
(2021) 05 TEL CK 0005
In the Telangana High Court
Case No : Writ Petition No. 12339 Of 2021

Vasthad Rajesh

APPELLANT

Vs

State Of Telangana

RESPONDENT

Date of Decision : 13-05-2021

Acts Referred:

Citation : (2021) 05 TEL CK 0005

Hon'ble Judges : T. Vinod Kumar, J

Bench : Single Bench

Advocate : Ram Prasad Teegala, Kotha Jagan Mohan Reddy

Final Decision : Disposed Of

Judgement

1. This Writ Petition is filed for issue of writ of mandamus declaring the action of the 3rd respondent in issuing notice vide Lr. No.SHT/07/2020 dated

20.04.2021 and 02.01.2021 asking the petitioner to pay the due amount of Rs.4,01,000/- out of Rs.10,01,000/- towards payment of bid amount for the

tender of running a shop to sell prayer items infront of Sri Hanuman Temple, Agraharam village of Vemulawada Mandal Rajanna Siricilla District for

the year 2020-2021 and also trying to cancel the petitioner's tender and calling for fresh tender without taking into consideration of the explanation of

the petitioner dated 24.11.2020 and 02.02.2021, as being arbitrary and illegal.

2. Heard Sri Ram Prasad Teegala, learned Counsel for the petitioner, Sri Kotha Jagan Mohan Reddy, learned Standing Counsel for the 3rd respondent

Temple and learned Government Pleader for Endowments appearing for respondent Nos.1 and 2.

3. The petitioner in the affidavit as filed before this Court has asserted that the petitioner stood as successful tenderer for running the shop to sell

prayer items for one year commencing from 01.05.2020 to 30.04.2021, but could not run the shop due to lockdown imposed by both the Central

Government as well as the State Government with effect from 22.03.2020. Further, it is also averred that the 3rd respondent did not put the petitioner

in possession of the shop, upon being declared as successful tenderer, till about December, 2020, in spite of the petitioner making substantial payment

to the tune of Rs.6,00,000/-. Petitioner would further contend that initially he submitted a representation to the 3rd respondent on 24.11.2020 putting

forth the difficulties faced by him which prevented him from running the shop and sought for granting extension of lease period up to 30.11.2021.

While there was no response from the respondents, and on the other hand when the 3rd respondent has issued Notice- 1, dt. 02.01.2021 demanding

for the payment of balance bid amount and also the threatened action, the petitioner submitted explanation dt. 02.02.2021. Despite the petitioner

offering his explanation, the respondents, in particular the 3rd respondent is proceeding to determine the lease of the petitioner without extending the

same for further period and also seeking to recover the balance payment of Rs.4,01,000/- and not considering the explanation of the petitioner in its

correct perspective.

4. Sri Kotha Jagan Mohan Reddy, learned Standing Counsel on the other hand, while denying the allegations, would submit that even before the

petitioner had approached this Court by filing the present Writ Petition, the 3rd respondent temple, by taking into consideration the

representations/explanation submitted by the petitioner on 24.11.2020 and 02.02.2021, had offered to extend the lease period further by three months

i.e, upto 31.07.2021, subject to petitioner making payment of the balance bid amount due in terms of the auction held in April, 2020. Learned Standing

Counsel would submit that the 3rd respondent temple by taking note of the lock down imposed due to pandemic, was considerate to the request of the

petitioner and on its own accord agreed for grant of extension by three months. Despite such extension being offered, the petitioner has approached

this Court. Further it is also contended that the claim of the petitioner that he was not put in possession of the shop by the 3rd respondent temple up to

December, 2020 is without any basis and the same would be evident from the contents of the representations submitted by the petitioner himself.

Learned Standing Counsel would further submit that when a similar challenge was made before this court in W.P. No. 7162 of 2021, this Court by

taking into consideration the lockdown period imposed by the State Government, was pleased to pass order granting extension of time by three months,

5. Having regard to the submissions made as above and considering the fact that this Court, in similar circumstances, had granted extension of time of

lease by three months viz., the period when the lock down imposed by the Central Government and the State Government was in force, this Court is

of the view that the petitioner, being a similarly placed tenderer can also be granted the same benefit as extended to the petitioner in W.P. No.7162 of

2021, more so when the 3rd respondent itself was considerate to the request of petitioner and agreed to extend the lease tenure by a period of three

months from the actual date of its expiry. Accordingly, the lease tenure of the shop as allotted to the petitioner by the 3rd respondent shall stand

extended from 30.04.2021 to 30.07.2021, subject to the condition, petitioner making payment of the outstanding amount of Rs.4,01,000/- in three equal

monthly instalments during the period of three month extension granted, in advance, on or before the 07th day of each month. Since, the date for

making payment of the 1st instalment of the equated payment of the balance amount of Rs. 4,01,000/- has already passed by, the petitioner shall make

payment of the 1st instalment within seven (7) days from the date of receipt of copy of this order. The other payments due shall be made on the due

dates as specified herein above.

6. It is made clear that in the event petitioner fails to make payment of the outstanding amount in equal instalments in advance i.e., on or before 7th

day of each month or otherwise specified, and commits a default thereof, the respondents are free to determine the lease and proceed with fresh

auction in accordance with the procedure contemplated under the Endowments Act.

7. Subject to the above direction, the Writ Petition is disposed of.

8. Pending miscellaneous petitions, if any, shall stand closed in the light of this final order. No order as to costs.