counsel for RTC.

Pursuant to the notification issued by the respondent Corporation calling for tenders to construct a wayside facility with Motel-cum-Restaurant on Build-operate and transfer basis on its property situated at Kondamallepally Old Bus Station premises bearing H.No. 3-2 in Survey Nos. 97 and 205 in Block 3 admeasuring Ac.0.25 guntas at Kondamallepally Village, Devarakonda Mandal, Nalgonda District, the petitioner participated in the tender process and his tender was accepted and lease was entered for 20 years from 01.12.1999 to 30.11.2019. The lease agreement was registered on 15.01.2013. In terms of the lease, the petitioner was given certain rights under which, it is submitted, he had made constructions and has been in the enjoyment of the property from 2002. It is his case that though the lease was to commence from 01.12.1999, as a matter of fact, on account of certain litigation from 3rd parties, effectively, the petitioner could enter into the property only in April 2002 and as such, he is entitled for extension of the lease for the corresponding period. In this Writ Petition, the petitioner basically challenged the letter dated 06.11.2018 which demanded him to

pay a sum of Rs.43,94,816/-, the amounts alleged to be due in terms of the conditions of the lease.

While the petitioner asserts that the respondent – Corporation is not entitled to demand the amounts, the learned Standing Counsel for the respondent Corporation, questioning the very maintainability of the Writ Petition itself, would submit that the amounts demanded were strictly in terms of the lease agreement entered into in 2013. The learned Standing Counsel also disputes the claim of the petitioner that he was unable to enjoy the property for want of knowledge about the pendency of the suit, etcetera. According to him, as the Writ Petition is not maintainable, the petitioner is required to seek appropriate remedial measures, if any, in accordance with law.

Having considered the respective submissions, in view of the fact that any opinion that may be expressed by this Court may prejudice either of the party's rights and also considering the fact that there is lease agreement entered into between the petitioner and the respondents, in terms of Clause 34 of which, the authority to consider the disputes of this nature vests with the Vice-Chairman and Managing Director of the respondent Corporation, the petitioner is given liberty to approach, within four weeks from the date of receipt of a copy of this order, the Vice-Chairman and Managing Director, who, within eight weeks thereafter, shall consider the same in accordance with the terms of the lease agreement and also in accordance with law.

It is made clear, if the petitioner is entitled for any remission, it will be for the respondent Corporation to consider his

claim, as this Court *vide* order dated 29.11.2019, directed the petitioner to deposit Rs.9,34,342/-, which, according to him, has been complied with. The respondent Corporation shall take into consideration the same while settling the claims with the petitioner.

The Writ Petition is accordingly, disposed of. No costs.

The miscellaneous Applications, if any shall stand closed.

CHALLA KODANDA RAM, J

30th December 2019

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