

THE HON'BLE SRI JUSTICE A. ABHISHEK REDDY

WRIT PETITION No.25180 of 2022

ORDER:

Questioning the action of the respondent No.2 – Divisional Manager, Telangana State Road Transport Corporation, Hyderabad, in passing the termination order dated 27.05.2022 terminating the license of the petitioner without issuing any prior notice to the petitioner, the petitioner has filed the present Writ Petition.

On earlier occasion, when the respondent No.2 issued proceedings as advance notice for terminating the licenses of the petitioner herein and others, the petitioner herein along with others approached this Court by way of filing Writ Petition No.20058 of 2022, in which, this Court has passed the order dated 21.04.2022 in I.A.No.1 of 2022, the operative portion of which reads as under:

“Having regard to the fact that the services of the respondent Corporation were affected in view of COVID-19 pandemic, there shall be interim suspension of the impugned notices dated

19.03.2022 issued to the petitioner Nos.1 to 4, 6 and 7 and dated 21.03.2022 to the petitioner No.5 subject to the petitioner Nos.1 and 3 to 7 paying 50% of the license fee for the month of January, 2022, and the petitioner No.2 for the months of December, 2021 and January, 2022, within a period of four (4) weeks from today, and also the petitioner spaying the entire license fee for the months of February and March, 2022, and the petitioner No.5 paying GST for the months of July, August and December, 2021, within a period of six (6) weeks from today. In case the petitioners commit any default in payment of the same, the present interim order granted stands automatically vacated and the respondent Corporation is free to take necessary action. The petitioners shall continue to pay the monthly license fee as per the terms and conditions of their respective agreements.”

That the petitioner herein has been arrayed as petitioner No.4 in the above mentioned Writ Petition No.20058 of 2022.

Learned counsel for the petitioner has stated that though the petitioner has paid the entire license fee for the month of January, 2022, as per the order dated 21.04.2022 passed by this Court in I.A.No.1 of 2022 in Writ Petition No.20058 of 2022, the petitioner was obligated to pay only 50% of the license fee for the month of January, 2022. Therefore, the excess amount paid by the petitioner has to be adjusted for the amount payable for the month of March, 2022. The learned

counsel has stated that even though the petitioner has given a representation dated 12.05.2022 to the respondent No.2 for adjusting the full amount of license fee paid for the month of January, 2022, towards the license fee for the month of February, 2022, the respondent No.2 without taking any action on the petitioner's representation dated 12.05.2022, has passed the impugned termination order dated 27.05.2022 without putting the petitioner on notice or giving him an opportunity of hearing, therefore, the impugned termination order dated 27.05.2022 is not only contrary to the order dated 21.04.2022 passed by this Court in I.A.No.1 of 2022 in Writ Petition No.20058 of 2022 but also opposed to the principles of natural justice.

Per contra, the learned Standing Counsel has stated that the petitioner has not complied with the order dated 21.04.2022 passed by this Court in I.A.No.1 of 2022 in Writ Petition No.20058 of 2022. That the petitioner has paid only half of the amount of license fee for the month of March,

2022, and has not paid the other charges like GST, maintenance, electricity and water charges. That even if the contention of the learned counsel for the petitioner that as per the order dated 21.04.2022 passed by this Court in I.A.No.1 of 2022 in Writ Petition No.20058 of 2022, balance 50% payable for the month of March, 2022, has to be adjusted from the entire license fee paid for the month of January, 2022, is taken into consideration, yet, the petitioner is due approximately Rs.95,000/- towards GST, electricity, maintenance and water charges for the three months i.e., January to March, 2022. That insofar as the license fee for the months of April and May, 2022 are concerned, the petitioner is due an amount of Rs.7,752/- for the month of April, 2022 and the entire license fee for the month of May, 2022. That the petitioner is obligated to pay the monthly license fee including the GST, maintenance, electricity and water charges by the 10th date of every month, but, the petitioner for one reason or the other is delaying the payment of the said amount within the due date.

That the respondent Corporation cannot keep on issuing the notices of termination for the lapses committed by the petitioner and therefore, the learned Standing Counsel has prayed this Court to dismiss the present Writ Petition.

When the matter came up for admission on 14.06.2022, this Court has directed the learned Standing Counsel to get instructions as to the total amount paid by the petitioner for the months of January, February and March, 2022, and also for the subsequent month. Today, when the matter is taken up, the learned Standing Counsel has produced before this Court the due statement of account of Stall No.34, pertaining to the petitioner, for the period from 08.04.2021 to 27.05.2022, a perusal of which shows that the petitioner has paid the entire license fee for the month of January, 2022, full amount of license fee for the month of February, 2022, and only half of the license fee for the month of March, 2022. As per the directions issued by this Court in the order dated 21.04.2022 in I.A.No.1 of 2022 in Writ Petition No.20058 of 2022, the

petitioner was obligated to pay only 50% of the license fee for the month of January, 2022. If the excess amount paid by the petitioner is adjusted towards the license fee for the month of March, 2022, there will not be any balance sum payable by the petitioner and therefore, the question of defaulting to pay the license fee for the month of March, 2022, does not arise. It is no doubt true that the petitioner is due some amounts towards maintenance, electricity, water charges and GST for the above three (3) months. The learned counsel for the petitioner has fairly stated that the petitioner is willing to pay the above entire due amounts for the months of January to March, 2022 as well as the due amount for the month of April, 2022.

In view of the above, the impugned termination order dated 27.05.2022 passed by the respondent No.2 is hereby set aside subject to the condition that the petitioner clears the due amount of approximately Rs.95,000/- towards water, electricity, maintenance charges and GST for the months of January, February and March, 2022, within a period of two (2)

weeks from the date of receipt of a copy of this order, and the balance amount of Rs.7,752/- payable for the month of April, 2022, and the entire license fee together with the electricity, water, maintenance charges and GST etc., for the month of May, 2022, within a period of four (4) weeks thereafter. It is made clear that the petitioner shall continue to pay the future monthly license fee along with the water, electricity, maintenance charges and GST etc., as per the terms and conditions stipulated in the license agreement.

With the above, this Writ Petition is allowed.

Miscellaneous applications, if any pending, shall stand closed. There shall be no order as to costs.

A. ABHISHEK REDDY, J

16th JUNE, 2022.

Note: issue c.c. today.

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