

HIGH COURT OF JUDICATURE FOR THE STATE OF TELANGANA
AT HYDERABAD

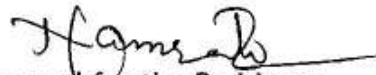
W.P.NO. OF 2022

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Hyderabad
Dated: 20.12.2022


Counsel for the Petitioner

MEMORANDUM OF WRIT PETITION
(Under Article 226 of the Constitution of India)
(Special Original Jurisdiction)
HIGH COURT OF JUDICATURE FOR THE STATE OF TELANGANA
AT: HYDERABAD

W.P.NO. OF 2022

Between:-

Azamabad Industries Association
 Having its registered office at
 #1-8-582, Industrial Area, Azamabad,
 Hyderabad - 500 020.
 Rep. by its President
 Mr. Tikaram Goel.

.....Petitioner

AND

1. The State of Telangana
 Rep. by its Principal Secretary,
 Industries and Commerce Department,
 Secretariat, Hyderabad.

2. The Commissioner of Industries
 Government of Telangana,
 Chirag Ali Lane, Abids, Hyderabad.

3. The District Collector,
 Hyderabad District, Hyderabad.

4. The State of Telangana,
 Rep. by its Principal Secretary,
 Revenue Department,
 Secretariat, Hyderabad.

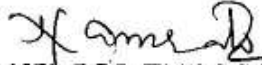
.....Respondents

The address for service of all notices, process, summons, etc., on the above named Petitioner is that of his Counsel, M/s. CHANDRASEN LAW OFFICES (21055), B. NAMRATA REDDY (22427), K.S. SUNEEL (13837), CHANAKYA BASA (19324) Advocate, # 3-6-305/8, Avanthi Nagar, Basheerbagh, Hyderabad.

4

For the reasons mentioned above, it is prayed that this Hon'ble Court may be pleased to issue an appropriate Writ or Direction or Order, more particularly one in the nature of Writ of Mandamus, declaring the action of the respondents in not considering the representation of the Petitioner Association dt. 14.10.2022, for regularization, according free hold rights to the original lessees of Petitioner Association by executing registered sale deeds in their favour in their respective plots and by duly exempting from payment of registration and stamp duty fees and duly exempting fees for conversion of land and for allotment of TSIIIC land at 15-20% rebate on land cost in case of relocation in TSIIIC Parks, as illegal, arbitrary, violative of principles of natural justice, against the GO.Ms. No. 285 dt. 24.10.2008, against the provisions of Azamabad Industrial Area (Termination and Regulation of Leases) Act 1 of 2000 and against all settled principles of law and consequently direct the 2nd respondent to consider the representation of the Petitioner Association dt. 14.10.2022 and pass such other orders or reliefs as this Hon'ble Court deems fit and proper in the interests of justice.

Hyderabad,
Date: 20.12.2022


COUNSEL FOR THE PETITIONER

HYDERABAD :: DISTRICT
HIGH COURT :: HYDERABAD

W.P.NO. OF 2022

WRIT OF MANDAMUS

Filed on: 20.12.2022

Filed by

M/s. CHANDRASEN LAW OFFICES
(21055),
B. NAMRATA REDDY (22427),
K.S. SUNEEL (13837)
CHANAKYA BASA (19324)
Advocate

COUNSEL FOR THE PETITIONER

**HIGH COURT OF JUDICATURE FOR THE STATE OF TELANGANA
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WP. NO.

OF 2022

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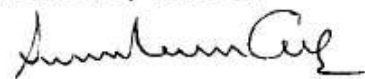
3. The District Collector,
Hyderabad District, Hyderabad.

4. The State of Telangana.
Rep. by its Principal Secretary,
Revenue Department,
Secretariat, Hyderabad.

.....Respondents

AFFIDAVIT

I, Mr. Tikaram Goel, S/o Hanuman Prasad Goel, aged: 70 years, Occ:
Business, R/o 1-8-582, Opp. RTC Kalyan Mandapam, Azamabad,
Musheerabad, Hyderabad, do hereby solemnly affirm and sincerely state on
oath as follows.



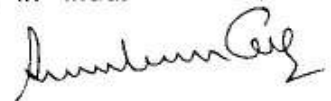


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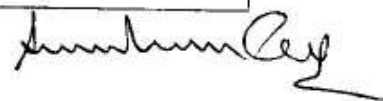
1. I submit that I am the President of the Petitioner association and the Deponent herein, as such I am well acquainted with the facts of the case and I am able to depose as under.

2. The present writ petition is filed challenging the action of the respondents in not considering the representation of the Petitioner Association dt. 14.10.2022, for regularization, according free hold rights to the original lessees of Petitioner Association by executing registered sale deeds in their favour in their respective plots and by duly exempting from payment of registration and stamp duty fees and duly exempting fees for conversion of land and for allotment of TSIIIC land at 15-20% rebate on land cost in case of relocation in TSIIIC Parks, as illegal, arbitrary, violative of principles of natural justice, against the GO.Ms. No. 285 dt. 24.10.2008, against the provisions of Azamabad Industrial Area (Termination and Regulation of Leases) Act 1 of 2000 and against all settled principles of law.

3. It is submitted that the Petitioner Association is formed in the year 1985 and registered with the Telangana Societies Registration Act, 2001 on 28.11.2022. The Petitioner association is a group of industries which are situated at Industrial area, Azamabad, Hyderabad. That the industries under the Petitioner association are engaged in multiple businesses viz., manufacturing, processing, importing, exporting etc. The industries of the petitioner association have been established since the year 1939 and the members of the petitioner association are the original lessees and are in peaceful possession of the plots situated at Industrial area, Azamabad. The following is the list of industries of the Petitioner association situated at respective plots in Industrial area, Azamabad:-



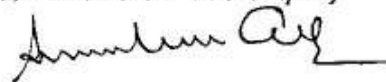
Sl. No.	Name of the Industry	Plot Nos.	Extent of land
1	M/s Indian Hume Pipe	4	23489.03
2	M/s Gold Health Agro	21/2	5433.86
3	M/s Hyderabad Construction Company	22	17666
4	M/s Andhra Chemical	24/1	3939
5	M/s Kapadia Industries	7/3	5628.92
6	M/s Shivdattraai Bhooramai	13/4	5653
7	M/s Allied Industries	14/3	4455.83
8	M/s Rehmania Industries	26/1 26/3	3622 1190.05
9	M/s Shivdutraai Gulabrai	13/4	5653
10	M/s LB Industries	21/3	2904
11	M/s Mazar & Co.	21/5	2904
12	M/s Navneet oils	14/1, 24/2	5653.12
13	M/s Laddha Iron	13/2	5649.7
14	M/s National Paints	13/5	2897.58
15	M/s Digvijay Industries	14/4	5904.8
16	M/s Hyderabad Hoisery	17/2	5628.92
17	M/s Uday Engg	12/12, 13	5653.12
18	M/s Indian Chemicals	18/2	5517.6
19	M/s Deccan Gas	20/3	3291.02
20	M/s Gupta Steel Rolling	13/7	1425
21	M/s Hyderabad Chemicals	5	24200
22	M/s Yousuf & Co.	14/1, 24/1	11451.44
23	Kun united	1	16714.7
24	Mithra Agencies	2/1	7408.6
25	Gajanand Rice & Oil Mill	19/4	5716.83

26	Autocoach Builders		
27	Swastik Industries		

4. It is submitted initially, the Azamabad Industrial area was the first industrial area in the country which was established in the year 1939 by the Nizam Government. The land under the Azamabad Industrial area was made into 86 plots and given on lease for a period of 99 years. Subsequently, the H.E.H. Nizam Government had put up for sale of Azamabad Industrial Area for a sale consideration of Rs. 3,000/- per acre and the same was paid by the industrialist and in lieu of the same lease for a period of 99 years was granted by the Nizam Government. It is pertinent to mention here that the amount paid by the industries was for sale consideration and not lease and the amount was more than the prevailing land rates, but they granted leasehold rights instead to freehold. The allocated lands were marshy lands and the industrial estate was lacking basic infrastructures, however the Petitioner association and their predecessors for all these years have developed the said land with their own investment and have established general amenities in the Industrial area. It is pertinent to mention here that the then Government of Andhra Pradesh has never accorded permission for the request made by the industrialists of Azamabad Industrial Area. Later on, the then Government of Andhra Pradesh has enacted Azamabad Industrial Area (Termination and Regulation of Leases) Act No. 15 of 1992, which came into force with effect from 11.07.1992 and has been amended as Act No. 1 of 2000. That Section 3(1) of the said act states that:

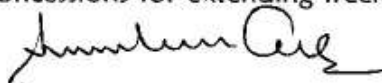
"Notwithstanding anything contained in the Indian Contract Act, 1872, the Transfer of Property Act, 1882, or any other law for the time being in force, and the terms and conditions of any lease entered into or other arrangement made with any person in respect of any demised-plot either by the erstwhile Nizam's Government or by the erstwhile Government of Hyderabad or by the Government of Andhra Pradesh prior to the appointed date, all those leases, sub leases or other arrangements made or entered into through a registered deed or otherwise in respect of all demised plots in the Azamabad Industrial Area, which after due enquiry

attract one or more of the ground for cancellation of lease as specified in clause (b) shall stand terminated on the appointed date and thereupon all such leases, sub-leases or any other arrangement whatsoever made by the person in occupation of the demised plot shall stand annulled and every such demised plot shall vest in the Government free from all encumbrances"

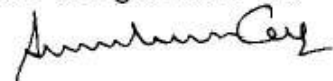
5. It is submitted that aggrieved by the above, the industrial units in the Azamabad Industrial area have filed writ petitions before the Hon'ble High Court of Andhra Pradesh, seeking to declare the Azamabad Industrial Area (Termination and Regulation of Leases) Act 15 of 1992 as unconstitutional, violative of Articles 14, 19(1),(g) and 300-A of Constitution of India. However, the same were dismissed by judgement dt. 18.08.1994. That aggrieved by the judgment of High Court, the Azamabad Industrialist have filed SLP's before the Hon'ble Supreme Court challenging the order of A.P. High Court. Thereafter, on the assurance given by the State Government that the Act No.15 of 1992 will be suitably amended for granting free hold rights, the Hon'ble Supreme Court disposed the SLP's as infructuous on 16.04.1996 and directed "***that no action against the industries operating in the industrial area concerned shall be taken under the act, 1992. It is also stated that the proposal of amendment of the Act has already been placed before the Cabinet. Learned Counsel states that no action regarding cancellation of leases etc against the industries concerned shall be taken under the Act***".

6. It is submitted that, the then Government of Andhra Pradesh amended the Azamabad Industrial Area (Termination and Regulation of Leases) Act No. 15 of 1992 and after the amendment the Act No.1 of 2000, has come into force with effect from 17.02.2000 incorporating a provision for grant of free hold rights to the industries of Azamabad Industrial Area. Further, the then Government of Andhra Pradesh has issued orders vide Memo No. 15511/IF cell/A1/2003, dt: 22.11.2003 to accord freehold rights to the industrialists of Azamabad and decided the grant of certain concessions for extending freehold

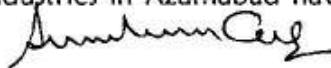
rights in the Azamabad Industrial Area. Further, certain rules have been framed vide GO Ms No.87, Industries and commerce department, dt: 20.02.2002 and the government has declared 17.02.2000 as appointed date. That the then Commissioner of Industries and Competent Authority has issued a Press notification on 15.02.2004 calling for the application for grant of fresh lease/freehold rights in the format prescribed in Rules under Section 4(1) of the Amended Act. Later, the Competent Authority scrutinized the applications and provisional allotment letters were issued in May 2004. The petitioner association and their predecessor were waiting for a notice from the Competent Authority for payment of sale consideration and freehold registration of the lands to 24 industrial units basing on documents provided by the Petitioner association. Nevertheless, the Government vide Memo No.4719/FCI/A1/2007-1, dated 19.06.2008 clarified that the lease period in respect of the units located in Azamabad is 99 years and it can be presumed that the leases are heritable and if the legal heirs are in possession of the land and running the industry, cannot be construed as violation of the provisions of the Act even if they were not brought on record. Further if the lessees run the industry for some time and forced to close the unit on the reasons beyond the control of the lessee or lessor shall not come under the definition of the non-user.

7. It is respectfully submitted that, the then Government of AP vide G.O. M.s.No. 285, Industries & Commerce (IF Cell) Department, Dt: 24.10.2008 have ordered that the price of land is fixed based on the market value prevailing as on 17.02.2000 (i.e., the date of enactment of Act No.1 of 2000) for converting the lease hold rights into freehold in Azamabad Industrial Area. The 2nd respondent was directed to collect the market value at the rates prevailing as on 17.02.2000 which are based on the information furnished by sub-registrar, Chikadpally, Hyderabad together with Fixed Deposit Rate with simple interest from 01.01.2005 to till the date of payment of registration. The

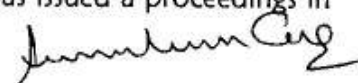
government taking into consideration of memo no.15511/IF CELL/A1/2003, Dt: 22.11.2003 has granted certain concessions such as exempting from payment of stamp duty and registration fees, land use conversion, exemption from provisions of Urban Land ceiling Act and preference in allotment of A.P.I.I.C and and 15 to 20% rebate on land cost in case of relocation in A.P.I.I.C areas. However, the conversion of leasehold rights to free hold rights in favour of the Petitioner association is still pending for past 12 years and while the same is pending the state has been bifurcated and the Telangana Government was formed.

8. It is submitted that prior to the bifurcation of state, several industries have made representations to various government organizations and authorities from time to time on various occasions, requesting for conversion of allotted freehold rights to their respective leased plots and further requested for execution of sale deeds in their favour in view of the GO.Ms. No. 285 dt. 24.10.2008. That the then Government of AP, has issued a Memo No. 1203/IF.Cell/A1/2010-1 dt. 06.05.2010, wherein the representations of the industries were examined and the then government has accorded permissions for grant of freehold rights to the industries and has appointed the Commissioner of Industries and Competent Authority, Hyderabad to take necessary steps for execution of sale deed in their favour. However, no action has been initiated by the then Government for execution of sale deed in favour of the industries of Azamabad. That many industries of Azamabad have suffered huge losses and had to shut down there operations due to the failure of government. The Government has failed to give approvals for changes or necessary requirements to run their industries in the Azamabad industrial area, however, no permissions were granted by the government or any department to carry out their activities. Further, many industries were forcefully shut down by the authorities and they have illegally taken fundamental equipments from the industries and in spite of the same, the industries in Azamabad have been



paying their taxes and duties on time till this date. Thereafter, the Petitioner association has made a representation to the 2nd respondent on 14.10.2022, requesting to accord free-hold rights duly exempting from payment of registration and stamps duty fees as applicable and to exempt payment of fees for land use conversion multipurpose under relevant acts and rules and for allotment of TSIC land at 15-20% rebate on land cost in case of relocation in TSIC parks and for grant 3-4 years for the payments, however, there was no response from the respondents till this date.

