APHC010476152026

IN THE HIGH COURT OF ANDHRA PRADESH AT AMARAVATI

Bench Sr.Nos:- 4 & 4.1 [3584]

W.A.Nos.1060 & 1125 of 2026

W.A.No.1060 of 2026:

M/s. Indian Oil Corporation Limited and another ...Appellants

Vs.

P. Jeevan Kumar Reddy and others ...Respondents

W.A.No.1125 of 2026:

P. Jeevan Kumar Reddy ...Appellant

Vs.

The Union of India and others ...Respondents

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CORAM : THE CHIEF JUSTICE LISA GILL
SRI JUSTICE CHALLA GUNARANJAN

DATE : 8th October 2026

Present :

Advocate for Appellants : Mr. Ashok Ram, V., Standing Counsel for Indian Oil Corporation Limited

Advocates for Respondents : Mr. T.Nagarjuna Reddy – R1 in W.A.No.1060 of 2026 (Appellant in W.A.No.1125 of 2026)

LISA GILL, CJ.

Both above said Writ Appeals are taken up together for consideration and adjudication, at request and with consent of learned counsel for parties, as both appeals arise out of common order, dated 10.08.2026, passed in W.P.No.19843 of 2025 by learned Single Bench.

2. For the sake of convenience, parties are referred to as they are arrayed in writ petition. Brief facts necessary for adjudication of the matter are that:

Writ Petitioner, i.e. respondent No.1 in W.A.No.1060 of 2026 and appellant in W.A.No.1125 of 2026, filed W.P.No.19843 of 2025 being aggrieved of action of Indian Oil Corporation Limited (for short, 'IOCL') in continuing in unauthorized occupation of his plot as described in writ petition, even after expiry of lease period; he sought a direction to said respondents to remove all fixtures, underground tanks etc. from the plot and handover vacant possession of same, as had been taken on lease on 31.03.2004 by them. He also sought compensation at the rate of Rs.1,00,000/- per month with a yearly enhancement of 25% from last paid rent with effect from 01.04.2024 till date of handing over of vacant possession.

3. Writ petitioner pleaded that the subject property, which was joint family property, was leased out by him, along with his brothers, to IOCL under registered Lease Deed dated 01.04.2004 for a period of twenty years from 31.03.2004 to 30.03.2024, at a monthly rent of Rs.35,000/-, with a provision of

15% enhancement for every five years. Subsequently, in a family partition vide partition deed, dated 01.03.2006, said property in question devolved upon writ petitioner whereupon he became absolute owner and possessor of 888.88 Sq.yds. in Sy.Nos.3181 and 3184, Tilak Road, Tirupati; lease period came to an end on 30.03.2024 and writ petitioner did not consent for renewal thereof. However, IOCL continued in possession and also allowed State Bank of India (SBI) to operate an ATM on said premises.

4. Writ petitioner repeatedly told IOCL that he was not willing for renewal of said lease, despite their ceaseless efforts to keep negotiating the matter. IOCL proceeded to file O.S.No.422 of 2024 before competent Civil Court seeking renewal of said lease for another twenty years and also sought permanent injunction. Said suit was pending with no interim order being passed. Writ petitioner thereafter informed concerned authorities about expiry of said lease and his refusal to renew the same. Deputy Chief Controller of Explosives arrayed as respondent No.2 in writ petition vide proceedings dated 08.04.2024 informed IOCL that every licence granted under the Rules stands cancelled, if the licensee ceased to have any right to the site for storing petroleum products and sought a copy of the extended registered lease deed. Said licence was suspended on 20.05.2024 as an interim measure, with immediate effect till 18.08.2024 and this order was not revoked by respondent No.2. As a consequence, ‘No Objection Certificate’ for continuing outlet was not issued by respondent No.3/ Joint Collector, Tirupati. IOCL continued to

occupy said plot without paying any rent to writ petitioner, while SBI continued its ATM operations depositing rent with IOCL.

5. In this factual matrix, W.P.No.19843 of 2025 was filed by writ petitioner. Same was opposed by IOCL on the ground that O.S.No.422 of 2024 had been filed for injunction and an interim injunction was granted therein and as said matter was sub judice before competent Civil Court, said writ petition was not maintainable.

