
(2022) 07 TEL CK 0026

In the Telangana High Court

Case No : Writ Petition No. 8330 Of 2021, 11390 Of 2022

Malothu Ramchander

APPELLANT

Vs

State Of Telangana And 6 Others

RESPONDENT

Date of Decision : 06-07-2022

Acts Referred:

Citation : (2022) 07 TEL CK 0026

Hon'ble Judges : P. Madhavi Devi, J

Bench : Single Bench

Advocate : G M Mohiuddin

Final Decision : Dismissed/Allowed

Judgement

1. W.P.No.11390 of 2022 has been filed by petitioners 1 and 2 therein seeking a Writ of Mandamus declaring the inaction of the respondents in considering the online application vide Lessee ID0511200034 with transaction ID T/KRM/7025 dt.17.12.2020 submitted by the petitioners seeking the transfer of the quarry lease held by petitioner No.1 in favour of the registered partnership firm, i.e., petitioner No.2 herein, as illegal and arbitrary.

2. Brief facts leading to the filing of W.P.No.11390 of 2022 are that petitioner No.1 is the Proprietor of the Sole Proprietary concern, i.e., petitioner No.2. Petitioner No.1 was granted a quarry lease for colour granite by the 2nd respondent vide proceedings No.18142/R1-3/2016 dt.14.02.2019 and thereafter, vide proceedings dt.07.11.2020, the 2nd respondent accorded permission to petitioner No.1 by extending the time for executing the quarry lease as there was delay in executing the same from the petitioners' side. After petitioner No.1 complied with all the statutory requirements, the 4th respondent vide proceedings dt.12.11.2020 executed the lease deed in favour of petitioner No.1 and accordingly, petitioner No.1 commenced quarry lease operations from 13.11.2020 onwards. Meanwhile, one Malothu Ramchander, who is the writ petitioner in W.P.No.8330 of 2021, got executed a partnership deed from

petitioner No.1 in W.P.No.11390 of 2022 and thereafter, submitted the said partnership deed to the 4th respondent for transfer of lease in favour of the partnership firm. The 4th respondent enquired with the petitioner about the same and petitioner No.1 requested the 4th respondent not to accept the unregistered partnership deed and consider the said request as withdrawn.

3. Thereafter, the said Malothu Ramchander filed W.P.No.8330 of 2021 requesting the Court to issue a Writ of Mandamus and to direct the official respondents not to transfer the quarry lease for colour granite over an extent of 10 acres in Survey No.160/30 of Ghanpur Village, Saidapur Mandal, Karimnagar District in favour of the 2nd petitioner in W.P.No.11390 of 2022 or to any one else and further not to issue mining permits in violation of law and pass such other order or orders as this Court may deem fit and proper in the interests of justice.

4. This Court granted interim direction in W.P.No.8330 of 2021 dt.07.04.2021 directing that any transfer of quarry lease will be subject to the result of the Writ Petition. W.P.No.11390 of 2022 was listed for admission and when the pendency of W.P.No.8330 of 2021 was brought to the notice of this Court, a direction was given to list W.P.No.8330 of 2021 also along with W.P.No.11390 of 2022. Accordingly, both the Writ Petitions were listed and heard together on 22.03.2022.

5. Learned counsel for the petitioners in W.P.No.11390 of 2022, Sri T. Surya Satish, reiterated the averments made in the writ affidavit and submitted that the partnership deed which was presented by Malothu Ramchander was an unregistered partnership deed and petitioner No.1 has already withdrawn the said partnership deed since it was obtained by fraud and that petitioner No.1 had executed a registered General Power of Attorney in favour of a partner of petitioner No.2 firm in W.P.No.11390 of 2022 and he submitted Form-R and other documents as required under the rules for effective transfer of the quarry lease in favour of the new registered partnership firm, i.e., petitioner No.2. He submitted that petitioners 1 and 2 have made detailed representations before respondents 1 to 4 for transfer of quarry lease in favour of petitioner No.2 and had made necessary payments, but the official respondents have not taken any action and therefore W.P.No.11390 of 2022 has been filed.

6. Sri G.M. Mohiuddin, learned counsel for Mr. Malothu Ramchander, the petitioner in W.P.No.8330 of 2021, submitted that the contentions of the writ petitioners in W.P.No.11390 of 2022 are incorrect as the partnership deed between the petitioner No.1 in W.P.No.11390 of 2022 and the petitioner in W.P.No.8330 of 2021 was a registered partnership deed and that the share of Malothu Ramchander was 99% and the share of the 1st petitioner in W.P.No.11390 of 2022 was 1% and the same was registered with the Registrar of Firms, Karimnagar as Document No.657/2020 dated 21.11.2020. He submitted that the petitioner in W.P.No.8330 of 2021 was included as a partner because the 1st petitioner in W.P.No.11390 of 2022 did not have sufficient funds to invest in the quarrying operations. He submitted that the 1st petitioner in W.P.No.11390 of

2022, who is the 5th respondent in W.P.No.8330 of 2021, cannot unilaterally withdraw the registered partnership deed and alleged that the official respondents 1 to 3 are trying to help respondent No.4 by not granting the quarry lease in favour of the petitioner in W.P.No.8330 of 2021. He therefore prayed that the quarry lease should not be transferred in favour of petitioner No.2 in W.P.No.11390 of 2022 or to respondents 5 to 7 in W.P.No.8330 of 2021 ignoring his representations.

7. Learned Government Pleader for Mines on instructions submitted that due to the dispute between the two parties, the official respondents have not transferred the quarry lease in favour of any party.

8. Having regard to the rival contentions and the material on record, it is noticed that initially, the quarry lease was granted in favour of the 1st petitioner in W.P.No.11390 of 2022 for a period of 20 years, i.e., from 12.11.2020 to 11.11.2040 and the same is subsisting as on today. Subsequently, the 1st petitioner in W.P.No.11390 of 2022, Mr. Rachakonda Chakradhar Rao, seems to have submitted a copy of the partnership deed entered into by him with Malothu Ramchander and also executed an irrevocable General Power of Attorney in favour of Sri Chitabati Venkateshwara Naveen Kumar and therefore, the 4th respondent had issued a letter dt.19.11.2020 directing petitioner No.1 in W.P.No.11390 of 2022 to explain the contradictory stands taken by him. It appears that there is a dispute between petitioner No.1 in W.P.No.11390 of 2022 and the petitioner in W.P.No.8330 of 2021 as regards the alleged partnership deed entered into by them. The parties may have to approach the appropriate forum for adjudication of the said disputes. Since the quarry lease granted in favour of petitioner No.1 in W.P.No.11390 of 2022 is subsisting, the official respondents are directed to consider the application made by petitioner No.1 in W.P.No.11390 of 2022 for transfer of the lease in favour of petitioner No.2 in W.P.No.11390 of 2022 and pass a speaking order thereon expeditiously, preferably within a period of 120 days from the date of receipt of a copy of this order. The petitioner in W.P.No.8330 of 2021 would get a right or interest in the quarry lease only through petitioner No.1 in W.P.No.11390 of 2021 and therefore, has no right of consideration in exclusion of petitioner No.1 in W.P.No.11390 of 2022. Therefore, W.P.No.8330 of 2021 is rejected.

9. In view of the above, Writ Petition No.8330 of 2021 is dismissed and W.P.No.11390 of 2022 is allowed. No order as to costs in both the Writ Petitions.

10. Pending miscellaneous petitions, if any, in these Writ Petitions shall stand closed.