Date of reserved for orders : 22.09.2026
Date of pronouncement : 29.10.2026
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APHC010363162026

IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATI **[3457]**
(Special Original Jurisdiction)

THURSDAY, THE 29th DAY OF OCTOBER 2026

PRESENT

THE HONOURABLE SRI JUSTICE HARINATH.N

WRIT PETITION NO: 19623/2026

Between:

1. TADIVALASA NAGESWARA RAO, , S/O KANNA RAO, AGED ABOUT 48 YEARS, R/O 2-87, MALLAMPETA R.S, BOBBILI MUNICIPALITY, VIZIANAGARAM DISTRICT

...PETITIONER

AND

1. THE STATE OF ANDHRA PRADESH, COOPERATION DEPARTMENT, SECRETARIAT BUILDING, VELAGAPUDI, AMARAVATI, GUNTUR DISTRICT, A.P - 522238 REP. BY ITS PRINCIPAL SECRETARY
2. THE VIZIANAGARAM DISTRICT COOPERATIVE MARKETING SOCIETY LIMITED, NO. M-425, HEAD POST OFFICE, TOMALAMANDIRAM (DOMALA MANDIRAM) VIZIANAGARAM-535002, VIZIANAGARAM DISTRICT, A.P REP BY PERSON-IN-CHARGE
3. THE ASSISTANT REGISTRAR/BUSINESS MANAGER, VIZIANAGARAM DISTRICT COOPERATIVE MARKETING SOCIETY LIMITED, NO. M-425, HEAD POST OFFICE, TOMALAMANDIRAM (DOMALA MANDIRAM) VIZIANAGARAM- 535002, VIZIANAGARAM DISTRICT, A.P

...RESPONDENT(S):

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the affidavit filed therewith, the High Court may be pleased tomay be pleased to issue a writ of mandamus or any other appropriate writ or direction declaring 1) Notice dated 03.06.2026 issued by the 3rd respondent and 2) Notice No. 2 dated 15.06.2026 issued by the 3rd respondent directing the petitioner to vacate the shop premises to an extent of 9 x 50 sq.ft, DCMS Site, Raja College Road, Bobbin, Vizianagaram District and to handover possession to them as being illegal, arbitrary, discriminatory, unjust, against the principles of natural justice and violative of Articles 14 and 21 of the Constitution of India and set aside the same and consequently direct the respondents No.2 and 3 not to dispossess the petitioner from shop premises to an extent of 9 x 50 sq.ft situated at DCMS Site, Raja College Road, Bobbin, Vizianagaram District and pass such may be pleased to issue a writ of mandamus or any other appropriate writ or direction declaring 1)

Notice dated 03.06.2026 issued by the 3rd respondent and 2) Notice No. 2 dated 15.06.2026 issued by the 3rd respondent directing the petitioner to vacate the shop premises to an extent of 9 x 50 sq.ft, DCMS Site, Raja College Road, Bobbin, Vizianagaram District and to handover possession to them as being illegal, arbitrary, discriminatory, unjust, against the principles of natural justice and violative of Articles 14 and 21 of the Constitution of India and set aside the same and consequently direct the respondents No.2 and 3 not to dispossess the petitioner from shop premises to an extent of 9 x 50 sq.ft situated at DCMS Site, Raja College Road, Bobbili, Vizianagaram District and pass such

IA NO: 1 OF 2026

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased may be pleased to grant stay of all further proceedings including dispossession of petitioner from the shop premises to an extent of 9 x 50 sq.ft situated at DCMS Site, Raja College Road, Bobbili, Vizianagaram District in pursuance of the Notice dated 03.06.2026 and Notice No. 2 dated 15.06.2026 issued by the 3rd respondent, pending disposal of the writ petition.

IA NO: 2 OF 2026

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased May be pleased to vacate the interim order dt 22.07.2026 in I.A.No. 1 of 2026 in W.P.No.19623 of 2026 and dismiss the writ petition and pass

Counsel for the Petitioner:

1. TADDI NAGESWARA RAO

Counsel for the Respondent(S):

1. T V SRI DEVI
2. GP FOR COOPERATION

The Court made the following:

THE HONOURABLE SRI JUSTICE HARINATH.N

WRIT PETITION No.19623 OF 2026

ORDER:

