
(1999) 02 AP CK 0048
In the Andhra Pradesh High Court
Case No : WA No. 182 of 1999

District Collector, Hyderabad and others	APPELLANT
Vs	
Ayesha Sultana	RESPONDENT

Date of Decision : 16-02-1999

Acts Referred:

Constitution of India, 1950 — Article 226

Citation : (1999) 2 ALD 244 : (1999) 2 ALT 378 : (1999) 1 APLJ 291

Hon'ble Judges : M.S. Liberhan, C.J.;A.S. Bhate, J

Bench : Division Bench

Advocate : Government Pleader for Social Welfare, for the Appellant; Mr. R. Subhash Reddy, for the Respondent

Judgement

M.S. Liberhan, C.J.—The writ petitioner-respondent has offered her building on rent to the State at Rs. 16,000/- per month and in pursuance thereof an agreement has been entered into between the State and the owner of the building by which the owner agreed to accept the rent as fixed by the competent authority. Thus the State has taken over possession of the building in the year 1994. The competent authority, the Executive Engineer PWD (R&B), South Department, Hyderabad, has fixed reasonable rent for the said building at Rs.15,000/- per month. Instead of paying the rent to the writ petitioner at that rate, the Collector who is the sanctioning authority for inter-departmental purposes, has assumed jurisdiction over the matter and arbitrarily refixed the rent at the rate of Rs.6,000/- per month wide impugned proceedings dated 13-3-1997. The learned single Judge rightly quashed the said proceedings as illegal.

2. The Collector is merely a sanctioning authority who has no role to play in the matter of fixation of rent and it is for the competent authority to act in the matter. The Collector has no jurisdiction to alter or vary the contractual rights entered into between the parties, moreso when the rent has been fixed by the competent authority.

3. The learned Counsel for the appellant-State submits that the State will be at liberty to refuse to pay the rent after giving notice to the respondent-writ petitioner. We find no force in the submission. The State will be at liberty to vacate the building and pay the rent till they are in occupation of the same and then negotiate for the rent in accordance with law if not otherwise agreed by landlord.

4. We see no merit in the appeal. The appeal is dismissed. No costs.