APHC010553202026

IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATI
(Special Original Jurisdiction)

MONDAY, THE 26th DAY OF OCTOBER 2026

PRESENT

THE HONOURABLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

WRIT PETITION NO: 30593 OF 2026

Between:

1. Sri Tatiparthy Venkata Swamy, Sto. Late Venkaiah, Aged about 55 years, proprietor of M/s. Ratnam Granite Cutting and Polishing Industry, R/o. SC Colony, Cheruvukommupalem Village, Pelluru Post, Ongole, Prakasam District. 523272

...Petitioner

AND

1. The State of Andhra Pradesh, Rep.by its Principal Secretary to the Government, Industries and Commerce Department, Secretariat, Velagapudi, Amaravati, Guntur District. 522238

2. The Andhra Pradesh Industrial Infrastructure Corporation Ltd, Rep by its Vice Chairman and Managing Director, APIIC Towers, Mangalari, Guntur District 522503

3. The Executive Director, Andhra Pradesh Industrial Infrastructure Corporation Ltd APIIC Towers, Mangalari, Guntur District. 522503

4. The Chief General Manager Asset Management, Andhra Pradesh Industrial Infrastructure Corporation Ltd APIIC Towers, Mangalari, Guntur District. 522503

5. The Zonal Manager, Andhra Pradesh Industrial Infrastructure Corporation Ltd. (APIIC), Zonal Office, Gollapudivari Street, Opposite Nalluri Apartments, Santhapeta, Ongole, Prakasam District. 523001

...Respondents

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 to issue a writ, order or direction more particularly one in the nature of WRIT OF MANDAMUS declaring the action of the respondents, particularly the 5th respondent, in issuing proceedings vide Lr.No. 20/PKM/GC-OGL/P.No. 391-A/2026-27/3540 and 3589 dated 11.09.2026 21.09.2026, restricting the extension of time for payment of the balance land cost of Rs.17,79,375/- in respect of Plot No.391-A, admeasuring 5745.00 Sq.Mts., at Growth Centre, Ongole, to only one month, up to 10.10.2026, as arbitrary, unreasonable and violative of Article 14 of the Constitution of India, and consequently direct the competent respondent authority to consider and grant the petitioner a further period of one year for payment of the balance land cost together with applicable interest and GST, and not to cancel or resume the allotment of the said plot solely on the ground of non-payment within the aforesaid period, and pass

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 pleased to direct the respondents particularly the 5th respondent not to cancel or resume the allotment of Plot No.391-A, Growth Centre, Ongole, or take coercive or consequential action pursuant to the impugned proceedings vide Lr.No. 20/PKM/GC-OGL/P.No. 391-A/2026 27/3540 and 3589 dated 11.09.2026 & 21.09.2026, solely on the ground of non-payment by 10.10.2026, pending disposal of the Writ Petition, and pass

Counsel for the Petitioner: KISHORE KUMAR KATARI

Counsel for the Respondents: GP FOR INDUSTRIES COMMERCE

The Court made the following order:

THE HONOURABLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

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ORDER:

The present Writ Petition is filed under Article 226 of the Constitution of India seeking following relief:

> *"to issue a writ, order or direction more particularly one in the nature of WRIT OF MANDAMUS declaring the action of the respondents, particularly the 5th respondent, in issuing proceedings vide Lr.No.20/PKM/GC-OGL/P.No.391-A/2026-27/3540 and 3589 dated 11.09.2026 & 21.09.2026, restricting the extension of time for payment of the balance land cost of Rs.17,79,375/- in respect of Plot No.391-A, admeasuring 5745.00 Sq.Mts., at Growth Centre, Ongole, to only one month, up to 10.10.2026, as arbitrary, unreasonable and violative of Article 14 of the Constitution of India, and consequently direct the competent respondent authority to consider and grant the petitioner a further period of one year for payment of the balance land cost together with applicable interest and GST, and not to cancel or resume the allotment of the said plot solely on the ground of non-payment within the aforesaid period, and pass such other order or orders….."*

2. Heard learned counsel for the petitioner, learned Assistant Government Pleader for respondent No.1 and Sri Santhi Chandra learned Standing counsel for APIIC for respondent Nos. 2 to 5.

