
(2000) 04 AP CK 0077

In the Andhra Pradesh High Court

Case No : Writ Petition No. 4426 of 2000

B. Ramadevi

APPELLANT

Vs

APSRTC and another

RESPONDENT

Date of Decision : 27-04-2000

Acts Referred:

Citation : (2000) 4 ALD 50 : (2000) 3 ALT 729

Hon'ble Judges : Bilal Nazki, J

Bench : Single Bench

Advocate : Mr. K.N. Jwala, for the Appellant; Mr. A.V. Sivaiah, SC for APSRTC, for the Respondent

Judgement

1. The respondents issued a notification on 8-2-2000 calling for applications for making available the buses to APSRTC on hire. The tender schedules were required to be filed by 28th February, 2000, they were to be opened at 2.00 p.m. on the same day. The petitioner had booked for a new chassis with Automotive Manufacturers Limited by depositing Rs.5,87,360/- under demand draft dated 17-2-2000. According to him, although he had booked new vehicle he purchased a 1999 model Leyland bus with No. APO 2U 999 from Sri Srinivasulu, bus owner, Ananthapur under sale agreement and produced the original registration certificate together with sale agreement on 28th February, 2000 when the selection was being made. The petitioner's case was considered and he was allotted the route he had applied for and an order was passed on 28th February, 2000. He was advised to produce the bus on 13th March, 2000 for operation. This letter reads as under:

"You are requested to produce the Registration Certificate in case of ready bus or a copy of invoice as having purchased the chassis in case of not having a ready bus within 15 days from today i.e., by 13-3-2000 and produce the bus as per the standards and specifications of the Corporation within 15 days as the case may be, failing which the allotment will be treated as cancelled and the caution deposit paid stands forfeited."

2. According to the petitioner, pursuant to the order dated 28-2-2000 he took steps to change the ownership of bus APO 2U 999 but he could not do so, in the meantime the bus of 2000 model which he had booked earlier was made ready by the concerned agency, therefore the petitioner addressed a letter to the 2nd respondent on 1st March, 2000 conveying his desire to produce the 2000 model bus in place of APO 2U 999 which was of 1999 model. The bus was registered on 10th March, 2000 but the petitioner was told by an order on 14th March, 2000 that the bus cannot be accepted. This order is impugned in this writ petition.

3. The case of the petitioner is that although he had applied stating that he was owner of 1999 model bus, now he was placing at the disposal a 2000 model bus which is a brand new bus therefore the respondents should have not any objection in accepting his offer. On the face of it, this argument looks to be attractive but on further consideration the mischief that is committed by the petitioner comes to light. The APSRTC engages private buses on different routes and they have framed guidelines for the purpose of selecting the bus owners. These guidelines lay down three types of entrepreneurs, in order of preference one group ousting the other. The first group is of those persons who have a ready bus, second group is of those persons who have chassis and also an invoice and the third group is of those persons who have only invoice. If persons with ready buses are available they oust all others. In terms of guidelines, a person who is not owner of the vehicle but has an agreement of sale and copy of RC book with him and also the bus, he is considered in the first category and he is taken to be a person with a ready bus. The petitioner had booked a bus of 2000 model, he had not taken the delivery, the bus was not ready, therefore he invented a method of producing before the respondents an agreement and also the copy of the RC book so that he becomes entitled to consideration under first group ousting all others in second and third groups. From the date of consideration, till the date of producing the bus he got his bus ready and by this time he had been successful in ousting the entrepreneurs in the second and third groups. He managed the agreement and also the RC book but never purchased the vehicle of 1999 model. Even in this writ petition he has not stated anywhere that the 1999 model vehicle has also been purchased by him and is in his ownership according to the Motor Vehicle Act. Since the petitioner had dishonest intention from the beginning, placing of agreement and RC book of 1999 model before respondents 1 and 2 itself is a mala fide exercise. Therefore, the respondents were right in rejecting the offer of the petitioner of replacing the 1999 model bus with a 2000 model bus.

4. For these reasons, I do not find any merit in this petition which is accordingly dismissed.