9. It is submitted that the members of the Petitioner association are original lessees and are in possession of their individual plots. The 2nd respondent ought to have considered the representation dt. 14.10.2022 made by the petitioner association in view of the Amended Act No. 1 of 2000, wherein the free hold rights to the Industries of Azamabad Industrial Area has been granted and as per the Memo No. 15511/IF cell/A1/2003, dt: 22.11.2003 freehold rights were accorded to the industrialists of Azamabad by granting of certain concessions for extending freehold rights in the Azamabad Industrial Area. Further as per the G.O.Ms. No. 285 dt. 24.10.2008, the price of land was also fixed based on the market value prevailing as on 17.02.2000 (i.e., the date of enactment of Act No.1 of 2000) for converting the lease hold rights into freehold in Azamabad Industrial Area. Nevertheless, a 99 years lease hold is considered to as free hold across India and all the lease hold lands have been converted into free hold rights with a nominal payment from the lessee. In a similar case, the then government of AP has considered the request of the Lessees at Maredpally, & R.P.Road, wherein the Government has converted the above said lease hold lands to free hold vide G.O.No: 816 dt. 09.08.1994. It is pertinent to mention here that on several occasions the industries of petitioner association have made representation before the then Government of AP, for grant of freehold rights and execution of sale deed in respect of their leased plots and in view of the same the then Govt. of AP has issued a proceedings in



favour of the industries, requesting them to appear before the Department to substantiate their claims. That all the industries have made their respective claims before the Government and requested to initiate the process for execution of sale deeds in respect of their leased plots, but the government has not initiated any proceedings in their favour. The Industries of Azamabad have suffered huge losses for maintaining the property and by paying huge taxes to the Government even after closure of many industries. The industries of Azamabad have been developing from decades by investing huge amounts of money on allotted plots and many industries have been forcefully shut down by the Government which incurred huge losses to the industries of Azamabad. In spite of several requests and representations, the respondents have not considered the grievance of the industries of Azamabad. That, huge revenues can be generated to the government from the registrations of the freehold lands and by execution of sale deeds in their favour and the Azamabad Industrial Area will be litigation free and will attract huge investments implying to the inevitable development of the entire area. More so, the members of the petitioner association could not fully enjoy the rights of their respective lands, hence it is just and necessary for conversion of leasehold rights to freehold rights to all eligible industrial units of the Petitioner association. Hence this Writ Petition. Unless and until the Hon'ble court direct the respondent to consider the representation of the petitioner association dt. 14.10.2022, the petitioner would be put to irreparable loss and hardships.

10. The petitioner has no other alternative of effective remedy except to invoke the extraordinary jurisdiction of this Hon'ble Court under Article 226 of the Constitution of India.

11. The petitioner has not filed any other writ petition or initiated any other proceedings in respect of the relief sought for in this Writ Petition.



For the reasons mentioned above, it is prayed that this Hon'ble Court may be pleased to issue an appropriate Writ or Direction or Order, more particularly one in the nature of Writ of Mandamus, declaring the action of the respondents in not considering the representation of the Petitioner Association dt. 14.10.2022, for regularization, according free hold rights to the original lessees of Petitioner Association by executing registered sale deeds in their favour in their respective plots and by duly exempting from payment of registration and stamp duty fees and duly exempting fees for conversion of land and for allotment of TSIIC land at 15-20% rebate on land cost in case of relocation in TSIIC Parks, as illegal, arbitrary, violative of principles of natural justice, against the GO.Ms. No. 285 dt. 24.10.2008, against the provisions of Azamabad Industrial Area (Termination and Regulation of Leases) Act 1 of 2000 and against all settled principles of law and consequently direct the 2nd respondent to consider the representation of the Petitioner Association dt. 14.10.2022 and pass such other orders or reliefs as this Hon'ble Court deems fit and proper in the interests of justice.

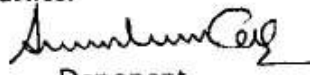
It is therefore prayed that this Hon'ble Court may be pleased to direct the 2nd respondent to consider the representation of the Petitioner Association dt. 14.10.2022, for regularization, according free hold rights to the original lessees of Petitioner Association by executing registered sale deeds in their favour in their respective plots and by duly exempting from payment of registration and stamp duty fees and duly exempting fees for conversion of land and for allotment of TSIIC land at 15-20% rebate on land cost in case of relocation in TSIIC Parks, pending disposal of main Writ Petition and to pass such other order or orders as this Hon'ble Court may deem fit and proper in the interests of justice.

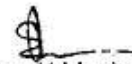
It is further prayed that this Hon'ble Court may be pleased to direct the respondent to execute and register the sale deeds in favour of the industries of



the Azamabad in their respective plots in view of the G.O.Ms. No. 285 dt. 24.10.2008 and Memo No. 1203/IF.Cell/A1/2010-1 dt. 06.05.2010, pending disposal of main Writ Petition and to pass such other order or orders as this Hon'ble Court may deem fit and proper in the interests of justice.

Sworn and signed before me on
this the 15th day of December, 2022
at Hyderabad.


Deponent


Advocate // Hyderabad
(M. Saravender Kumar)
VERIFICATION

I, Mr. Tikaram Goel, S/o Hanuman Prasad Goel, aged: 70 years, Occ: Business, R/o 1-8-582, Opp. RTC Kalyan Mandapam, Azamabad, Musheerabad, Hyderabad do hereby declares and verify that the information mentioned above paras are true and correct to the best of my knowledge and belief and the rest of the paras are stated to be on legal advice and the same is believed to be true and correct. Verified on this the 15th day of December of 2022 at Hyderabad.


Advocate


Deponent

1-8



AZAMABAD INDUSTRIES
ASSOCIATION

Azamabad Industries Association

1-8-582, Industrial Area, Azamabad, Hyderabad - 500 020.
Phones : 27631077, 27631290, e-mail : azamabad.ind.association@gmail.com

President :

T. R. Goel

Cell : 9393216200

Vice-President :

Subhash Agarwal

Cell : 9548022301

Secretary :

Soma Suresh

Cell : 9849513577

Treasurer :

Kashyup Patel

Cell : 8099199009

To
Commissioner of Industries
Chirag Ali-lane
Government of Telengana
Abids, Hyderabad.

Date:- 14th October 2022

Sub: consent by original lessees in Azamabad for regularization and freehold rights – sincere request to the Hon'ble Chief Minister to extend the concession previously promised-reg.

Dear Sir,

We place on record our high gratitude and appreciation to the Hon'ble Chief Minister and Hon'ble Minister for Industries and Commerce for the huge initiative taken for offering freehold rights to all the units in Azamabad. We further inform that the path of development and incessant efforts for the growth of our state economy made by the Hon'ble Chief Minister brought special distinction and reputation to our State in India.

We all respectfully like to inform you that we all hereby would like to inform you that we all are the original lessees and currently are in possession of the our individual leased plots. We beg to submit to the Hon'ble chief minister that the government in the past offered few concessions and we sincerely request the government to extend the same.

1. Accord free-hold rights duly exempting from payment of registration and stamps duty fees as applicable for this purpose.
2. Exemption from payment of fees for land use conversion multipurpose under relevant acts and rules
3. Preference in allotment of TSIC land at 15-20% rebate on land cost in case of relocation in TSIC parks.
4. We request the Hon'ble Government to granting 3-4 years for the payments.
5. We kindly request the Hon'ble government to look at every industry sympathetically and consider them all units in a single category.

We sincerely hope the above is in line with the sentiments laid down by the state government for the growth of the state of Telengana and are ready to accept regularisation and free hold rights.

Thanking you,
Yours sincerely,

For Azamabad industries association,

Secretary.

Cc Principal Secretary, Telengana state, Hyderabad .

Continued...page 2



AZAMABAD INDUSTRIES
ASSOCIATION

Azamabad Industries Association

1-8-582, Industrial Area, Azamabad, Hyderabad - 500 020.
Phones : 27631077, 27631290, e-mail : azamabad.ind.association@gmail.com

President :

T. R. Goud

Cell : 9393303200

Vice-President :

Subhash Agarwal

Cell : 9848022401

Secretary :

Soma Suresh

Cell : 9849513577

Treasurer :

Kashyup Patel

Cell : 8099199909

S.NO.	Lessee/Company Name	Address/Plot No	Signature
1.	Auto Conch Bunkers	12/2 & 13/2	[Signature]
2.	L.P. Industries	21/2	[Signature]
3.	ABHINAV INDUSTRIES	10/25/1 TO 25/1, 24/2, 1/1, 24/1	[Signature]
4.	SUNSHINE ENGINEERING	Plot No. 24/4	T. Venkatesh
5.	YOUSUF & CO.	14/1, 24/2	[Signature]
6.	GRANITE LCC & MIB	Plot No. 14/4	[Signature]
7.	IRUPATI METAL INDUSTRIES	Plot No. 7/3	[Signature]
8.	ALLIED INDUSTRIES	Plot No. 14/3	[Signature]
9.	ANDHRA CHEMICAL CO	Plot No. 24/1	[Signature]
10.	Meera Industries	Plot No. 25 & 27/2	[Signature]
11.	Guarulev Engg Comp	Plot no. 27	[Signature]
12.	Patel & Sons & CO.	Plot No. 25/1	[Signature]
13.	Gohari Engg CO.	Plot no. 27/1	[Signature]
14.	DECCAN GAS CORPORATION	Plot No. 24/2	[Signature]
15.	Shivdatt Ravi Chakrabarty	Plot No. 3, 3/1 & 3/2	[Signature]
16.	Shivdatt Ravi Chakrabarty	Plot No. 13/4	[Signature]
17.	Hydrat Chemical & Pharmaceutical works Ltd	18-676/Plot 105	[Signature]
18.	Digvijay Industries	Plot No. 14/4	[Signature]
19.	Kalaram Gupta	Plot No. 15/4	[Signature]
20.	The Hyderabad Industries Ltd	Plot No. 17/2	[Signature]
21.	The Hyderabad Industries Ltd	Plot No. 17/2	[Signature]
22.	The Hyderabad Industries Ltd	Plot No. 17/2	[Signature]
23.	HYDERABAD CONSTRUCTION CO.	Plot No. 22	[Signature]
24.	Good health Agriculture Ltd	Plot No.	[Signature]
25.	Ladha Iron Casting	Plot No. 13/2	[Signature]

Azamabad Industries Association

Phones : 27631077, 27631290, e-mail : azamabad.ind.association@gmail.com

Treasurer :

Kashyup Patel

Cell : 8099199909

26	HINDMETAL INDOS	19/2	
27	St. Venkateswara. N.F.S. Society	19/5	
28	Sadanand Engineering Works	19/1 1-9-7	
29	Bessaris industries	1/7/1060. 13/1	
30	Grand Castings	1-8-575/1. Plot No 23/2-23/2	Top On.
31	Armstrong Industries	21/6 1-8-588/1	

32) BIKING food products 24/4
DUE H&D

Page 8

3

NIZAM'S ADVERTISEMENT
OF AVAILABLE INDUSTRIAL ESTATE

H. E. H. the Nizam's State Railway

No. C. G. 105/21/36.

CHIEF COMMERCIAL MANAGER'S OFFICE,

Secunderabad, D/.....193

22

To,

82

Dear Sir,

Re: Industrial Development in Hyderabad State.
Your letter dated

Several plots of 5 acres and 1-2 acre are available for sale in the Industrial Area, Mushirabad, situated between the cities of Hyderabad and Secunderabad, at varying prices between O. S. Rs. 1,500 and O. S. Rs. 3,000 per acre; the cost of the main road frontage plots being Rs. 3,000 per acre; as will be seen from the plan of plots reproduced on the reverse. A rental proposition at 5 to 6% of the capital cost would probably also receive favourable consideration. The development of this area is being energetically pursued by H. E. H. the Nizam's Government. The advantages of sites in this area are manifold; efficient and economic facilities exist for the transport and delivery of raw materials and the expeditious despatch of manufactured products through the out-agency opened in the area by H. E. H. the Nizam's State Railway; electric power is supplied to the factories in this area at a specially cheap rate of O. S. anna 1 and pies 4 per unit (9 pies for night shifts) and special rates will be quoted to consumers who merit individual consideration on specific grounds; water supply is abundant, necessary sanitary and drainage arrangements exist; in most cases access to coal, cotton, oil seeds and other raw materials is easy and inexpensive while the proximity of 2 large cities of Hyderabad and Secunderabad ensures an adequate supply of labour both male and female, as well as convenient markets for the disposal of manufactured commodities with minimum transport costs.

2 There is no income-tax. Customs duties are nominal and you may, if necessary, obtain particulars in regard thereto from the Commissioner of Customs, Hyderabad.

