APHC010602432022

IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATI **[3332]**
(Special Original Jurisdiction)

MONDAY, THE 26th DAY OF OCTOBER 2026

PRESENT

THE HONOURABLE SRI JUSTICE RAVI CHEEMALAPATI

WRIT PETITION NO: 36198/2022

Between:

1. RAJESH PODDAR, S/O VIJAY KUMAR PODDAR, AGED ABOUT 47 YEARS, R/O F-304, LOKESH TOWERS, MOGALRAJPURAM, VIJAYAWADA 520010.
2. RITISH PODDAR, S/O VIJAY KUMAR PODDAR, AGED ABOUT 41 YEARS R/O F-304 LOKESH TOWERS, MOGALRAJPURAM VIJAYAWADA 520010.
3. SANJAY GOYAL, S/O RAMBABU GOYAL, AGED ABOUT 44 YEARS R/O NO 4015/19/4, M L SRINIVASA ENCLAVE, SIRIS RAJU STREET, BRUNDAVAN COLONY VIJAYAWADA 520010.
4. VIPIN GOYAL, S/O RAMBABU, AGED ABOUT 39 YEARS R/O NO 4015/19/4, M L SRINIVASA ENCLAVE SIRIS RAJU STREET, BRUNDAVAN COLONY VIJAYAWADA 520010

...PETITIONER(S)

AND

1. STATE OF ANDHRA PRADESH, THROUGH ITS PRINCIPAL SECRETARY TO GOVERNMENT, MINORITIES WELFARE (IDM) DEPARTMENT, SECRETARIAT, VELAGPUDI, AMARAVATI.
2. ANDHRA PRADESH STATE WAKF BOARD, THROUGH ITS CHIEF EXECUTIVE OFFICER, 4TH FLOOR, IMDADGHAR, VIJAYAWADA-520001.
3. THE EXECUTIVE ENGINEER RANDB, NATIONAL HIGHWAYS DIVISION, VIJAYAWADA-520010.

4. HZ GALIB SHAHEED DARGAH, THROUGH ITS EXECUTIVE OFFICER (ASSISTANT SECRETARY) WAKF BOARD, VIJAYAWADA-520001.

5. THE DARGAH HAZRATH GHALIB SHAHEED, REP., BY ITS PRESIDENT MOHD MUSHTAQUE AHMED, S/O JANAB ABDUL JALEEL, AGED 51 YEARS, R/O DARGAH HAZRATH SYED GHALIB SHAHEED (RH.), BHAVANIPURAM , VIJAYAWADA 520001,A.P.

6. MOHD MUSHTAQUE AHMED, S/O JANAB ABDUL JALEEL, AGED 51 YEARS, OCC PRESIDENT OF DARGAH HAZRATH SYED GHALIB SHAHEED(RH.), BHAVANIPURAM, VIJAYAWADA-520001,A.P. RR 5 AND 6 ARE IMPLEADED AS PER THE COURT ORDER DT.18.04.2024 VIDE ORDERS PASSED IN I.A.NO.02 OF 2022.

...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 topleased to issue an appropriate writ, order or direction particularly one in the nature of writ of Mandamus directing the respondent Nos. 2 to 4 to deliver back possession of Ac.3.50cts in R.S.No.10, Bhavanipuram of Vijayawada Municipal Corporation, declaring their inaction as illegal and violative of Articles 14, 19 (1) (g) and 300-A of the Constitution of India, directing to complete the process within a time-bound programme as is where is condition and pass

IA NO: 1 OF 2022

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 Respondent Nos. 2 to 4 to deliver back the possession of Ac.3.50cts of land in R.S.No.10, Bhavanipuram of Vijayawada Municipal Corporation, pending W.P. and pass

IA NO: 2 OF 2022

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 implead these petitioners as Respondent No. 5 and 6 in W.P. No. 36198 of 2022 including all interlocutory applications on the file of this Hon'ble Court in the interest of justice and equity and to pass

