
(1999) 09 AP CK 0120
In the Andhra Pradesh High Court
Case No : CRP No. 4064 of 1999

Mohd. Saleem Khan

APPELLANT

Vs

Depot Manager of APSRTC, Banswada and others

RESPONDENT

Date of Decision : 28-09-1999

Acts Referred:

Civil Procedure Code, 1908 (CPC) — Order 39 Rule 1, Order 39 Rule 2

Citation : (2000) 5 ALD 165 : (2000) 2 ALT 613

Hon'ble Judges : C.V.N. Sastri, J

Bench : Single Bench

Advocate : Mrs. C. Jayashree Sarathy, for the Appellant; Mrs. Nanda R. Rao, for the Respondent

Judgement

1. After hearing the learned Counsel for both sides at some length, I do not find any valid grounds to interfere with the impugned orders passed concurrently by both the Courts below refusing temporary injunction in favour of the petitioner. Admittedly, the period of licence granted to the petitioner expired on 15-10-1998 and there was no fresh agreement entitling him to continue in occupation. Though the learned Counsel for the petitioner has contended that the tender notification contained a clause for renewal of the licence period for a further period of three years on payment of enhanced rent or licence fee and as such the petitioner is entitled to continue in possession till 15-10-2001, the fact remains, no fresh agreement was entered into granting such a renewal. The mere fact that the petitioner continued in unauthorised occupation of the premises subsequent to 15-10-1998, does not confer any legal right on him for renewal of the licence in his favour. It also appears from the record that fresh tenders for the fruit stall were called and the same was allotted to one Abdul Mazeed.

2. In A.P.S.R.T.C., Mushirabad and Others Vs. N.R. Nagappaiah, , a Division Bench of this Court held that after the expiry of the lease/licence period of the lessee/licensee, he is not entitled to continue in occupation of the leased premises and he is not entitled to any injunction restraining the lessor from

evicting the lessee or from calling for fresh tenders. The said decision of the Division Bench is directly in point and squarely governs the case on hand. The learned Counsel for the petitioner, however, sought to contend that in the said judgment, the Division Bench did not consider the questions of legitimate expectation or promissory estoppel raised by the petitioner in this case and as such, the said judgment is distinguishable. I am unable to agree with the submission. When the rights of parties are governed by a written contract, the question of legitimate expectation or promissory estoppel, in my view, do not arise.

3. For the aforesaid reasons, I do not find any merit in the CRP and it is accordingly dismissed.

4. Having regard to the facts and circumstances of the case, the time granted to the petitioner to vacate the premises and remove the tin-sheds erected by him is extended finally for a further period of one week from today. This does not, however, entitle the petitioner to carry on business in the premises. Number the CRP. No costs.