3. The cordial co-operation of various departments of H. E. H.'s Government (Commerce & Industry, Agriculture etc.) is assured in any investigation you may wish to undertake prior to coming to any decision in the matter of erection of factories etc. in this area. If you are interested in starting any industries in the State, please apply for advice and assistance to:-

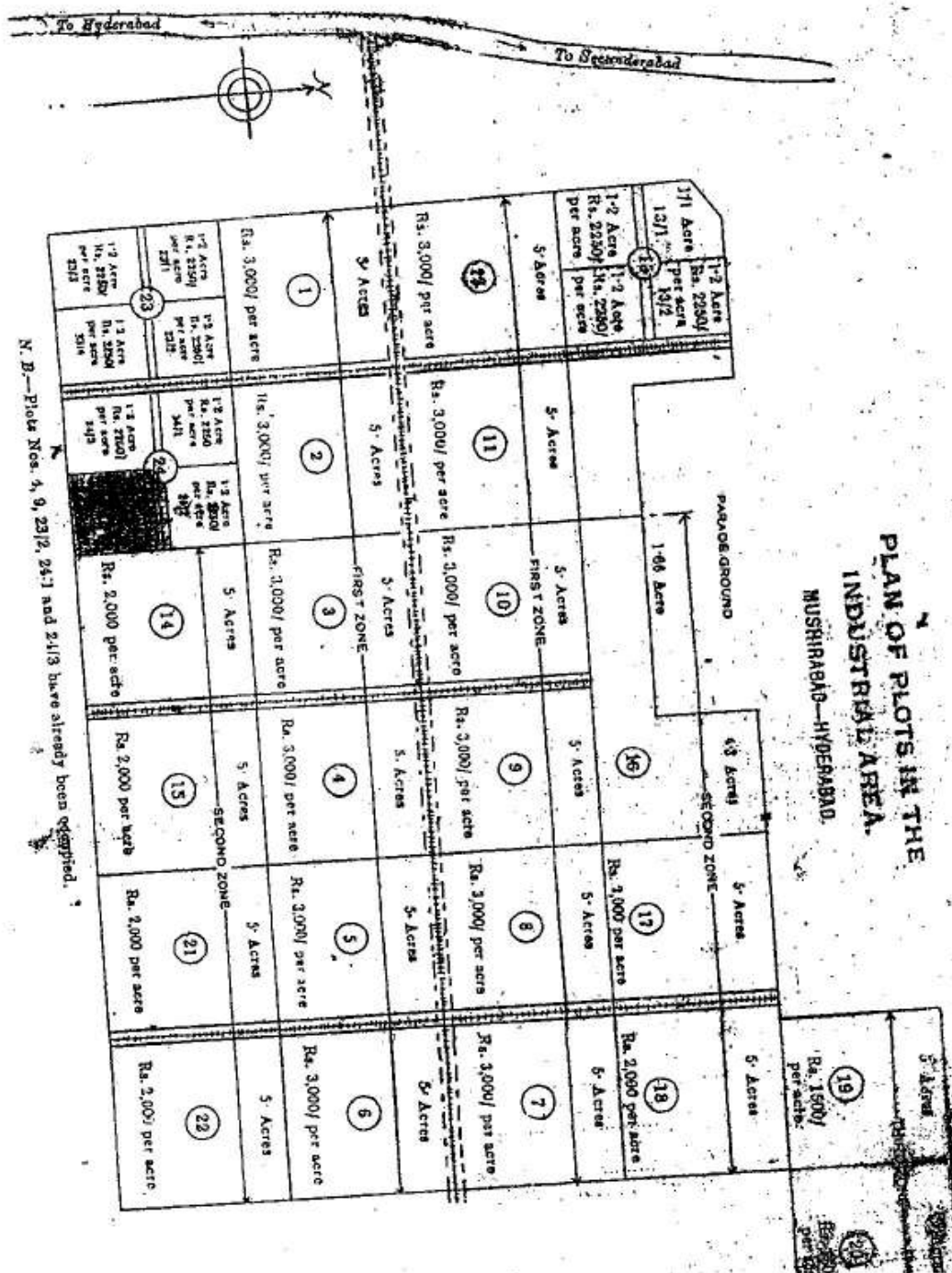
The Secretary,

DEPARTMENT OF COMMERCE & INDUSTRY,
H. E. H. the Nizam's Government,
HYDERABAD (Deccan).

Yours faithfully,

for Chief Commercial Manager.

P.T.O.



G.O.MS NO. 87/2002

Amended Act 24

83

Registered No. HSE/49

[Price : Rs. 0-30 Paise.]



ఆంధ్రప్రదేశ్ రాజపత్రము

THE ANDHRA PRADESH GAZETTE

PART IV - B - EXTRAORDINARY
PUBLISHED BY AUTHORITY

No. 7] HYDERABAD, THURSDAY, FEBRUARY 17, 2000.

ANDHRA PRADESH ACTS, ORDINANCES AND REGULATIONS Etc.

The following Act of the Andhra Pradesh Legislative Assembly which was reserved by the Governor on the 19th May, 1999 for the consideration and assent of the President received the assent of the President on the 4th February, 2000 and the said assent is hereby first published on the 17th February, 2000 in the Andhra Pradesh Gazette for general information:-

ACT No. 1 OF 2000.

An Act to amend the Azamabad Industrial Area (Termination and Regulation of Leases) Act, 1992.

Be it enacted by the Legislative Assembly of the State of Andhra Pradesh in the Forty-ninth Year of the Republic of India, as follows:-

Short title
and
commence-
ment.

1. (1) This Act may be called the Azamabad Industrial Area (Termination and Regulation of Leases) (Amendment) Act, 2000.

(2) It shall come into force on such date as the Government may, by notification in the Andhra Pradesh Gazette, appoint.

Amendment
of
preamble,
Act 15 of
1992.

2. In the preamble to the Azamabad, Industrial Area (Termination and Regulation of Leases) Act, 1992 (hereinafter referred to as the principal Act), for the last paragraph, the following shall be substituted, namely:-

"And whereas it is necessary to give effect to the Directive Principles of State Policy as contained in clauses (b) and (c) of article 39 of the Constitution of India;

And whereas it is considered expedient, in public interest, to terminate by law such of the existing leases or other arrangements made or entered into in respect of demised plots or portions thereof in Industrial Area, Azamabad, Hyderabad, which attract any of the grounds stated in clause (b) of subsection (1) of section 3, to curb, misuse or violations and to prevent the non-industrial use, including unauthorised constructions and to regulate the leases afresh, as may be decided by the Government, with such uniform terms and conditions including reduced lease period and revised rates of premium and quit rent and adoption of standard format of lease

deed, thereby ensuring maximum use of existing infrastructure facilities and proper management of valuable urban property of the Government*.

3. For sections 3 and 4 of the principal Act, the following shall be substituted, namely:-

Termination of Leases. 3. (1) (a) Notwithstanding anything contained in the Indian Contract Act, 1872, the Transfer of Property Act, 1882, or any other law for the time being in force, and the terms and conditions of any lease entered into or other arrangement made with any person in respect of any demised plot either by the erstwhile Nizam's Government or by the erstwhile Government of Hyderabad or by the Government of Andhra Pradesh prior to the appointed date, all those leases, sub-leases or other arrangements made or entered into through a registered deed or otherwise in respect of all demised plots in Azamabad Industrial Area which after due enquiry attract one or more of the ground for cancellation of lease as specified in clause (b) shall stand terminated on the appointed date and thereupon all such leases, sub-leases or any other arrangement whatsoever made by the person in occupation of the demised plot shall stand annulled and every such demised plot shall vest in the Government free from all encumbrances.

(b) Notwithstanding anything contained in any other law for the time being in force, the leases of plots or portions shall be cancelled on either all or any of the following grounds namely:-

Substitution of new sections for sections 3 and 4.

Central Act 9 of 1872.

Central Act 4 of 1882.

(i) misusing of land for a purpose other than the purpose for which land is allotted including non-user; or

(ii) sub-letting or transferring the plots or portions of plots by entering into disguised partnerships and other unauthorised transfer of interest in the plot; or

(iii) violation of any terms, conditions or covenant specified in the Lease Deed.

Explanation: For the purpose of this Act, where a lessee enters into a partnership, agreement or other arrangement for carrying on any activity whatsoever on the demised plot, then notwithstanding anything in the Indian Partnership Act, 1932, it shall also be deemed to be a violation of the conditions of the lease.

Central
Act 9 of
1932.

(2) Lessees of plots whose leases shall not be cancelled under clause (b) of sub-section (1) shall be entitled to a grant of fresh lease with effect from the appointed date and renewal thereof from time to time on such terms and conditions as may be prescribed by the Government.

(3) The Lessees specified in sub-section (2) may, in lieu of renewal of lease, opt for free-hold rights in respect of the demised plots of land by paying a price equivalent to 75% of the market value as specified for the area in Market value Guidelines under section 47 (a) of the Indian Stamps Act, 1899.

Central
Act 2 of
1899.

(4) Upon the termination of the leases or other arrangement in respect of the plot under sub-section (1) the rig. and liabilities as between the parties to the lease or other arrangement in respect of plot shall cease and determine, but any amount due to the Government from the aforesaid person under the lease or other arrangement so terminated shall be recovered as an arrear of land revenue.

4. (1) On termination of lease or other arrangements made under clause (a) of sub-section (1) of section 3, a person in occupation and running an industry on the appointed date may apply for a fresh lease in the manner prescribed.

Applica-
tion for
fresh
lease.

(2) On receipt of an application under sub-section (1), the Competent Authority, may where he is satisfied that the applicant has actually been using the demised plot for industrial purpose, and he deserves grant of lease, shall grant a lease on such terms and conditions as may be prescribed."

4. In section 5 of the principal Act, in sub-section (1),--

Amendment
of
section 5.

(a) (i) in sub-section (1), for the expression "under sub-section (1) of section 3 and where no fresh lease has been granted under section 4, the person in occupation of such demised plot", the expression "under clauses (a) and (b) of sub-section (1) of section 3, and where no fresh lease has been granted to the occupant if any under sub-section (2) of section 4, the lessee or the occupant as

29

the case may be of such demised plot" shall be substituted;

(ii) in the first proviso, for the words "the person in occupation of the demised plot", the words "the lessee or the occupant as the case may be of such demised plot", shall be substituted;

(iii) in the second proviso, for the words "the person in occupation of such plot", the words "the lessee or the occupant as the case may be of such demised plot" shall be substituted;

(b) in sub-section (2), for the words "Where the person in occupation of the demised plot", the words "Where the lessee or the occupant as the case may be of the demised plot" shall be substituted.

Omission of section 11. 5. Section 11 of the principal Act shall be omitted.

Omission of section 19. 6. Section 19 of the principal Act shall be omitted.

Amendment of section 21. 7. In section 21 of the principal Act, in sub-section (2), for clause (e), the following shall be substituted, namely:-

"(e) revision of rent, premium, quit rent from time to time and the collection thereof or any other amount due from any person in respect of the demised plot."

G. TRINADHA RAO,
Secretary to Government,
Legislative Affairs & Justice (I/c),
Law Department.

SUPREME COURT OF INDIA

PROCEEDINGS

Slip (C)
 Petition (s) for Special Leave to Appeal (Civil) No (s) 19862/94 with 19967/94
 & SLP(C) No. 20651/94.

(From the judgment and order dated 18.8.94

of the High Court of Judicature

Andhra Pradesh at Hyderabad in WP.No.12235/94.

Hyderabad Chemical & Pharmaceutical
 Versus

554864
 Petitioner (s)

Respondent (s)

Govt. of A.P. & Ors.
 (with appln.(s) for ex-parte stay)

Date: 2.12.1994 This/these petition (s) was/were called on for hearing today.

CORAM:

Hon'ble Mr. Justice Kuldip Singh
 Hon'ble Mr. Justice B.L. Hansaria
 Hon'ble Mr. Justice

Certified to be true copy

Assistant Registrar (Jud.)

6/12/94 199

Supreme Court of India

For the petitioner (s) Mr. Harish Salve, Sr. Adv.
 Mr. S. Udaya Kumar Sagar, Adv.
 M/s. Krishan Mahajan, Adv. & T.N. Rao, Adv.

for 11967/94: Mr. Mahmood Ali, Adv.
 Mr. K. Swami, Adv.
 Mr. SC. Birla, Adv.

For the respondent (s) ~~Mr. G. Prabhakar, Adv.~~
 Mr. VR. Reddy, ASG.
 Mr. G. Prabhakar, Adv.

UPON hearing counsel the Court made the following
 ORDER

Special leave granted.

The crisp question of law is involved. To be heard
 on S.L.P. paper books. List the matters for final disposal on
 17th January, 1995.

ARVIND

(VIMLA TEKCHANDANI)
 COURT MASTER

COUNSELLED MATTER-1

2

SUPREME COURT OF INDIA

RECORD OF PROCEEDINGS

C.A. No (s) 8852/94, 8853, 8854 & 9159/94

Hydrex Chemical Pharmaceutical

Appellant (s)

Versus

Govt. of A.P. and Ors.

Respondent (s)

Date 15.1.95 This these matter(s) was/were called on for hearing today.

Hon'ble Mr. Justice KULDIP SINGH
 Hon'ble Mr. Justice B. L. MANSARIA
 Hon'ble Mr. Justice

For the Appellant(s) Mr. Subrat Birla, Adv.
 for Mr. SC Birla, Adv.

For the Respondent(s) Mr. G. Prabhakar, Adv.

UPON hearing counsel the Court made the following
 ORDER

At the request of learned counsel for the State of
 Andhra Pradesh, we adjourn the hearing of these
 appeals to 7.2.95. The learned counsel for the
 State of A.P. further states an instruction from
 the officers of the Andhra Pradesh Govt., who are
 present in the Court, that no further action in this
 matter shall be taken by the State Govt. till then.

ALKA

(V) ALKA DEKCHANDANI
 COURT MASTER

Mr. G.L. Sanghi, Sr. Adv. argued from 2.35 p.m. to 3.35 p.m. After that, Mr. Krishan Mahajan argued for 15 minutes. Mr. R.F. Mariani, Sr. Adv. argued from 3.35 p.m. to 4.15 p.m. Thereafter, Mr. Gopal Subramanian, argued for 10 minutes. The matter remained part-heard.

(Meena Marini)
Court Master

(S.K. Dudani)
Court Master

Item No. 101

Court No. 2 Date 18-2-95

Coram and Appearance: Same as above.

ORDER

Mr. Gopal Subramanian, Sr. Adv. resumed his arguments at 11.00 a.m. and concluded at 11.20 a.m. Thereafter, Mr. G.L. Sanghi argued for 20 minutes. After that, the learned Advocate General started his arguments and argued till 12.25 p.m. when the Bench Court passed the following order:

These appeals are directed against the Division Bench judgment of the High Court dated August 18, 1994 upholding the vires of the Azamabad Industrial Area (Termination and Regulation of Leases) Act, 1992 (the Act). We have heard learned counsel for the parties yesterday and today. As at present, we are in the process of hearing the learned Advocate General. It is not disputed that the appellants and other persons similarly situated were given perpetual leases in the year 1935 and thereafter on various dates right upto 1964 and even subsequently. Most of the leases are for a period of 99 years. As a consequence of coming into force of the Act, all the leases have been cancelled in terms of section 3 of the Act. There is ample power with the State Govt. under section 4 and various other sections of the Act to give fresh leases on reasonable terms. Be that as it may, it is not necessary for us to go into the merits of the controversy any further at this stage.

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You are of the view that it would be in the interest of justice that instead of taking the drastic action as provided under section 3 of the Act, the State Govt. should examine the case of each of the leasees on its own merits. In case the State Govt. comes to the conclusion that the original lessee is not carrying on any industrial activity either by himself or through a sub-lessee or partnership, then it would be open to the State Govt. to deal with the lessee in accordance with the provisions of the Act. In respect of those leasees who are doing bona fide industrial activity on the leasehold plots, the State Govt. shall consider their cases sympathetically and shall consider making these leasehold rights as freeholds. In any case, these are only tentative suggestions. It would be open to the State Govt. to deal with this situation in fair and just manner. The learned Advocate General seeks three weeks' time for this purpose. Keeping in view the Government functioning, we adjourn the hearing for 6 weeks. The Government shall submit a status report in this respect within a period of 6 weeks. To come up for hearing on 28-3-1995. Status quo regarding industries shall continue meanwhile.