1. The petitioner is aggrieved by the action of the respondent No.3 in issuing the impugned notices dated 03.06.2026 and 15.06.2026 calling upon the petitioner to vacate the shop premises and hand over possession of the same to the respondent No.2. A consequential direction to respondent Nos.2 and 3 not to dispossess the petitioner from the shop premises admeasuring 9 feet / 50 feet situated at DCMS site, Raja College Road, Bobbili, Vizianagaram District is sought.
2. The learned counsel appearing for the petitioner submits that the petitioner is a tenant of the respondent No.2 for an extent of 450 square feet of land in Sy. No.256/3, DCMS Site, Raja College Road, Bobbili. It is submitted that the respondent Nos. 2 and 3 initially executed a lease for the said extent of land, measuring 9 feet x 50 feet, on 22.12.2015. It is submitted that the lease period was extended from time to time, and the petitioner paid enhanced rent as per the lease document.
3. It is submitted that the respondent No. 3 issued a notice on 03.06.2026 calling upon the petitioner to hand over the vacant land to the respondent No. 2, as the same is required for the developmental activity of the respondent No. 2 Society. It is also submitted that the petitioner submitted a detailed reply on 09.06.2026, stating that the petitioner is living and supporting his family by conducting business at the said shop and that any displacement from the existing place of business shall

cause immense hardship and financial distress. It is submitted that Respondent No. 3 issued the impugned notice dated 15.06.2026, requiring the petitioner to vacate the premises and hand over physical possession thereof. It is submitted that, apart from the petitioner, there are 40 other tenants at Respondent No. 2, and that Respondent No. 2 issued the impugned notices only to the petitioner, not to the other tenants.

4. The learned standing counsel for Respondent Nos. 2 and 3 submits that a detailed counter has been filed and that the petitioner, as a matter of right, cannot retain the property belonging to Respondent No. 2. It is also submitted that the latest lease with the petitioner was executed on 10.01.2026. The lease is for the period 01.12.2025 to 31.10.2026 (11-month lease).
5. It is also submitted that the petitioner has violated the terms of the lease by constructing permanent structures without prior approval from respondent Nos. 2 and 3. It is also submitted that the alterations made to the vacant land by erecting permanent structures without approval of the respondent authorities must be removed, and, if the lessee does not remove them, they shall be removed at the lessee's cost.
6. It is submitted that Clause 14 of the lease deed requires the petitioner to vacate and hand over the premises, and that any extension of the lease for a further period requires the concurrence of both parties to the deed.

It is submitted that the lease deed dated 10.01.2026 is also filed along with the vacate stay petition.

7. It is submitted that the respondents need the said property to undertake developmental activities. It is also submitted that the petitioner cannot invoke this Court's jurisdiction as a matter of fundamental right.
8. Heard learned counsel for the petitioner and the learned standing counsel for respondent Nos. 2 and 3. Perused the material on record.
9. The lease subsists and remains valid till 31.10.2026. It is also not in dispute that the petitioner is paying rent for the premises for which a lease deed is executed by the respondent authority. It is also not in dispute that the petitioner was initially granted a lease for the said extent of land in 2015, which was extended from time to time.
10. The lease deed dated 10.01.2026 requires execution of a fresh arrangement for a fresh term. The existing lease for the said premises will end on 31.10.2026. The impugned notices issued during the subsistence of the lease cannot be sustained without an allegation of default.
11. If respondent Nos. 2 and 3 claim that the petitioner violated the terms of the lease by erecting permanent structures, the lessee is responsible for handing over the property to the respondents in fit-to-use condition.
12. As per the terms of the lease, it is the responsibility of the petitioner to pay the lease amounts during the lease period, and it is equally the responsibility of the petitioner to vacate and hand over the same to the

respondent No.2 soon after completion of the lease period, in the event the lease is not extended for further period of time.

13. On the facts of this case, the lease is valid till 31.10.2026; as such, the notices impugned in the writ petition deserve to be set aside. However, it is left open for the respondent authorities to take further steps, calling upon the petitioner to vacate and hand over possession, if the respondent No.2 is not inclined to extend the lease period in favour of the petitioner. The respondent No.2 may take appropriate steps soon after the expiry of the lease period.

14. The petitioner evidently has no right to retain the property belonging to the respondent No.2. In such circumstances, this Court cannot interfere with the respondent No. 2's efforts to restore possession of the property leased to the petitioner. On these considerations, the writ petition is disposed of by extending the interim orders granted by this Court till the subsistence of the lease period, i.e., 31.10.2026. It is left open for respondent No. 2 to deal with the petitioner's request for extension of the lease. It is equally left open for respondent Nos. 2 and 3 to take further steps if they do not intend to extend the lease.

15. With the above observation, the writ petition is disposed of. There shall be no order as to costs.

As a sequel, pending miscellaneous petitions, if any, shall stand closed.

JUSTICE HARINATH.N

Dated 29.10.2026
KGM

THE HONOURABLE SRI JUSTICE HARINATH.N

WRIT PETITION No.19623 OF 2026
Date: 29.10.2026

KGM