IA NO: 1 OF 2023

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 not to change the physical feature of Ac.3.50 cts in R.S.no.10, Bhavanipuram, Vijayawada Municipal Corporation, pending WP. andpass

IA NO: 1 OF 2025

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 leave of this Hon'ble court to file the counter affidavit in WP No 36198 of 2022 in the equity of justice and pass

Counsel for the Petitioner(S):

1. VAJJHALA SATYANARAYANA PRASAD

Counsel for the Respondent(S):

1. S V BHARATHA LAKSHMI
2. GP FOR SOCIAL WELFARE
3. SHAIK KHAJA BASHA

The Court made the following:

ORDER:

To declare the action of respondent Nos.2 to 4 in not delivering back possession of Ac.3.50 cents in R.S.No.10, Bhavanipuram, Vijayawada Municipal Corporation, to the petitioners, as illegal and arbitrary, the present writ petition has been filed.

2. Heard Sri VSR Anjaneyulu, learned Senior Counsel for the petitioners; Sri Shaik Khaja Basha, learned Standing Counsel for respondent No.2; learned Assistant Government Pleader for Roads and Buildings appearing for respondent No.3 and Sri A.M.Qureshi, learned Senior Counsel for respondent Nos.4 to 6.

3. Sri VSR Anjaneyulu, learned Senior Counsel, contended that the petitioners are the leaseholders of the subject land under respondent Nos.4 to 6. The State proposed to construct a flyover from Bhavanipuram to Kanaka Durgamma Varadhi for the purpose of linking NH-9 with NH-5. As the flyover was to go over Ac.31.00, which was on lease with the petitioners, the officials of the National Highways Authority of India, as well as State authorities, sought to take possession of the property. Accordingly, the petitioners had given possession of the land to the authorities. In fact, an agreement was entered into, whereby the authorities agreed to redeliver possession to the leaseholders, namely, the petitioners herein, after completion of the flyover. Thereupon, the lease terms would continue. He further contended that even after completion of the flyover, the respondents have not delivered possession to the petitioners. In one similar case, an association of dealers in Marble and

Granite and other allied products, which was similarly situated like that of the petitioners and whose lands were also taken in a similar manner, approached this Court by filing W.P.No.25787 of 2020 when the respondents failed to redeliver possession of the land to the association. This Hon'ble Court, after elaborate hearing, allowed the writ petition by taking into consideration the principle of *promissory estoppel* and directed the 2nd respondent-Wakf Board to redeliver possession of the property. The petitioners' case also falls on the same lines, and prayed this Court to consider the said judgment.

4. *Per contra*, Sri A.M.Quereshi, learned Senior Counsel for respondent Nos.4 to 6, contended that the said judgment is not applicable to the facts of the present case. There is no Memorandum of Understanding in the present case, whereas, in the writ petition relied upon by the petitioners, a Memorandum of Understanding was executed by the association therein with the Executive Engineer (R&B), National Highway Division. As such, the said Judgment cannot be applied to the facts of the present case. In fact, the petitioners have not given possession, though an agreement was entered into. In the said circumstances, the question of redelivery does not arise. The petitioners have also not paid the lease amount to the respondent Nos.4 to 6 as per the lease deed dated 07.07.2015. Accordingly, prayed to dismiss the writ petition.

5. In reply, Sri VSR Anjaneyulu, learned Senior Counsel, submitted that there was a building existing in the subject property belonging to the 2nd petitioner. After delivering possession to the respondents, the said building

was demolished, for which compensation to a tune of Rs.9,00,000/- was paid. In the said circumstances, respondent Nos.4 to 6 cannot say that the petitioners have not given possession. Accordingly, prayed to pass appropriate orders.

6. Sri Shaik Khaja Basha, learned Standing Counsel, submitted that the petitioners have not delivered possession. As such, the question of redelivery does not arise. The petitioners have violated the Wakf Property Lease Rules. In fact, default notices were also issued. Questioning the same, the petitioners filed W.P.No.4126 of 2021. In the said circumstances, no indulgence can be shown, and the writ petition has to be dismissed.