(Meena Marlin)
Court Master


(S.K. Dudani)
Court Master

201
40

Sl. No. 102

Court No. 2

Section-XII

**SUPREME COURT OF INDIA
RECORD OF PROCEEDINGS**

C.A.No. 8352/94

HYDERABAD CHEMICAL & PHARMACEUTICAL
WORKS LTD.

.....Appellant

versus

THE GOVT. OF ANDHRA PRADESH & ORS. Respondents
(WITH C.A.No. 8853/94, 8854/94, C.A.No. 9169/94, CC 589/95
In C.A.No. 9305-10/94) W.P.(C) 73/95.

DATE: 29-8-1995

These matters were called on for
hearing today.

CORAM:

Hon'ble Mr. Justice KULDIP SINGH
Hon'ble Mr. Justice B. SACHIN ARNAUD

For the Petitioner(s):

In C.A. 8852/94

In C.A. 8853/94

In C.A. 8854/94

In C.A. 9169/94

In CC 589

In C.A. 9305/10/94

In W.P.(C) 73/95

For Respondent(s):
(Govt. of A.P.)

Mr. S.C. Birla, Adv.

Mr. K. Paramasram, Adv.
Mr. K. Dwani, Adv.

Mr. Guru Raja Rao, Sr. Adv.
Mr. C.P. Sarathy, SUK Sagar, Adv.

Mr. Guru Raja Rao, Sr. Adv.
Mr. M. K. Das, Adv.
(For M/s Khaitan & Co.)

Mr. R. F. Warliam, Sr. Adv.
M/s DR Joshi, Indu Malhotra,
Aysha Khaki & Anil Mahlija, Adv.

Mr. A.K. Sanghi, Mr. M.K. Sanghi,
Mr. Amit Prabhat & Mr. J.K. Das, Adv.

Mr. B. Rajeshwar Rao, Mr. Bharathi Sharma
& Mr. Vimal Bave, Adv.

Mr. P.P. Rao, Sr. Adv.
Mr. H. Babba Reddy, Sr. Adv.
Mr. C. Prabhakar, Adv.

(Contd....)

: 2 :

For the Respondents: Mr.S.Markandeya & Mr.Ajay Singh
Adv.(For Ms.C.Markandeya,Adv)

UPON hearing counsel the Court made the following:

ORDER

In the light of Order dated February 8, 1993 and subsequent order dated May 2, 1993, we adjourn the hearing of these cases for 3 weeks to enable Mr.P.P.Rao, Learned Senior Advocate appearing for the State of Andhra Pradesh, to intervene and find out some settlement or solution.

The cases are adjourned to September 19, 1993.


(S.K.Dudani)
Court Master


(TK Viswanadham)
Court Master

SUPREME COURT OF INDIA
RECORD OF PROCEEDING

3

CIVIL APPEAL NO. 8852 OF 1994

37

Hyderabad Chemical and Pharmaceutical
Vs.

... Appellant

Govt. of A.P. and Ors.

... Respondents

(With appln. for ex-parte stay)
(FOR FINAL DISPOSAL)

With CA Nos. 8853-54, 9169/94, CC 589/95 in CA Nos. 9305-10/94 &
W.P(C) No 73/95

Date : 2.5.95 These matters were called on for hearing today.

CORAM

HON'BLE MR. JUSTICE KULDIP SINGH

HON'BLE MR. JUSTICE N. VENKATACHALA

For appl. in CA 8852/94

For Govt. of A.P.

For appl. in CA 8853/94

For appln. in CA 8854/94

For appl. in CA 9169/94

For appl. in CC 589

For appl. in CA 9305-10/94

For petr. in WP 73/95

For the res

Mr. SC Birla, Adv.

Mr. N. Subra Reddy, Sr. Adv.

Mr. C. Prabhakar, Adv.

Mr. K. Parasaran, Sr. Adv.

Mr. K. Swami, Adv.

Mr. Guru Raja Rao, Sr. Adv.

M/s. S. Ganesh, CP Sarathy, and
S. Udaya Kr. Sagar, Adv.

Mr. Guru Raja Rao, Sr. Adv.

M/s. S. Ganesh, CP Sarathy, Krishna
Kumar and Rahul Roy, Adv.

for M/s. Khaitan and Co.

Mr. RF Nariman, Sr. Adv.

M/s. IR Joshi, Indu Malhotra,

Aysha Khatri and Anil Makhija, Ad

M/s. AK Sanghi, Amit Prabhat
and JK Das, Adv.

M/s. Mohan Rao, B. Rameshwar Rao,
Vimal Dave and Ms. Bharathi Shar-
ma, Adv.

M/s. S. Markandeya and Ajay
Singh, Adv.

UPON hearing counsel, the Court made the following
O R D E R

Pursuant to this Court's order dated February 7, 1995,
The State of Andhra Pradesh has placed on record its status
report. After hearing learned counsel for the parties regarding
the status report and also regarding proposal which was mooted
by the State Government as a result of this Court's above
mentioned order and the solution communicated in this status
report. There seems to be no consensus between the parties
regarding status report. We, therefore, adjourn these cases

ALKA

SUPREME COURT OF INDIA
RECORD OF PROCEEDINGS
CIVIL APPEAL NO. 8852 OF 1994

HYDERABAD CHEMICAL AND
PHARMACEUTICAL

..... Appellant

VERSUS

GOVT. OF ANDHRA PRADESH &
ORs.

..... Respondents

(With C.A. No. 8853/94, 8854/94, C.A. No. 9169/94,
CC 569/95, C.A. Nos. 9305-10/1994 & W.P.(C) 73/95)

Dated: 12-9-1995

These matters were called on
for hearing today.

CORAM:

Hon'ble Mr. Justice KUDIP SINGH
Hon'ble Mr. Justice J. Saghir Ahmad

For the Petitioner(s)
(In C.A. 8852/94)
In C.A. 8853/94

Mr. S.C. Birla, adv.

Mr. K. Palasaran, adv.
Mr. K. Swami, adv.

In C.A. 8854/94

Mr. Guru Raja Rao, Sr. Adv.
Mr. C.V. Sarathy, Sr. Adv.

In C.A. 9169/94

Mr. Guru Raja Rao, Sr. Adv.
Ms. Gouri Kasgotra, adv.
Ms. Rohina Nath, adv.
(For M/s Khaitan & Co.)

In C.A. 9305-10/94

M/s A.K. Sanghi, Gauri Shankar
Sanghi, Diwaker Chaturvedi, advs.

In CC 569

Mr. R.F. Nariman, Sr. Adv.
Mr. Anil Makhiya, M/s DK Joshi,
Indu Malhotra, Aysha Khaki, advs.

In W.P.(C) 73/95

Mr. A. Dushyant Dave, Adv.
Mr. B. Rajeshwar Rao, Adv.
Mr. V. Dave, Adv.

For the State of A.P.

Mr. P.P. Rao, Sr. Adv.
Mr. N.S. Reddy, Sr. Adv.
Mr. G. Prabhakar, adv.

For the Respondents

Mr. S. Maikandeya, Mr. Ajay Singh,
Ms. C. Maikandeya, advs.

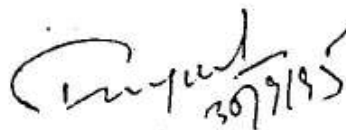
(contd....2)

Mr. P.P. Rao, learned counsel for the state of Andhra Pradesh has placed on record letter dated September 13, 1995, from the Principal Secretary to Government, Industries and Commerce Department, Andhra Pradesh Secretariat, Hyderabad. It is stated in the letter that Azamabad Industrial Area (Termination of Regulation of Lease) Act, 1992 is being suitably amended on the lines as indicated in the said letter. The learned counsel for the parties pray that the matter be adjourned till the amended provisions come into force.

List the matter on second working Tuesday in February, 1996.


(J.K. Dudani)
Court Master


(T.K. Viswanathan)
Court Master


30/9/95

Form 101

Court No 2

Section XIII A, X
Part-Heard

SUPREME COURT OF INDIA
RECORD OF PROCEEDINGS

CIVIL APPEAL NO. 8852 OF 1994

Hyderabad Chemical & Pharmaceutical

vs.

...Appellant

Govt. of AP & Ors.

With CA 8853/94, 8854/94, 9169/94, SLP.....(cc)589/95
CA 9305-9310/94, WP(c) 73/95

...Respondents

Date 13-02-1996 This matter was called on for hearing today.
CORAM

HON'BLE MR. JUSTICE KULDIP SINGH
HON'BLE MR. JUSTICE S SAGHIR AHMAD

For the appellants

- : Mr. S C Birla, adv.
- : Mr. K Swami, adv.
- : Mr. Uday K. Sagar, adv.
- : Mr. Rohina Nath, adv. for
M/s. Khaitan & Co.
- : Mr. R F Nariman, Sr. adv.
- : Ms. Indu Malhotra, adv.
- : Mr. B Rajeshwar Rao, adv.
- : Mr. Vimal Dave, adv.
- : Mr. A K Sanghi, adv.
- : Mr. Gauri Shankar Sanghi, adv.
- : Mr. Diwakar Chaturvedi, adv.
- : Mr. J K Das, adv.

For the Respondents.

- : Ms. K Amreshwari, Sr. adv
- : Mr. T Anil Kumar, adv.
- : Mr. S Markandeya, adv.
- : Ms. Chitra Markandeya, adv.

UPON hearing counsel the Court made the following
O R D E R

As a last opportunity we adjourn the hearing of these cases to March 26, 1996. We make it clear that the matter shall be finally heard and disposed of on that date.

Kanchan
(Kanchan Jain)
AR-cum-P.S.

S K Dudani
(S K Dudani)
Court Master

12/2/96
14/2/96

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Supreme Court of India
RECORD OF PROCEEDINGS

CIVIL APPEAL NO. 8852/94

Hydramed Chemical & Pharmaceutical

Vs.

...Appellant

Govt. of A.P. & Ors.
(With appln. for stay) (For final disposal)

...Respondents

(With C.A.Nos. 8853, 8854, 9169, 9305-9310/94, CC 589/95, W.P. 73/95,
with I.A.No. 2 in C.A.No. 8853/94)

Date: 16.4.96 This/These matter(s) was/were called on for hearing today.

CORAM:

Hon'ble Mr. Justice Kuldip Singh
Hon'ble Mr. Justice S. Saghir Ahmad

For the Appellant(s)
in C.A.No. 8852/94;
in C.A.No. 8853/94;
in C.A.No. 8854/94;
in C.A.No. 9169/94;

Mr. S.C.Birla, Adv.
Mr. K.Swami, Adv.
Mr. S.Udaya Kumar Sagar, Adv.
Ms. Suman Khaitan, Adv. for M/s. Khaitan & Co., Advs.
Mr. Indu Malhotra, Adv.
Mr. J.K.Das, Adv.
Mr. Vimal Dave, Adv.

in CC 589/95;
in C.A.Nos. 9305-9310/94;
in W.P.(C)No. 73/95;
or the Respondents:
in C.A.No. 9169/94;

Ms. C.Markandaya, Adv.
Mr. G.Prabhakar, Adv.

UPON hearing counsel the Court made the following
ORDER

C.A.Nos. 8852, 8853, 8854, 9305-9310/94;

These civil appeals are disposed of. No orders in
I.A.No. 2.

C.A.No. 9169/94;

Delinked. List on 23.7.96.

CC 589/95 & W.P.(C)No. 73/95;

CC 589/95 & W.P.(C) No. 73/95 is also disposed of
in terms of the above order.

48/73/5

THE SUPREME COURT OF INDIA
CIVIL APPELLATE JURISDICTION

CIVIL APPEAL NO. 8853 OF 1994
1994, 9305-3310/94

Appellant
A. P. & Ors.

...Appellant

Vs.

Govt. of A.P. & Ors.

...Respondents

ORDER

Learned counsel for the state of Andhra Pradesh has
stated that the impugned judgment of the High Court dated
August 18, 1994 passed in Writ Petition No. 12235/94 and connected
matter shall not be implemented. It is further stated that no
action against the industries operating in the industrial area
concerned shall be taken under the Azamabad Industrial Area
(Termination and Regulation of Leases) Act, 1992 (The Act). We
are further told that the State Govt. is proposing an amendment
to the act. It is stated that the proposal has already been placed
before the cabinet. Learned counsel states that no action regarding
cancellation of leases etc. against the industries concerned shall
be taken under the act. In this view of the matter these appeals
have become infructuous and are disposed of as such.

C.A.No. 9159/94

Learned counsel for the appellant states that the
point involved in this appeal is not common with the connected
matters. We link this civil appeal. List on 23rd July, 1996.

New Delhi,
Dated: 16th April, 1996.

SL/-
.....J
(Kuldip Singh)

SL/-
.....J
(S. Sachin Kumar)

G.O.Ms. 87/2002

339

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Registered No. HSE/49



[Price Rs. 1.20 Paise.]

ఆంధ్ర ప్రదేశ్ రాజ పత్రము
THE ANDHRA PRADESH GAZETTE
PART I - EXTRAORDINARY
PUBLISHED BY AUTHORITY

No. 100]

HYDERABAD, THURSDAY, MARCH 7, 2002.

NOTIFICATIONS BY GOVERNMENT

INDUSTRIES AND COMMERCE DEPARTMENT

(IF. Cell)

AMENDMENTS TO THE AZAMABAD INDUSTRIAL AREA (TERMINATION & REGULATION OF LEASES) (AMENDMENT) ACT 2000 -- (ACT No. 1 OF 2000).

[G.O.Ms.No. 87, Industries and Commerce (IF.CELL),
20th February, 2002.]

In exercise of the powers conferred by section 21 of the Azamabad Industrial Area (Termination and Regulation of Leases) Act, 1992 the Governor of Andhra Pradesh hereby makes the following Amendments the Azamabad Industrial Area (Termination and Regulation of Leases) Rules 1993 issued in G.O.Ms.No. 155, Industries & Commerce (IF. Cell) Department, dated 6th April, 1993 and published in Part I Extraordinary of the Andhra Pradesh Gazette No. 139, dated 8th April, 1993 and as subsequently amended from time to time.