3. The case of the petitioner is that the petitioner herein was allotted the land admeasuring to an extent of 5745.00 Sq.Mts. in Plot No.391-A situated in Growth Centre, Ongole in the year 2010 for establishment of Granite Cutting and Polishing Industry on ORS basis. Even after lapse of five years, the

petitioner was unable to implement the project as per the terms of the allotment/agreement. Subsequently, the said agreement was cancelled. Again, the petitioner herein resubmitted his application seeking re-allotment of the subject land to implement the same project for which the allotment was already made basing upon the fresh terms and conditions. Considering the request of the petitioner, again, the respondents re-allotted the subject land and insisted schedule of payment for registration of the subject property in favour of the petitioner. Accordingly, the petitioner paid 25% of the total land cost. Considering the said payment, the petitioner as well as the respondents entered into an agreement *vide* registered sale agreement dated 07.11.2024. As per the terms of the agreement, the petitioner herein has to deposit the remaining 75% amount i.e., Rs.17,79,375/- out of the total land cost with interest @4% per annum from 91st day to 180 days and with interest @8% p.a., from 181st day and within a period of two years from the date of issue of provisional re-allotment orders and get it registered the subject land in his favour. As per Clause 3 of the agreement, the entire project should be implemented within a period of three years from the date of agreement. While so, the respondent authorities, more particularly, the respondent No.2 issued a show cause notice dated 11.09.2026 after completion of entire two years period requesting the petitioner to pay the land cost of Rs.17,79,375/- within a period of one month along with interest. But the petitioner herein neither paid any amount as demanded nor submitted any explanation. Thereafter the respondents issued another proceedings on 21.09.2026 directing the

petitioner to pay the demanded amount on or before 10.10.2026 for compliance of the terms of the agreement. But till date the respondents neither paid any amount nor submitted any explanation but filed the present Writ Petition seeking extension of time for payment of the demanded amount.

4. The learned Standing Counsel for the respondents furnished written instructions reiterating the contentions what were stated at notices dated 21.09.2026 and 11.09.2026. It is further stated that the petitioner did not come forward to submit any other schedule of payment or seeking any indulgence of the respondents for extension of time. Moreover, the petitioner is unable to assign reasons for the delay caused in payment of the balance amount as demanded as per the terms of the agreement. She further submits that the petitioner is unable to pay the even registration amount to conclude the registration and when the project will be implemented, would be in question.

5. Heard both the learned counsel and perused the material placed on record, more particularly, the written instructions, it is observed that there are no reasonable grounds explained by the petitioner for defaulting payment as per the schedule of payment as agreed by the petitioner. It is further observed that the petitioner did not submit any explanation/reply to the notices issued by the respondents praying any defense for delay in making payment or assigned any reasons for not complying with the terms of the agreement. In the absence of any reasons for non-compliance of the terms of the agreement, the respondents are entitled to proceed further as per the terms of the

agreement dated 07.11.2024 read with notices dated 11.09.2026 and 21.09.2026.

6. However, in view of the submissions of the learned counsel for the petitioner, this Court is inclined to dispose of the Writ Petition, directing the petitioner to pay 50% amount out of the total balance amount of Rs.17,79,375/- along with GST and interest within a period of four (04) weeks from today and remaining entire amount within a period of four (04) weeks, thereafter. After such payment, the respondents are directed not to take any coercive steps. Failing which, even in respect of payment 1st installment of 50% amount, the respondents are at liberty to proceed further in accordance with the terms of the agreement as well as in accordance with law.

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

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

JUSTICE VENKATESWARLU NIMMAGADDA

Date: 26.10.2026
NOTE: C.C. by 28.10.2026
(B/o)
BSP

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THE HONOURABLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

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