7. In reply to his contention, Sri VSR Anjaneyulu, learned Senior Counsel for the petitioners, submitted that, while placing reliance on the counter filed by the Wakf Board in W.P.No.4126 of 2021, he contended that the Wakf Board had categorically taken similar stand in the said counter that the petitioners had committed a breach of the agreement by not paying the respective lease amounts. The Coordinate Bench has taken due note of the same and passed an order. As such, they are precluded from raising the same ground.

8. Perused the record and considered the submissions made by learned counsel for the parties.

9. It is not in dispute that a lease deed was executed in the year 2015 between the unofficial respondents and the petitioners. It is also not in dispute that possession of certain lands was taken from the landowners as well as the

leaseholders for the purpose of utilizing the said lands for dumping material required for the construction of the flyover from Bhavanipuram to Kanaka durgamma Varadhi, for the purpose of linking NH-9 to NH-5. The contention of the petitioners is that possession of their lands was also taken by virtue of agreements executed in the year 2016, but possession was not redelivered to them. Until and unless possession is delivered back to them, the question of complying with the terms of the lease deed does not arise. On the other hand, the contention of the respondents is that the petitioners have not delivered possession and, as such, the question of redelivery does not arise. Further, they contend that the petitioners have violated the terms of the lease deed as well as the Wakf Property Lease Rules, 2014. This Court is not inclined to go into the aspect of whether the petitioners have violated the lease conditions or the Rules, 2014.

10. A perusal of the record would go to show that the Marble and Granite Association, whose lands were also taken possession of for the purpose referred to supra, approached this Court by filing W.P.No.25787 of 2020 when the respondents failed to redeliver possession of the land. This Court allowed the said writ petition by order dated 05.03.2021. The said order is now relied upon by the petitioners in the present case. The learned Coordinate Bench of this Court has taken due not of the principle of *promissory estoppel* and allowed the writ petition, directing the respondents to redeliver the possession. In the said Judgment, this Court also taken due note of the contention of violation of conditions of lease deed and rules and thereby observed that until

and then delivery of possession is handed over to the petitioners association therein, such course of action would not be available to the respondents. Accordingly, the 2nd respondent therein was directed to handover the subject land in the said writ petition to the association.

11. Now, coming to the case on hand, there is an agreement entered into between the petitioners and the Wakf Board, wherein one of the clauses provides that the Wakf Board has to redeliver possession of the scheduled property to the petitioners and that, after redelivery, the terms and conditions of the lease would apply. The said agreement is not disputed by the respondents. The main contention of the respondents is that, in the case relied upon by the petitioners in W.P.No.25787 of 2020, the petitioners therein entered into a Memorandum of Understanding, whereas no such Memorandum of Understanding is available with the petitioners herein. As such, they cannot claim that they have delivered possession to the respondents. Mere non-execution of a Memorandum of Understanding cannot be a ground to come to a conclusion that the petitioners have not delivered possession to the respondents. When they have entered into an agreement, wherein it is clearly indicated that possession has been delivered, the same would be sufficient to take into consideration that the petitioners have delivered possession. Insofar as the violation of the lease deed is concerned, it is always open to the parties to take steps against such violation, and the same would come into force only after redelivery of possession.

12. In the considered opinion of this Court, the judgment relied upon by the petitioners is applicable to the facts on hand. Accordingly, this writ petition is also allowed in terms of the said judgment.

Registry is directed to enclose a copy of the order in W.P.No.25787 of 2020 to this order. There shall be no order as to costs.

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

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JUSTICE RAVI CHEEMALAPATI

Date: 26.10.2026

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THE HONOURABLE SRI JUSTICE RAVI CHEEMALAPATI

WRIT PETITION NO: 36198/2022

Date: 26.10.2026
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