AMENDMENTS

IN THE SAID RULES, '1. FOR RULE 4, THE FOLLOWING SHALL BE SUBSTITUTED NAMELY;

"(1) The lessee or the occupant as on the appointed date may apply on his own, under the provisions of sub-section (1) of Section 4 and sub-section (3) of section 3 of the Act, 1992 as amended by the Azamabad Industrial Area (Termination and Regulation of Leases) (Amendment) Act, 2000 (Act No. 1 of 2000) to opt for either (i) a fresh lease with effect from the appointed date and renewal thereof; or opt for (ii) freehold rights in respect of the demised plot of land by paying a price equivalent to 75% of the market value guidelines under Section 47(a) of the Indian Stamps Act, 1899.

Application
of Fresh
Leases

[1]

"(2) On receipt of an application from the lessee or the occupant for grant of fresh lease or freehold rights and subject to the provisions contained in Clause (b) (i) to (iii) of Sub-Section (1) of Section-3, the Competent Authority may, where he is satisfied that the applicant has actually been using the demised plot for industrial purpose, and he deserves grant of lease shall grant lease under the provisions of sub-section(2) of Section 4 in Form (B) and in accordance with the terms and conditions of lease deed/freehold rights in Form-G appended to these rules";

2. For rule 11, the following shall be substituted, namely;

No compensa-
tion on termi-
nation of
lease.

11. No compensation shall be paid and no relief shall be granted in case of hardship to the lessee or the occupant in operation of the provisions of clauses (a) and (b) of sub-section (1) of section 3 of the Act.

3. For the formats A to G the appended formats shall be substituted.

The Amendments hereby made shall be deemed to have come into force with effect from 17th February, 2000.

FORM - A

[Under Rule 4(1) & (2)]

APPLICATION FOR GRANT OF FRESH LEASE UNDER SUB-SECTION (1) & (2) OF SECTION 4 OF THE AZAMABAD INDUSTRIAL AREA (TERMINATION AND REGULATION OF LEASES) (AMENDMENT) ACT, 2000.

To
The Competent Authority,
.....
.....
.....

Sir,

Sub: The Azamabad Industrial Area (Termination and Regulation of Leases) (Amendment) Act 2000-Calling for applications for fresh lease/Freehold rights-Regarding.

.....

I furnish the following information and details and agree to enter into a fresh lease/opt for freehold rights on the terms and conditions as may be specified

1. Full Name of the Applicant :
2. Father's/Husband's Name :
3. Address with Telephone Nos. :
 - a) For correspondence :
 - b) Permanent address :

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4. Plot No. and bounded on North by :
South by :
West by :
East by :
5. Extent under occupation :
 - a) Land in Sq. Yds or Sq.Mts. :
 - b) Constructed structures in Sq.Yds. or Sq.Mts. :
 - c) Description of constructed structures with measurements and with approved plans. :
6. Lessee or the Occupant :
7. Date of occupation and the nature of agreement. :
8. Type of industry and the line of manufacturing activity being carried on and its brief description with construction. :
9. Type of industry and the line of manufacturing unit now proposed to be set up. :
10. Brief description of industry and manufacturing unit and its construction. :
11. Any other particulars which the applicant intended to furnish :

I hereby solemnly affirm and state that I shall utilise the premises for the industrial purpose only and I am bound by the terms and conditions of the Act.

I hereby declare that to the best of my knowledge and belief that the information and details furnished above and its enclosures are full and complete and correct. I shall also undertake to produce conclusive proof regarding the above information and details furnished in respect of the plot or land or portion thereof on an order or in any proceedings and that the burden of proving the facts in support thereof is cast on me.

SIGNATURE OF THE APPLICANT.

Place:

Date :

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ANDHRA PRADESH GAZETTE EXTRAORDINARY

[Part-I]

FORM-E

[Rule 4 (1) & (2)]

GOVERNMENT OF ANDHRA PRADESH
INDUSTRIES AND COMMERCE (IF.CELL) DEPARTMENT

Letter No. _____ Dt. _____

From
The Competent Authority,

.....
.....
.....

To

Sub: The Azamabad Industrial Area (Termination and Regulation of Leases) Act, 1992 - Grant of lease of Plot No..... under sub-section(1) & (2) of section 4 of the Azamabad Industrial Area(Termination and Regulation of Leases) (Amendment) Act, 2000 - Regarding.

Ref: From
Application, dated:

.....

Please refer to your application cited.

I am directed to state that the Competent Authority has agreed to enter into a fresh lease deed/give freehold rights, with you under sub-section (1) & (2) of section 4 of the Azamabad Industrial Area (Termination and Regulation of Leases) Act, 1992 as amended by the Azamabad Industrial Area (termination and Regulation of Leases) (Amendment) Act, 2000 on such terms and conditions agreed upon in furtherance of the objects of said act and as specified in the lease deed/sale deed, enclosed to this letter.

(2) The fresh lease deed/sale deed covering the plot of land or portion thereof and its details are briefly set out below:-

(a) Full Name of the Applicant:

(b) Father's/Husband's name:

(c) Address:

(i) For correspondence:

(ii) Permanent address:

(d) Plot No. and Bounded on North by:

South by:

West by:

East by:

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March 7, 2002]

ANDHRA PRADESH GAZETTE EXTRAORDINARY

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(e) Extent of land with constructed.

(i) Land in sq.yds or sq.mtrs.

(ii) constructed structures
structures with measurements
and with approved plans:

(f) Date of Sale/Allotment on lease:

(g) Type of industry and the line of
Manufacturing activity and its brief
Description with constitution:

(3) I am to state that the above lease deed shall be registered at
your cost and deliver the same to be kept in the custody of the
government.

Yours faithfully,

(COMPETENT AUTHORITY)

FORM - C

RULE - 5 (II)

BY REGISTERED POST ACK. DUENOTICE No.DATED:

NOTICE UNDER SUB-SECTION (I) OF SECTION 5 OF THE AZAMABAD INDUSTRIAL
 AREA (TERMINATION AND REGULATION OF LEASES)
 (AMENDMENT) ACT, 2000.
 (ACT No.1 OF 2000)

The lease of the Schedule demised plot of land or portion thereof or other arrangements made or entered into thereof stood terminated under Clause-b of sub-section (1) and Sub-section (3) of Section 3 of the Azamabad Industrial Area (Termination and Regulation of Leases) Act, 1992 as amended by (Act No.1 of 2000).

WHEREAS the request made for grant of fresh lease/freehold rights of the demised plot of land or portion thereof described in the schedule hereunder through the reference cited was examined carefully and the same is hereby rejected for the following reasons:-

NOW, therefore in exercise of the powers conferred by sub-section (1) of Section 5 of the Azamabad Industrial Area (Termination and Regulation of Leases) Act, 1992 as amended by Act No.1 of 2000, I hereby direct that the above Scheduled Plot No. or portion thereof shall be vacated by Sri/Smt/M/s.....

.....and all persons who may be in occupation of the said schedule demised plot or any part thereof within thirty/sixty days from the date of receipt of this order/duly getting the structure(s) existing thereon demolished. Failure to demolish the structure(s) within the above period, it shall vest in Government alongwith the structures and no compensation is payable thereof. If any person fails or refuses to comply with this order within the period specified above, the said Sri/Smt/M/s.....

and all other persons concerned are liable to be evicted from the Scheduled demised plot or any part thereof, if need be, by use of such force as may be necessary; and further they shall any part thereof, if need by, by use of such force as may be necessary; and further they shall be liable for penalty under the original Act and also liable

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for payment of damages / mesne profits at Rs.....per Sq.mtr.
per day from the date of expiry of the period specified above till the
date of delivery / resumption of possession of the demised plot.

SCHEDULE

Name of the person and Industry	Plot No. or portion of Plot No.	Boundaries Plot No. or portion of Plot No.	Total extent under occupation with structures
---------------------------------------	--	---	---

SIGNATURE AND SEAL OF
THE COMPETENT AUTHORITY.

Date:

To:

Copy to

.....
.....
to affix copies of Notice on conspicuous part of the Plot No. or
portion thereof or structure to which it relates within the said
locality or by publishing the same by advertisement in a local
newspaper.

FORM - D

[Rules 6]

BY REGISTERED POST ACK. DUE

ORDER FOR EVICTION FROM THE DEMISED PLOT OR PORTION THEREOF UNDER
SUB-SECTION (1) OF SECTION 6 OF THE AZAMABAD INDUSTRIAL AREA
(TERMINATION AND REGULATION OF LEASES) ACT, 1992.

ORDER NO.DATED:

Sub:

Ref:

The lease of the demised Schedule plot of land or portion thereof or other arrangements made or entered into thereof stood terminated with effect from 11th July, 1992 under Sub-section (1) of Section 3 of the Azamabad Industrial Area (Termination & Regulation of Leases) Act, 1992 (Act No. 15 of 1992) and also under Sub-section (1) & (2) of Section 3 of said Act as amended by Act No. 1 of 2000. Pursuant to the above, you were called upon through the Notice cited to vacate and hand over the schedule plot, but you have failed to vacate the plot within the period specified in the notice.

NOW, therefore in exercise of the powers conferred by Sub-section (1) of Section 6 of the Azamabad Industrial Area (Termination & Regulation of Leases) Act, 1992, I hereby direct your eviction from the schedule premises within..... days from the date of receipt of this notice and direct you to hand over the premises to

.....
And report on or before..... failing which, action will be initiated against you under Sub-section (2) of Section 6 of the Act and you shall be liable for all costs and consequences thereof.

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ANDHRA PRADESH GAZETTE EXTRAORDINARY

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THE SCHEDULE

Name of the Person and Industry.	Plot No. or portion of Plot No.	Boundaries Plot No. or portion of Plot No.	Total extent under occupation with structure.
--	--	---	---

Date:

SIGNATURE AND SEAL OF
THE COMPETENT AUTHORITY.

To:

Copy to.....
.....
to affix copies of Notice on conspicuous part of the Plot No. or
portion thereof or structure to which it relates within the said
locality or by publishing the same by advertisement in a local
newspaper.

G. 961/2

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FORM - E

(Rule 7)

BY REGISTERED POST ACK. DUE

NOTICE UNDER SECTION 6 (3) FOR DISPOSAL OF ARTICLES BY PUBLIC AUCTION

Sub:

Ref: (1)

(2)

Since you have failed to vacate the schedule demised plot of land or portion thereof by..... As ordered in the notice second cited and the premises was found locked, action under Sub-section (3) of Section 6 of the Azamabad Industrial Area (Termination and Regulation of Leases) Act, 1992 was taken and the lock of the door was broken open and all the articles found in the premises are listed as under they kept under lock and key.

2) As the provisions relating to the payment of solatium to the licensee under Section-11 of Act, 1992 has been omitted, no compensation shall be paid to the lessee or the occupant in operation of these provisions. As such, you are liable to pay to Government the following amounts in respect of the schedule demised plot of land or portion thereof.

SCHEDULE

3) I hereby give notice to you to arrange for payment of an amount of Rs..... (Rupees..... only) within thirty days from the date of receipt of this Notice towards dues as on..... As shown below, failing which the articles will be disposed of by public auction for realisation of the dues:-

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March 7, 2002]

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(i) LIST OF ARTICLES:

(ii) DETAILS OF DUES:

SIGNATURE & SEAL OF
THE COMPETENT AUTHORITY.

Date.....

To:

(1)
.....
.....

(2) The Editor, Hyderabad with a request
to publish the notice in the columns of your News Paper on.....
And send four copies of publication to this Office along with the Bill
of charges for arranging payment.

.....
.....
.....

to affix copies of Notice on conspicuous part of the Plot No. or
portion thereof or structure to which it relates within the said
locality in the presence of mediators.

FORM - F

(RULE - 3)

BY REGISTERED POST - ACK. DUE.

NOTICE UNDER SUB-SECTION (1) OF SECTION 15 OF THE AZAMABAD INDUSTRIAL AREA (TERMINATION AND REGULATION OF LEASES) ACT, 1992, TO STAY ERECTION OF STRUCTURE(S)

Sub:-

.....

The lease of the demised schedule plot of land or portion thereof or other arrangements made or entered into thereof stood terminated with effect from 11th July, 1992 under sub-section (1) of Section 3 of the Azamabad Industrial Area (Termination & Regulation of Leases) Act, 1992 (Act No. 15 of 1992) and also under Sub-section (1) & (2) of Section-3 of Act No. 1 of 2000.

(2) It has been noticed that you have commenced erection of structure and carrying on alterations/additions to the existing structures on the demised schedule plot of land or portion thereof without obtaining prior written application of the Competent Authority under section 13 of the original Act. You are therefore liable for prosecution and penalty under section 14 of the original Act for construction and use of the premises contrary to the terms of lease originally stipulated.

(3) Now, therefore in exercise of the powers conferred by Section 15(1) of the original Act, I hereby direct you to discontinue the on-going operations in relation to such illegal erection of structure(s) with immediate effect from the date of service of the order.

(4) In case of failure to comply with the order of this notice, further action for demolition of such illegal structure(s) will be initiated apart from launching proceedings for your prosecution.

THE SCHEDULE

Signature & Seal of
The Competent Authority.

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March 7, 2002]

ANDHRA PRADESH GAZETTE EXTRAORDINARY

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and thereafter the said piece of land shall be kept enclosed and provided with all requisite hoarding, lighting and watching to the satisfaction of the SELLOR/LESSOR;

Within thirty days from.....day of execution of this Sale/Lease Deed or within such extended period as may be granted in writing to the Purchaser/Lessee by the SELLOR/LESSOR, the Lessee at his own expense provide all requisite and proper walls, fences, sewers, drains and other conveniences thereto of such description and designs respectively by obtaining prior written approval of the SELLOR/LESSOR as well as the Municipal Corporation of Hyderabad and such structure or portion thereof shall be constructed in all respects with such plans and specifications in accordance with prior written approval by the SELLOR/LESSOR as well as the Municipal Corporation of Hyderabad and the other concerned Authorities. The purchaser/Lessee shall produce a certificate which must be dated and signed by the SELLOR/LESSOR as well as the Municipal Corporation of Hyderabad and the concerned Authorities. The Purchaser/Lessee shall produce a Certificate which must be dated and signed by the SELLOR/LESSOR as well as the Municipal Corporation of Hyderabad and the concerned authorities that the structure or portion thereof has been built conforming to and complying with the stipulations herein contained have been fulfilled as regards the erection of structure or portion thereof provided the Purchaser/Lessee shall have been duly observing the other terms and conditions and covenants in this Sale/Lease Deed.