6. Learned writ Court concluded that writ petition was maintainable in the given facts and circumstances and there was no question of writ petitioner being relegated to its remedy before Civil Court, especially in the absence of any semblance of defence with IOCL to retain possession beyond expiry of lease period. IOCL was thus directed to remove the equipment and handover possession of subject property within a period of three (3) months from the date of receipt of copy of that order. Said writ petition against respondent No.6, i.e. SBI, was dismissed as not pressed, while noting a specific statement on behalf of writ petitioner that he did not press relief against SBI; liberty was afforded to writ petitioner to initiate separate action against respondent No.6/SBI.

7. Aggrieved of order dated 10.08.2026, above said two writ appeals have been filed by writ petitioner as well as IOCL.

8. During the course of hearing, Mr. V. Ashok Ram, learned Standing Counsel for IOCL, was asked to seek instructions in this matter,

keeping in view the fact that IOCL indeed does not have any right to continue with possession of property in question. Learned Standing Counsel for IOCL has produced a copy of written instructions, dated 06.10.2026, from Executive Director & State Head, Telangana & Andhra Pradesh State Office, Indian Oil Corporation Limited, Hyderabad, wherein it is stated that IOCL shall vacate subject premises and handover vacant possession of the same within a period of four months, as this period is required for dismantling and removal of corporation's assets and installations etc. It is further stated that arrears of rent payable by corporation shall also be cleared before vacation and handing over of said premises. Relevant portion of written instructions, dated 06.10.2026, is read as under:

> *"Indian Oil Corporation Limited shall vacate the subject premises and hand over vacant possession of the same within a period of four (4) months.*
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> *The aforesaid period of four months is required for completing the necessary activities relating to closure and vacation of the retail outlet, including dismantling and removal of the Corporation's assets and installations at the premises, such as underground storage tanks, dispensing units and other associated equipment, as well as for removal & disposal of dead stock and completion of the consequential operational, safety and administrative formalities.*
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> *Regarding the rental arrears, the Corporation states that the rent could not be deposited as the bank account furnished by the petitioner for receipt of rent has been closed. The Corporation is ready and willing to clear the rental arrears. Upon furnishing of valid and operative bank account details by the petitioner, the rental arrears payable by the Corporation shall be cleared before vacation and handing over of the subject premises.*

The Corporation shall take all necessary steps to ensure that the aforesaid activities are completed expeditiously, and that vacant possession of the premises is handed over within the aforesaid period of four months."

9. Keeping in view facts and circumstances as above, it is submitted by learned Standing Counsel for appellant that both writ appeals are rendered infructuous. He further submitted that said period of four months may be afforded to IOCL to vacate subject premises and handover peaceful vacant possession thereof besides deposit of entire rental dues.

10. Learned counsel for writ petitioner at this stage sought to raise the issue of vacation of premises by SBI which is running its ATM on the premises at the behest of IOCL. He has also submitted that entire structure etc. of IOCL should be removed.

11. Keeping in view specific stand of writ petitioner before learned Writ Court to the extent that he does not press any relief insofar as SBI is concerned and writ petition being dismissed qua respondent/SBI as not pressed, we do not find any merit in the argument as raised before us by writ petitioner in respect to SBI. Such a plea cannot be entertained at this stage in writ appeal, once writ petitioner had chosen not to press writ petition against SBI. Insofar as question of removal of structures etc. on subject premises is concerned, we take note of written instructions which specifically mentions that entire structure and corporation's assets and installations shall be dismantled and removed.

12. Keeping in view facts and circumstances as above, it is directed that IOCL shall vacate subject premises and handover vacant peaceful possession of same to writ petitioner within a period of four (4) months as stated before us and it shall also deposit the arrears of rent as undertaken before us. In case vacant peaceful possession of property is not handed over, within this period, it shall be open to writ petitioner to seek eviction of appellant/ IOCL, with police help, without filing of any other proceedings and, in case the arrears are not deposited as undertaken, appellant/ IOCL shall be liable to pay interest at the rate of 6.5% p.a. for the entire delayed period.

13. Both writ appeals are, accordingly, disposed of. No costs.

Consequently, connected miscellaneous applications, if any, shall stand disposed of.

LISA GILL, CJ

CHALLA GUNARANJAN, J

kbs

Whether the order is Speaking/Reasoned : Yes / No

Whether the order is Reportable : Yes / No

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HON'BLE MRS. JUSTICE LISA GILL, CHIEF JUSTICE
&
HON'BLE MR. JUSTICE CHALLA GUNARANJAN

W.A.Nos.1060 & 1125 of 2026

Dt: 08.10.2026

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