

THE HON'BLE SRI JUSTICE T. AMARNATH GOUD

WRIT PETITION No.21302 OF 2020,
WRIT PETITION No.21329 OF 2020,
WRIT PETITION No.22170 OF 2020,
WRIT PETITION No.23051 OF 2020,
WRIT PETITION No.169 OF 2021,
WRIT PETITION No.7130 OF 2021

COMMON ORDER:

Since the subject matter involved in all the writ petitions is one and the same, these writ petitions are disposed of by way of common order.

Heard learned counsel for the petitioners, learned Government Pleader for Endowments and Sri Jaganmohan Reddy Kotha, learned Standing counsel for the respondent temple.

The petitioners are conducting businesses in their respective premises in the respondent temple under lease, which has been conferred on them in pursuance of the tender notification and the lease came in to effect from 01.01.2020 to 31.12.2020. In view of the COVID-19 pandemic and lockdown the petitioners could not conduct their businesses and also sustained loss. The respondent temple initiated steps to call for tenders by way of public auction for the period from 01.01.2021 to 31.12.2021. Aggrieved by the said action of the respondent temple, the petitioners approached the respondent temple officials and also filed writ petitions before

this Court and sought for extension of their lease beyond lease period in view of loss sustained due to COVID-19 pandemic and lock down. In view of the conditional orders were passed on various occasions, the petitioners are continuing in their respective premises and doing their respective businesses.

Learned standing counsel for the 6th respondent submitted that the respondent temple is facing financial crisis since the petitioners were not paying the lease amount from 01.01.2020 and sought for dismissing the writ petitions by filing respective counters. Unfortunately, the Government has not acted upon the grievances of the petitioners and similarly placed persons, keeping the development of the temple.

Admittedly, the lease period came to an end by 31.12.2020 and the petitioners are not having any right to claim extension of lease period in their respective premises beyond 31.12.2020 and continuing in the said respective premises by the petitioners is unauthorized. The petitioners relied on Rules 3 and 4 of the Andhra Pradesh Charitable and Hindu Religious Institutions and [Endowments Act](#), 1987 (for short 'the Act') that they are entitled to continue in the respective premises beyond lease period.

On the other hand, learned Government Pleader relied on Rule 15 of the Act and submitted that the petitioners are

not entitled to continue in the premises beyond lease period and they cannot seek any benefit in view of COVID 19 pandemic as they have not been given any protection under the tender conditions or in the lease document.

During arguments, learned counsel for petitioners, upon instructions, made a proposal that the petitioners were holding lease from 01.01.2020 to 31.12.2020 and by virtue of interim orders from this Court and due to indulgence of the Government, the petitioners are continuing in their respective businesses beyond the lease period i.e. from 01.01.2021 onwards. The petitioners undertook that they shall not seek any further extension beyond 31.12.2021. Since the petitioners are not in a position to conduct their business properly due to COVID 19 pandemic and that they intend to continue the same till 31.12.2021 by clearing all the arrears of lease period ending by 31.12.2020. It is also submitted that they would pay the same lease amount for the lease year 01.01.2021 to 31.12.2021. Any amounts paid from 01.01.2020 till date shall be accounted towards their lease and balance shall be paid at the earliest and would continue to pay the lease amount as per terms and conditions before 31.12.2021.

This Court considered the said proposal and in view of the undertaking and also in view of the prevailing pandemic

situation, the respondents are directed to permit the petitioners to conduct their businesses from 01.01.2021 to 31.12.2021 subject to the condition that the petitioners shall clear the lease amounts due within two months from today and further continue to pay regularly the lease amount as per the terms and conditions. The respondents are at liberty to collect the lease amount for the year 01.01.2020 to 31.12.2020 and also for the year 01.01.2021 to 31.12.2021. In the event, if the petitioners failed to pay the amounts due, the respondents are at liberty to evict them from the existing premises. The respondent temple authorities are at liberty to proceed with the tenders from 01.01.2022 onwards.

With the above observations, these writ petitions are disposed of. There shall be no order as to costs.

Miscellaneous petitions pending, if any, shall stand closed.

T. AMARNATH GOUD, J.

Date: 18-06-2021.

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