The plans, sections, elevations and specifications for the construction of the structure or portion thereof to be erected upon the said piece of land and any additions or alterations to existing structure or portion thereof shall indicate in figures, lengths, breadths and thicknesses of walls, floors and state the description of material to be used and such, plans, sections, elevations and specifications shall be submitted to the Lessor as well as the Municipal Corporation of Hyderabad and the concerned Authorities, in triplicate, and shall be approved by the Lessor and the said Municipal Corporation before the work of construction of the structure or portion thereof or existing structure is commenced. The said Lessee shall not make any alterations in or additions or conveniences to the structure or portion thereof or to existing structure so approved aforesaid either external or internal so as to affect any structural features thereof appearing in the approved

plans unless such alterations and additions shall have been previously in like manner approved. The Lessee shall obtain the consent in writing of the Lessor for every construction, addition alteration and convenience which consent may either be with held or may be given by the Lessor on such terms including the payment of enhanced rent or of a fine or premium by the Lessee as the Lessor shall in his discretion think fit;

PROVIDED that plans, sections, elevations and specifications for the erection of any additional structure and conveniences or for any intended alterations thereto which shall indicate in figures the lengths, breadths and thickness of walls, floors and scantlings of timber and State the description of the materials to be used shall be submitted to the Lessor as well as the Municipal Corporation of Hyderabad and the other concerned Authorities, in triplicate, before any such addition or alteration is commenced., copy of every such plan and specification shall be strictly adhered to PROVIDED THAT in making any such additions or alterations as aforesaid, all directions as may be given by the Lessors or his authorised officer shall be promptly complied with. In case any additions or alterations or conveniences to the said structure or portion thereof are not being constructed complying with the approval or directions of the Lessor or his authorised officer, the Lessee, upon receiving notice, shall thereupon rectify the works or such portion thereof as may be necessary in accordance with such notice. All notices, consents and approvals to be given under this lease shall be in writing and shall be signed by the Lessor or his authorised officer.

All materials used in the said structure or portion thereof shall be deemed to be the property of the Lessor after they have been once brought on the said land and all drains and sewers for the said plot of land shall be constructed, made and laid and connected by the lessee at his own cost to the satisfaction of the Lessor and the Municipal Corporation and Lessee shall also comply with all the provisions of the Factories Act, 1948, Water and Environmental Pollution (Control and Prevention) Acts to the satisfaction of the concerned Authorities. The Lessee, to the satisfaction of the Lessor, the Municipal Corporation of Hyderabad, the Chief Inspector of Factories and other Authorities under the Air, Water and Environmental Pollution (Control and Prevention) Acts shall dispose of, at his own cost, such of the industry/factory refuse as may not be allowed to be drained into the public drains. The Lessee shall also at his own expense maintain and keep in repair the drains, sewers and gutters leading from the said plot of land or structure or portion thereof in accordance with the law relating to factories in force in the State of Andhra Pradesh and the law in force relating to the Municipal Corporations, Hyderabad City, without requiring any notice in that behalf from the Lessor or his authorised officer.

All Rules, Regulations and Bye-Laws of the Lessor and of the Municipal Corporation of Hyderabad and the Factories Act relating to the structures and health and sanitation which may be in force from time to time shall be conformed to by the Lessee and the Lessee shall not permit any labourers or workmen employed by him or other persons to lie upon the said piece of land;

The Lessee shall pay all charges for the consumption of filtered and unfiltered water according such rates as may from time to time to be fixed by the Andhra Pradesh Government and shall also pay all charges for taking the supply of water from the mains and shall also abide by all the Rules and Regulations and Bye-laws of the Hyderabad Metropolitan Water Supply and Sewerage Board which may be in force from time to time Provided Always and it is hereby expressly agreed that the Lessor or the Hyderabad Metropolitan Water Supply and Sewerage Board shall not be bound to supply any particular quantity of water or at all; it being understood that in case of scarcity, the ordinary supply of water might be reduced or even completely stopped, the Lessor or the Hyderabad Metropolitan Water Supply and Sewerage Board giving such notice or reduction or stoppage of water as under the circumstances may be reasonable;

The Lessee shall at his own cost arrange for taking the necessary connection for the supply of electrical energy from the electricity mains. The Lessee shall pay all charges for the consumption of electrical energy regularly and shall abide by all Rules and Regulations and Bye-laws of the Andhra Pradesh State Electricity Board, Hyderabad, in force from time to time.

The Lessee shall not directly or indirectly assign, transfer or otherwise part with any interest in the demised plot of land or portion thereof, the subject hereof or in the structures or materials for the time being thereon or create any sub-interest therein nor sub-let the whole or any part of such demised plot of land or portion thereof.

The Lessee shall not directly or indirectly utilise the whole or any part of such demised plot for non-industrial use or unauthorised use or residential purpose and collect rentals or profits or goodwill or charges from any other person;

During the period of demise, the said Lessee shall not use the demised plot for the purpose expressly stated in this Lease Deed, subject to the terms and conditions including covenants and also shall not permit the said demised plot or portion thereof to be used by any other person nor any act be done or caused or suffered to be done on the said plot of land or any portion thereof or in the said structure or portion thereof which in the judgment of the Lessor is likely to be or become a nuisance or a disparagement, annoyance or inconvenience to the Lessor or to the Lessees or Tenants of any other property in the said neighbourhood;

The Lessee shall not directly or indirectly induct outside persons into the demised plot of land or any portion thereof for any purpose whatsoever. The Lessee agrees with the Lessor that he will not sub-lease or sub-let or assign the demised plot of land or any portion thereof during the demise.

The Lessee agrees with the Lessor that he shall not enter into partnership agreement or deed or any other arrangement and induct any person into the demised plot of land or portion thereof under such partnership agreement or deed or arrangement for carrying on any activity whatsoever. Every partnership agreement or deed or arrangement together with complete details shall be submitted invariably to the Lessor for scrutiny and approval. The approval or consent to such agreement or deed or arrangement may either be withheld or may be given by the Lessor to the Lessee on such terms and conditions as the Lessor in his discretion thinks fit.

It is hereby agreed, (1) that the Lessee during this demise shall not mortgage the said plot of land or portion thereof and the leasehold right of the said land to the banks or any other financial institutions without the prior approval in writing of the Lessor,

(2) that whenever any part of the rent hereby reserved shall be in arrear for the period of 30 (thirty) days whether the same shall have been legally or formally demanded or not and also if and whenever there shall be a breach of any of the covenants and conditions by the Lessee within contained the Lessor shall re-enter upon the said plot of land or portion thereof and immediately thereupon this demise and all rights of the said Lessee hereunder shall absolutely determine,

(3) that the Lessee will start the Industry for which the said plot of land or portion thereof as been leased, viz.,
within thirty days
 for the execution of this lease deed and any default on the part of the Lessee in this respect will entitle the Lessor to determine the lease and re-enter upon the land and take possession of the structures standing thereon.

The Lessee doth further covenant with the Lessor that he agrees to pay the enhanced premium and enhanced monthly rents as and when such enhancement of premium and monthly rent in respect of his plot of land or plots of land in the Azamabad Industrial Area, Azamabad, Hyderabad is ordered by the Government.

It is hereby agreed and declared by and between the said parties that the said Lessee shall be at liberty during the last three months of the term hereby granted provided he shall have observed and performed all the covenants and conditions herein contained and on the part of the Lessee to be observed and performed to remove at his own expense in all respects the structure erected by him upon the demised piece of land or portion thereof on the express condition which is hereby agreed to on the part of the said Lessee that such removal is completed and the ground cleared, leveled and restored to a good state and condition to the satisfaction of the Lessor or his authorised officer before the expiration of the term hereby granted.

The Lessee may make an application for the renewal of lease to the Competent Authority within sixty days before the expiry of the lease period and the competent Authority shall consider the application of the lessee for renewal and accordingly renew the lease for a period not exceeding the original lease period or refuse to renew the same for reasons to be recorded in writing.

The lease Deed shall be registered with the.....

and all other cost and expenses incidental to this Lease Deed and also to the registration of this Lease Deed shall be paid by the Lessee:

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All notices and approvals to be given under this Lease Deed shall be in writing and shall be signed by the Lessor or by the Officer authorised by him, as the case may be, and all such notices shall be deemed as duly served upon the said Lessee and on all the persons in occupation if the same shall have been affixed on some conspicuous part of the last known place or residence or business of the Lessee or is given or tendered to some adult member of his family or is affixed on some conspicuous part of the demised plot of land or portion thereof or structure to which it relates;

Now this indenture witnesseth that in pursuance of this Lease Deed, a sum of Rs.....(Rupees.....) paid by the Lessee to the Lessor on..... as a premium and has also paid a further sum of Rs.....being the monthly rent for the said plot of land for a period from.....to.....and in consideration of the rents and covenants hereinafter reserved and of the covenants and terms and conditions on the part of the Lessee hereinafter contained the Lessor doth hereby demise unto the Lessee all that piece of land or portion thereof, bearing Plot No.....situated in the Azamabad Industrial Area, Azamabad, Hyderabad more particularly described in the Schedule hereunder written Together with structures erected and built thereon, for a term of..... years, commencing from.....The Lessee hereafter shall be paying monthly rental of Rs.....(Rupees.....) clear of all deductions on or before.....the day of each succeeding month for the said plot of land or portion thereof, bearing Plot No.....during the said term.

The Lessee doth hereby covenant with the Lessor that he shall during the said term pay at the office of the Lessor the monthly rent here before reserved upon the days and in manner aforesaid and shall also pay all rates, taxes, charges, assessments and outgoings now payable or hereafter to become payable in respect of the said plot of land or portion thereof, bearing Plot No.....and any structures for the time being standing on the said piece of land or any part thereof.

It is further agreed that in case of any default of the aforesaid payments, it shall be deemed as breach of covenants and conditions on the part of the Lessee entitling the Lessor to determine the lease and make re-entry upon the said demised plot or portion thereof forthwith and thereupon it shall be lawful for the Lessor to recover such amounts as due and payable by the lessee as an arrear of land revenue under the Revenue Recovery Act. The Lessee shall also be paying unto the Lessor in the event of and immediately upon the said term being determined by re-entry under the proviso herein contained a proportionate part of the said rent for the fraction of the current month upto the day of such re-entry.

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The Lessee will permit the Lessor or his authorised Officers and all workmen and others employed by him or them or the Chief Inspector of Factories at any time during the term hereby granted on the day twenty four hours of previous notice to enter into and upon the said demised plot of land or portion thereof and the structure(s) or portion thereon to make inspection, survey, measurements, valuation or enquiry or taking levels of such land or structure(s) or portion and also to examine and determine whether the demised plot or portion thereof is used for the purpose expressly stated in this Lease Deed and whether there is any unutilised portion of any plot or portion thereof without any industrial activity so as to accommodate any other industry on such unutilised plot of land or portion thereof. During such inspection of the Lessor or his authorised officers and all workmen and others employed by him or them or the Chief Inspector of Factories at any time, the demised plot of land or portion thereof or structure(s) or portion shall be open at all times.

THE LESSEE DOTH HEREBY FURTHER COVENANT with the Lessor that the Lessee will not any time during the continuance of this demise, affix or display or permit to be fixed or displayed on the said demised plot or any part thereof or on the roof or external walls of any structure or erection for the time being thereon any sign-boards, sky-signs or advertisements painted or otherwise or any permanent or temporary attachment to any such roof or external wall of the like character without obtaining the prior consent in writing of the Lessor. The Lessee doth hereby further covenant with the Lessor that the Lessee will throughout the said terms keep all and every structure erected or which may be erected on the said plot of land insured in the joint names of the Lessor and of the Lessee to the full insurable value thereof against loss or damage by fire in the insurance office to be approved by the Lessor and will produce the premium of such insurance to the Lessor as and when required by the Lessor or his authorised officer. In case of destruction of structure(s) or portion by fire and if the amount received by virtue of any such insurance in rebuilding or repairing the said plot of land or portion thereof is insufficient for this purpose, the Lessee will at his own cost rebuild or reinstate the said structure or portion thereof and whenever during the said term the said structure or any part thereof is destroyed or damaged whether by fire or storm or hurricane or otherwise, the Lessee will reinstate the same under the direction and approval of the Lessor and will continue to pay the rent hereby reserved as if no such destruction or damage by fire or storm or hurricane or otherwise has happened.

THE LESSEE DOTH FURTHER COVENANT with the Lessor that any default on the part of the Lessee in these respects will entitle the Lessor to determine the lease and re-enter upon the land and take possession of the structure(s) or portion thereof standing thereon and the Lessee or the unauthorised persons in occupation of the said plot of land or portion thereof shall not be entitled to any compensation towards amounts spent by them either on improving the said plot of land or portion thereof or on structures or portion thereof etc., in case of determination of the Lease.

THE LESSEE ALSO DOTH FURTHER COVENANT with the lessor that in case he commits any breach or makes default in the performance of all or any one or more of the terms and conditions and covenants on his part herein contained it shall be lawful for the Lessor or his

March 7, 2002]

authorised officer deputed by him in that behalf to enter into and resume possession of the said plot of land or any portion thereof and all such structures, erections and materials as may then be found upon the said plot of land or portion thereof for the absolute use of the Lessor and thereupon this Lease shall be void and all sums paid to or deposited with the Lessor as aforesaid shall be forfeited to the Lessor and shall belong to him absolutely but without prejudice to all other legal rights and remedies of the Lessor against the said Lessee;

THE LESSEE DOTH FURTHER COVENANT with the Lessor that he will adhere to the provisions contained in the Azamabad Industrial Area (Termination and Regulation of Leases) Act, 1992 (Act No. 15 of 1992) and the Rules made thereunder and any default on the part of the Lessee in these respects will entitle the Lessor to determine the lease and re-enter upon the said land and take possession of the structure(s) standing thereon and thereupon the Lessee or any other person shall not be entitled to any compensation.

THE LESSEE DOTH FURTHER COVENANT with the Lessor that in case of determination of the term of the lease period by the Lessor for breach or making default in the performance of all or any one or more of the covenants and terms and conditions committed in this Lease Deed, the Lessee shall quietly deliver unto the Lessor the said piece of land or portion thereof together with all structures or portions thereof and erections which shall have been built thereon during the said term in such good and substantial repair and condition and no claim whatever by way of compensation shall be made in respect of any such matters.

IN WITNESS WHEREOF THE LESSOR and the Lessee have hereunto set their hands and seals, the day and year first above written.

The SCHEDULE above referred to All that piece of land containing by admeasurement acres or thereabouts bearing Plot No. in the Industrial Area, Azamabad and bounded on the

North by

South by

West by

East by

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Signed and delivered by the Lessor represented by the Competent Authority, viz., the Commissioner of Industries, Chirag Ali Lane, Hyderabad in the presence of:

1.

2.

Signed and delivered by the Lessee in the presence of:-

1.

1.

2.

2.

JAINDER SINGH,
Principal Secretary to Government,
and Commissioner for
Industrial Promotion.

