

(2002) 12 AP CK 0064

In the Andhra Pradesh High Court

Case No : Writ Petition No. 23532 of 2002

Rajath Kanthidhara

APPELLANT

Vs

Asst. Engineer (Settlement), South Eastern Railway and
Others

RESPONDENT

Date of Decision : 02-12-2002

Acts Referred:

Constitution of India, 1950 — Article 226

Citation : (2003) 6 ALD 60 : (2003) 1 ALT 271

Hon'ble Judges : Goda Raghuram, J

Bench : Single Bench

Advocate : C. Damodar Reddy, for the Appellant; Gouri Shankar Sanghi, for the Respondent

Final Decision : Dismissed

Judgement

Goda Raghuram, J.—Petitioner claims to be a licensee of the South Eastern Railways under which he was allotted vacant plot Nos. 4 and 6 in the Railway New Colony Junction, Visakhapatnam. The licence was initially granted in favour of the petitioner's father for a period of three years on 17-3-1983 and thereafter it was continued on an oral understanding with the officers of the South Eastern Railway during the lifetime of his father and thereafter the petitioner. Alleging that the respondents are seeking to evict him for non-payment of arrears consequent on an abnormal increase in licence fee to Rs. 6,014/- per annum from the earlier licence fee of Rs. 1,600/- per annum and without any prior notice or enquiry, the petitioner is before this Court seeking appropriate relief which includes a direction to the respondents to renew his licence on a mutually agreed licence fee.

2. The relationship between the petitioner and the respondents either as pleaded, urged or demonstrated, is not a relationship that falls for adjudication under public law parameters and under Article 226 of the Constitution. It is a relationship based on an initial licence and thereafter on an oral understanding

between the petitioner and the officers of the South Eastern Railway. No document is produced evidencing the current relationship between the parties. It is not demonstrated before this Court that the relationship has statutory underpinnings. One of the reliefs sought by the petitioner is a direction to the respondents to regulate the licence on a mutually agreed licence fee. No such Mandamus to construct an agreement between the parties could be issued. The relationship has to be consensual to form the foundation of a contract. In any view of the matter, I find no warrant for interference in a writ petition.

3. Writ Petition is accordingly dismissed with the observation that the respondents, however, are not entitled to evict the petitioner, if he is in possession of the lands in question as on date, except in accordance with the procedure ordained by law. No costs.