U 12/6/12

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GOVERNMENT OF ANDHRA PRADESH
ABSTRACT

Azamabad Industrial Area (Termination & Regulation of Leases) (Amendment) Act No 1 of 2000 Conversion of lease hold rights into freehold rights in Azamabad Industrial Area - Land price - Fixation of market value as on 17-02-2000 i.e. the date of enactment of Act - Orders - Issued

INDUSTRIES & COMMERCE (IF CELL) DEPARTMENT

G.O.Ms.No.285.

Dated 24-10-2008.

Read the following:-

- 1) From the Commissioner of Industries, Lr.No.28/2/2001/0028 0028/ID, dt.10-10-2002 & Lr.No.13/2/2001/0028/PD, Dt.19-09-2008.
- 2) Memo No.15511/IF Cell/A1/2003, dt.22-11-2003.
- 3) From the Commissioner of Industries, Lr.No.13/1/2008 028/028/Suppl. Dt.30-01-2008.
- 4) Govt. memo No.3336/IF Cell/A1/2008 dt.14-08-2008 and 26-08-2008.
- 5) From the Commissioner of Industries, letter No. Lr.No.13/1/2008/0020/0020, dt.29-08-2008 & 06-09-2008 &&&&

In the reference 1st read above, the Commissioner of Industries has requested the Government to issue necessary orders fixing market value at which the land can be offered to the lessees of Azamabad Industrial Area, Hyderabad as the Azamabad Industrial Area (Termination & Regulation of Leases) (Amendment) Act 1 of 2000 provides for the occupant industrialists to opt for free hold rights.

2) In the reference 2nd read above, Government issued orders indicating that the price of land as on the date of enactment (i.e. 17-02-2000) may be taken into consideration for granting free hold rights, converting lease hold rights into free hold rights in Azamabad Industrial Area, Hyderabad.

3) In the reference 3rd read above, the Commissioner of Industries has reported that, Government in the memo 2nd read above, have decided that the price of land for granting free hold rights converting lease hold rights into free hold rights as on the date of enactment made in February, 2000 may be taken into consideration; but, did not fix the specific market value to be adopted. He has therefore again requested the Government to issue necessary orders for fixing of market value at which the land can be offered to the eligible industries of Azamabad Industrial Area, Hyderabad on free hold basis in terms of the Azamabad Industrial Area (Termination and Regulation of leases) Act, 1992 and as amended by Act No.1 of 2000.

4) In the circumstances reported by the Commissioner of Industries in the references 3rd and 5th read above, the matter has been examined in detail and after careful consideration, Government have decided to reiterate its earlier order vide reference 2nd read above and further order that the price of land is fixed based on the Market Value prevailing as on 17-02-2000 (i.e. the date of the enactment of Act No.1 of 2000); for granting free hold rights converting the lease hold rights into free hold rights in Azamabad Industrial Area. The Commissioner of Industries is directed to collect the market value at the rates prevailing as on 17-02-2000 as indicated in his letter dated 06-09-2008 which are based on the information furnished by the Sub-Registrar, Chikakadpally, Hyderabad together with Fixed Deposit Rate with simple interest from 01-01-2005 to till the date of payment of the land price.

5) The Commissioner of Industries is directed to take further necessary action in the matter.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

B. SAM BOB
PRINCIPAL SECRETARY TO GOVERNMENT & CIP

To
The Commissioner of Industries, Andhra Pradesh, Hyderabad.

Copy to:

The Revenue (Registration) Department.
The Finance Department.
The Addl. Secretary to C.M.
OSD to Minister (Finance).
PS to Minister (Major Industries)
PS to Chief Secretary to Govt.,
PS to Prl. Secretary to Govt., & CIP, Ind. & Com Deptt.
SF/SC (C.No.3336/IF Cell/A1/2008)

//Forwarded :: By Order//

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SECTION OFFICER.

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GOVERNMENT OF ANDHRA PRADESH
INDUSTRIES & COMMERCE (IF Cell) DEPARTMENT

Memo. No. 4729/IF/Cell/AI/2007-1.

Dated 19-06-2008

Sub. The Azamabad Industrial Area (Termination and Regulation of Lease) Act (Amended) No. 1 of 2000 - Implementation of the Act for Granting freehold rights to the occupant industrialist - Clarification - Issued - Regarding.

Ref:-1) From the Commr. of Industries, Hyd, Lr No 13/01/2005/0079/0079/ID, dt. 31.3.2007.

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The proposal of the Commissioner of Industries received through the reference cited has been examined in detail and he is informed that, Section 3(1) (b) (i) of the Azamabad Industrial Area (Termination & Regulation of Lease) Act, 1992 lays down that the leases of plots or portions shall stand cancelled as on the date of coming into force of the above Act, if after due enquiry it is found that there is misuse of land for a purpose other than the purpose for which the land was allotted including nonuser.

The following clarification is issued on the request of Commissioner of Industries, which are as follows:-

Sl.No.	Points	Clarifications
1	If the lessee is not running the industry for different reasons and is in possession of land and not using for other purposes, the Administrative Department may satisfy the genuineness of the reasons for not running the industry and take a view on case-to-case basis.	The word "Nonuser" is not defined in the Act. The above Act contemplates conducting enquiry to determine whether there is non-use of the land and the reasons therefor. Therefore, if in the enquiry conducted, it is found that the lessees of the plots in Azamabad Industrial Area have not used the land for the purpose for which it was allotted for good and sufficient reasons and they are in possession of the land as on 11-07-1992 and not using the plot for any other purpose and kept it vacant, their cases may be considered under the provisions of the said Act. If the lessee run the industry for some time and forced to close the unit on the reasons beyond the control of the lessee or lessor shall not come under the definition of nonuser. There is no objection to examine each case and take a view as proposed.

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2	In case of legal heirs, though they are not brought on record in possession of the land and running the industry, may not be construed as a violation provided the Administrative Department satisfies with the reasons for not bringing the legal heirs possession on record.	Where the land was let out for the building purposes and no period is fixed the Supreme Court in Siva Yogeswara Press Vs. M.Pancha Kashyanappa (AIR 1962 SC 413) held that, on construction of the terms of the lease deed that the lease was heritable and assignable. It will, therefore, depend on the terms of the lease whether the lease is heritable or not. It is stated in the preamble of the Act that the leases in Azamabad Industrial Area are given for a period of 99 years. It is therefore presumed that the leases are heritable. If the legal heirs are in possession of the land and running the industry, it cannot be construed as violation of the provisions of the Act even if they were not brought on record.
3	The lessees have applied for permission for expansion of the industry / change of land of activity / change of electricity load etc. and where Commissioner of Industries or State Government agencies refuses permission / kept pending for want of instructions from other agencies. In these cases, as lessees are not at fault for not running the industry, as Governmental agencies have not permitted for the same, the Administrative Department may satisfy about the genuineness of the reason and take appropriate action on case-to-case basis.	In case, where lessees have applied for permission for expansion of the industry or change of land use and where permission was refused either by the Government or Commissioner of Industries or their applications were kept pending it is necessary to conduct enquiry into the matter in each and every individual case to ascertain the correctness of facts and if on an enquiry, it is found that the lessees were not at all at fault for not running the industry, their cases can also be considered under the provisions of the said Act.
4	As regard Govt allotted lands to few organization like - APSTRC, Electrical Sub-station, Labour Department, ITI, Canteen,	These lands were not leased out for running the industries. Hence, the above Act is not applicable to such allotments of land

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The Commissioner of Industries, Hyderabad is requested to take necessary action accordingly

B.SAM BOB
Principal Secretary to Government & CIP

cc
To
✓ The Commissioner of Industries, A.P., Hyderabad.

Copy to:
Ps to Pri. Secy & CIP, Ind. & Com. Dept.
Ps to M(MI)
Ps. to Pri. Secy. to CM.,
Ps to Secy., Legal Affairs, Law Dept.
SF/SC

// FORWARDED :: BY ORDER //

cc
S. M. S. S. S.
Section Officer

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**GOVERNMENT OF ANDHRA PRADESH
INDUSTRIES & COMMERCE DEPARTMENT**

Memo No.1203/IF.Cell/A1/2010-1

Dated: 6-5-2010

Sub: Azamabad Industrial Area (Termination & of Leases) Act No.15 of 1992 and as amended Act, No.1 of 2000 - Review of Provisional grant of Free Hold Rights to M/s Good Health Agro Tech. Limited - Further orders - Issued - Regarding.

Ref: 1. Act No: 15 of 1992 and rules issued thereon.
2. Act No: 1 of 2000 and rules issued thereon
3. Press Notification dated 17-2-2004.
4. COI, Lr.No.13/1/2003/0028/0028, dated:Nil
5. COI, Hyderabad Lr.No 13/1/2004/0080/0080 dt:20-5-2004.
6. G.O.Ms.No.285 Inds. & Com.(IF.Cell) Dept, dt:24-10-2008.
7. Representations from the Director, Good Health Agro Tech Ltd., Hyderabad, 5-1-2010.

In order to curb misuse of Government land, the Govt. have enacted Azamabad Industrial Area (Termination & Regulation of Leases) Act No.15 of 1992 which was subsequently amended by an Act, No 1 of 2000. The gist of Section 3 and Section 4 of the Amended Act is indicated below.

Section - 3 (1) (a) All the leases get terminated as on the appointed date.

Section - 3 (1) (b) - The leases of plots or portions shall be cancelled on either all or any of the following grounds namely:-

- a. Misusing of land for a purpose other than the purpose for which land was allotted including non-user; or
- b. Sub-letting or transferring the plots or portions of plots by entering into disguised partnerships and other unauthorized transfers of interest in the plot; or
- c. Violation of any terms, conditions or covenant specified in the Lease Deed.

Section- 3 (2) & Section - 3 (3) :- lessees who do not attract the disqualification U/S.3(1)(b) may apply for a fresh lease under section 3 (2) or in lieu of fresh lease may apply for freehold rights under section 3 (3).

Section - 4(1) Person in occupation and running an industry on the appointed date may apply for a fresh lease in the manner prescribed.

Section - 4(2) The competent Authority, may where he is satisfied that the applicant actually been using the demised plot for industrial purpose, and deserves grant of lease, shall grant a lease, on such terms and conditions, as may be prescribed.

2. With a view to implementing the provisions of the Act, a Press Notification was issued on 17-2-2004 by the Commissioner of Industries and Competent Authority calling for applications from the eligible occupant industrialists for grant of free hold rights/fresh lease, in addition to addressing letters to the individual occupant industrialists vide reference 4th cited.

3. In response to the above, applications were filed under Section 4(1) of the Act No.1 of 2000 and the same have been examined under the provisions contained in Section 3(1) (b) of the said Act and considered by the Competent Authority under Section 4 (2) of the Act. The Competent

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Authority having satisfied with the applicant Industries that they are using their plots for industrial purpose and eligible for grant of freehold rights under the provisions of Section 3 (3) of Azamabad Industrial Area (Termination and Regulation of Leases) Act No.15 of 1992 as amended, by Act No.1 of 2000 and granted freehold rights in all the 24 cases. As stated above, the 24 cases were considered under Section 4(2) of the said Act.

4. The Commissioner of Industries has subsequently reported that the learned Advocate General has opined that Government have to review all the 24 cases wherein the orders have been issued under section-4(2) of Act No.1 of 2000 granting free hold rights by the Commissioner of Industries and Competent Authority, since Section-4 does not confer any right for grant of free hold rights. Therefore, the Commissioner of Industries vide his letter, dt. 18-1-2007 has requested the Government to review the provisional orders issued in all 24 cases under Section-10 of the Act, by amending the relevant rules as suggested by learned Advocate General. Accordingly, the Government have amended the Rules issued in G.O. Ms. No. 87, Industries & Commerce (IF.Cell) Dept. dt. 20.02.2002 vide G.O.Ms.No.227, Industries & Commerce (IF.Cell) Dept. dt. 18.8.2008.

5. The President, Azamabad Industries Association, Hyderabad in his Letter dt:28-12-2009 and dt.10.30.2010 has stated that the Industrialists of Azamabad have obtained land on 99 years lease from the Nizam Government for running their industries. Since then with great difficulty they were able to survive and struggling hard to run their Industries. He has further stated that during November,2007, the case of M/s. Good Health Agro Tech. Ltd., along with others, has been heard by the Govt. and the decision is pending. He further requested to kindly give them an opportunity to furnish their submissions for grant of free hold rights in respect of Azamabad Industrial Area Lands, under section 3(3) of the said Act.

6. Keeping in view of the advice of the Learned Advocate General and the proposals of Commissioner of Industries, Government by virtue of powers delegated Under Section 10 of the Azamabad Industrial Area (Termination & Regulation of Leases) Act 15 of 1992 and as amended by Act No. 1 of 2000 and the Rules made there under, decided to review the provisional allotment orders issued in all the 24 cases. Accordingly M/s Good Health Agro Tech Private Limited, one of the industry in Azamabad Industrial Area, was given an opportunity of personal hearing to defend their case for grant of freehold rights vide Govt. Letter dt. 4.1.2010.

7. Sri Subhash Chandra Agarwal, Director of M/s. Good Health Agro-Tech Private Limited who represented the unit has attended the personal hearing on 06/01/2010 and put forth his arguments and requested for grant of free hold rights and execution of sale deed in favour of them in respect of plot No.21/2 admeasuring 5433.86 sq. yards (4543.36 sq. meters) as was granted earlier by Commissioner of Industries & Competent Authority, Azamabad Industrial Area. After hearing the arguments and on verification of records, it is observed that M/s. Hyderabad Engineering and Brass Products Limited were the original lessee of plot No.21/2admeasuring 5440.16 sq. yards (1.124 acres) which was allotted for a period of 99 years with effect from 19-3-1944 (16.06.1353 Fasli) and this lease was transferred to M/s.Dundoo Bala Narasalah and Sons vide G.O.Ms.No.1912,Industries Department dt. 5-12-1960. The lease was executed on 4-4-1963. This lease was granted for the purpose of setting up a unit for running metal Rolling Mills, Manufacture of Non-Ferrous Metal Products etc. The lease hold rights were again transferred from M's.Dundoo Bal Narsalah and Sons to M/s. Dundoo Oil Industries for the remaining 99 years of lease period for the purpose of manufacture of Refined Edible Oils Vide G.O.Ms.No.516, Ind. & Com.(IF. Cell) dept. dt.29-10-1983. Subsequently, the nomenclature of this unit has been changed as M/s. Good Health Agro-Tech w.e.f. 11-11-1993 by Inducting new partners and later converted into Public Limited Company as per Lr.No. RAP/NA/167/93-94 dt.17-5-1993 of Registrar of Companies, Hyderabad. Again permission was accorded by the Commissioner of Industries vide Memo No.13/1/2004/0080/0010/FD, dt.17-7-2006 to General

Contd..3.

Manager, DIC, Hyderabad to incorporate the change of name and constitution in the PMTSSI Registration Certificate in respect of M/s. Good Health Agro Tech Private Limited. The representative has also stated that they are using the demised plot for the purpose of which it was allotted and there are no other claimants in respect of their plot No.21/2 as they are the sole owners and in possession of the said demised plot over an extent of 5433.86 sq. yards (4543.36 sq. meters) . This unit is found to be working on the appointed date 17-2-2000 and using the land for industrial purpose and the provisions 3(1)(b) are not attracted in this case.

8. During the review of the case ,the Director of the firm; who represented the unit, has furnished necessary documents in support of their case, which include permanent SSI registration certificate, Property tax and tax bills etc. and further requested to grant free hold rights under section 3(3) of the Act No.1 of 2000 as their firm is satisfying all lease conditions and not attracted by section 3(1)(b) of the said Act.

9. After examining the issue in detail, and what is stated in the foregoing paras and arguments put forth by the representative of the Unit during the hearing and on verification of the records, Government felt provisional allotment letter issued to M/s Good Health Agro-Tech Private Ltd. Hyderabad for grant of free hold rights in Plots No.21/2 admeasuring 5433.86 sq. yards (4543.36 sq. meters) in Azamabad Industrial Area. vide reference 5th cited is not in conformity with the Azamabad Industrial Area (Termination & Regulation of Leases) Act No.15 of 1992 and as Amended by Act No I of 2000 and Rules issued thereon as opined by Learned Advocate General. Accordingly, Government hereby set aside the proceedings issued in the reference 5th cited.

10. Govt. have also noticed that M/s Dundoo Oil Industries is the authorized lessee, the nomenclature of which was changed to M/s. Good Health Agro-Tech by forming a new partner ship which was subsequently changed to M/s. Good Health Agro-Tech Private Ltd with effect from 11.11.1993. The unit is found to be working on the appointed date ie.17-2-2000 and using the land for industrial purpose and the provisions of the section 3 (1) (b) are not attracted in this case, and further came to a conclusion that the unit is satisfying all the requirements for grant of free hold rights. Accordingly, Government hereby accord permission to Commissioner of Industries and Competent Authority, Hyderabad for grant of freehold rights in favour of M/s Good Health Agro-Tech Private Ltd in plot No.21/2 admeasuring 5433.86 sq. yards (4543.36 sq. meters) located in Azamabad Industrial Area under section 3(3) of the Azamabad Industrial Area (Termination & Regulation of Leases) Act No.15 of 1992 and as Amended by Act No I of 2000. The Commissioner of Industries & Competent Authority, Hyderabad shall take necessary steps for execution of sale deed in favour of the firm as per the orders issued in G.O. 6th cited.

11. The Commissioner of Industries, Hyderabad, is requested to send compliance.

B.SAM BOB
PRINCIPAL SECRETARY TO GOVERNMENT & CIP

To
The Commissioner of Industries & Competent Authority, A.P., Hyderabad
Copy to :
The Director,
M/s. Good Health Agro Tech. Private Limited, Azamabad Industrial Area,
Hyderabad.
P.S. to Minister (MI, C&EP,FP)
P.S. to Pri .Secy. & CIP, Ind. & Com. Dept.,

//FORWARDED:: BY:: ORDER//

S. Mahesh
SECTION OFFICER

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GOVERNMENT OF ANDHRA PRADESH

FROM THE COMMISSIONER OF INDUSTRIES AND COMPETENT AUTHORITY, AZAMBAD INDL AREA, CHIRAG ALI LANE HYDERABAD - 500 001.	TO THE MANAGING DIRECTOR M/S.GOOD HEALTH AGRO TECH LIMITED PLOT NO.21/2, 1-8-663 AZAMABAD INDL AREA HYDERABAD.
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LR NO.13/1/2004/0080/0080, DATED: 20-05-2004

SIR,

SUB: AZAMABAD INDUSTRIAL AREA (TERMINATION & REGULATION
OF LEASES) (AMENDED) ACT NO. 1 OF 2000 - ALLOTMENT LETTER
ISSUED - REGARDING.

REF: 1. ACT NO.15 OF 1992 AND RULES ISSUED THEREON
2. ACT NO. 1 OF 2000 AND THE RULES ISSUED THEREON
3. GOVT MEMO NO.15511/IF CELL/A1/2003, DT 22-11-2003
4. PRESS NOTIFICATION DATED 17-02-2004
5. THIS OFFICE LR.NO.13/1/2003/0028/0028, DT.
6. YOUR APPLICATION DATED: 16-03-2004.

M/s.Dundoo Balanarasaiah and Sons were originally given on lease land in Plot No.21/2 in Azamabad Industrial Area admeasuring 1.124 acres (5440.16 sq yards) for a premium of Rs.1926/13/9 and on a yearly rent of Rs.24.14 for a period of 99 years commencing from 16-06-1353 Fasli corresponding to 19-03-1944 and Lease Deed was executed on 04-04-1963. The allotment of the land to the said company was made for the purpose of setting up a unit for running Metal Rolling Mills and manufacture of Non-Ferrous Metal Products, Engineering, Glass, Chemical and Paint works etc. Subsequently, the Government vide G O Ms No.516, Inds & Com (IF Cell) Department, dated 29-10-1983 have accorded permission to transfer the leasehold rights of the entire plot to your M/s.Dundoo Oil Industries for remaining period out of 99 years for manufacture of Refined Edible Oils. Subsequently, the name and constitution of your unit has been changed from M/s.Dundoo Oil Industries to M/s.Good Health Agro Tech with effect from 11-11-1993 by inducting new partners and subsequently converted as Public Limited company as per the Lr.No.RAP/NA/167/93-94, dated 17-05-1993 of Registrar of Companies, Hyderabad.

The Government in order to curb misuse of the allotment of land, enacted Azamabad Industrial Area (Termination and Regulation of Leases) Act No.15 of 1992 and also Amended Act No.1 of 2000. In terms of the provisions of the Act, all the occupant industrialists of Azamabad Industrial Area have to make an application for grant of fresh lease / frechold rights. In order to implement the provisions of the Act, Press Notification has been issued through the reference 4th cited, and through a letter addressed to the individual occupant industrialists through reference 5th cited. applications from the eligible occupant industrialists have been called for as per the provisions contained in Section 3 (2) of Act No.1 of 2000.

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In response to the above, you have filed the application through reference 6th cited under Section 4(1) of the Act 1 of 2000. The application filed by you has since been examined as per the provisions contained in Section 3 (1) (b) of the Act and the same has been considered by the Competent Authority under Section 4(2) of the Act. The Competent Authority is satisfied that you have been using the plot for industrial purpose and eligible for grant of freehold rights under the provision of Section 3 (3) of Azamabad Industrial Area (Termination and Regulation of Leases) (Amendment) Act No.1 of 2000. Hence you are hereby provisionally allotted the Plot No.21/2 admeasuring 5433.86 sq yards or 4543.36 sq metres (1.123 acres) which has been delineated in a sketch attached hereto, in Azamabad Industrial Area, Hyderabad for grant of freehold rights subject to the following terms and conditions.

1. You should have paid the arrears of quit rent and premium if any and any other arrears due to Government towards Water, Electricity and property tax etc. as on date.
2. No case should be pending in any courts of law against the Government.
3. You should get No Dues Certificate from the financial institution, if the leasehold rights are mortgaged.
4. You should remit the cost of the land as detailed below.

As per the orders issued by the Government through reference 3rd cited all the allottees of land in Azamabad Industrial Area (freehold rights) would have to pay the market value of the land prevailing as on the date of enactment of Act No.1 of 2000 i.e., 17-02-2000. Your unit falls under Block No.8 of Ward No.1 of Azamabad Industrial Area and the market rate prevailing on the stipulated date as informed by Sub-Registrar, Chikkadapally, Hyderabad is Rs.12000 per square yard abutting main road from RTC N Road to Andhra Mahila Sabha upto 60 feet depth and after 60 feet depth, Rs.7500 per square yard for non-residential purpose.

You are therefore requested to comply all the conditions stipulated above and get the plot registered in favour of your Company at an early date.

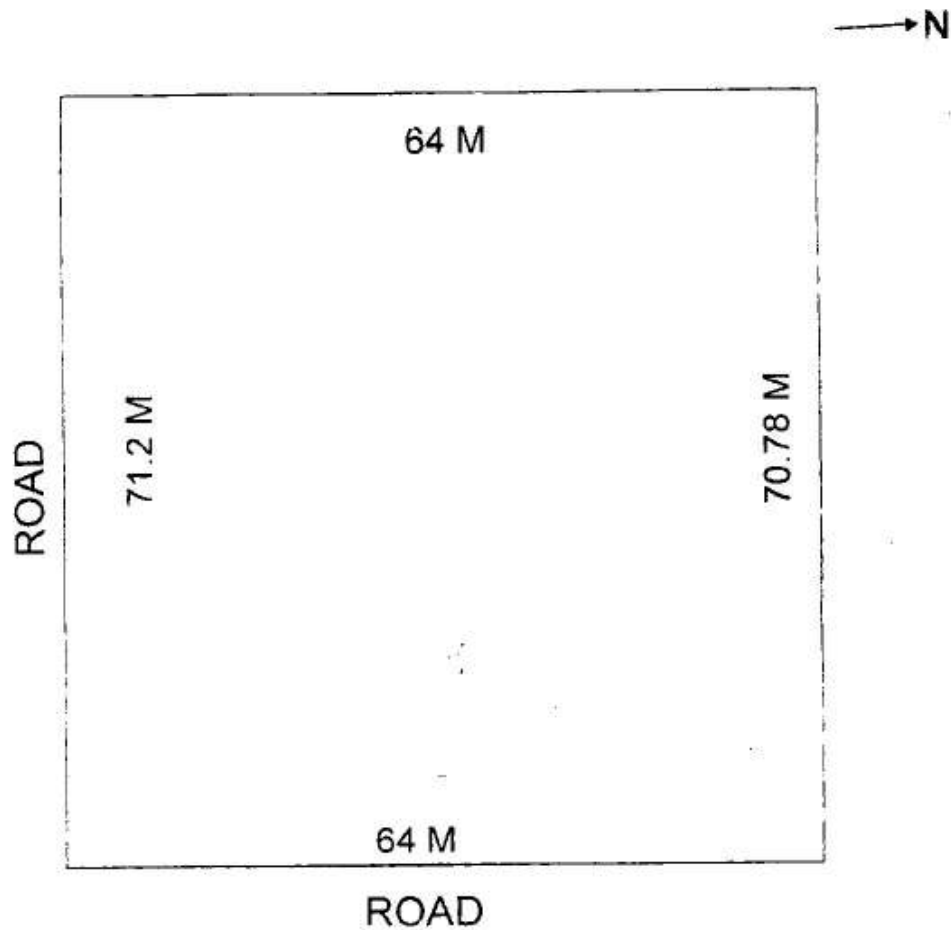
Encl: Sketch.

(R. VENUGOPAL REDDY)
ADDL DIRECTOR OF INDUSTRIES
FOR COMPETENT AUTHORITY,
AZAMABAD INDL AREA, HYDERABAD

20/5/09
20/5/2009

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Plot No: 21/2, of Azamabad Industrial Area pertaining to
M/s. Good Health Agro Tech Limited



Area of the Plot: 4543.36 Sq. Mt or **5433.86 Sq. Yards**
(1.123 Acres)

[Signature]
ASST. DIRECTOR
Commissioner of Industries
A.P. Hyderabad.



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Good Health Agro-Tech Limited

Ref : GHAT/2003-04/

16th March 2004

THE COMPETENT AUTHORITY
COMMISSIONER OF INDUSTRIES
CHIRAG ALI LANE
HYDERABAD

Sir

Sub : Freehold Rights of Plot No 24/1 – Reg.

Ref : Your Letter No. 13/1/2/0028/1D dt. 24-02-2004.

* * *

We are herewith enclosing the Application Form duly received by us and opting for freehold rights of Plot No 21/2 measuring 5442 yards. And we are enclosing Lr. No 1/DSK-25/I.A.A/93 dt.10-02.94 from Commissioner of Industries granting us constitution change of name from *Dundo Oil Industries* to *Good Health Agro Tech Ltd.*

We request for the approval and send us letter for eligibility of freehold rights for the aforesaid Plot No 21/2 in the name of *Good Health Agro Tech Ltd.* Any further information we shall be obliged to furnish the same on hearing from you.

Thanking you.

Yours faithfully
For GOOD HEALTH AGRO TECH LTD



Corporate Office & Factory :

1-8-663, Azamabad Industrial Area, Azamabad, Hyderabad - 500 020.
Phones : 27663397, 27663364, 27668031, Grams : VEGOILS Fax : 040-27633068

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APPLICATION FOR GRANT OF FRESH LEASE/ FREEHOLD RIGHTS UNDER SUB-SECTION (1) & (2) OF SECTION 4 OF THE AZAMABAD INDL. AREA (TERMINATION OF LEASES) (AMENDMENT) ACT, 2000.

To

THE COMPETENT AUTHORITY
COMMISSIONER OF INDUSTRIES
CHIRAG ALI LANE,
HYDERABAD

Sir

Sub : Azamabad Industrial Area (Termination & Regulation of Leases(Amendment)
Act 2000 – Calling for Applications for Fresh lease / Freehold Rights – Reg.

* * *

I furnish the following information and details and agree to enter into a fresh lease/opt for freehold rights on the terms and conditions as may be specified.

1. Full Name of the Applicant : Good Health Agro Tech Ltd.
2. Father's / Husband's Name : Not Applicable
3. Address with Telephone Nos.
 - a) For Correspondence : 1-8-663, Plot No^{21/2}22, Azamabad Industrial Area
HYDERABAD – 500 020
 - b) Permanent Address : 27663364, 27663397 & 9848022301
4. Plot No and bounded on North by : Hyderabad Chemicals & Pharmaceutical Works Ltd
South by : Road
West by : S. B. Ram & Company
East by : Road
5. Extent under Occupation
 - a) Land in Sq. yards or Sq. Mtrs. : 5442 Sq. yards
 - b) Constructed structures in
Sq. yards or Sq. Mtrs : 4250 Sq. yards
6. Lessee or the Occupant : Lessee

7. Date of Occupation and the nature of agreement : Original Lessee
8. Type of industry and the line of Manufacturing activity being carried on and its brief description with construction : Manufacturing of Refined Edible Oils
9. Type of industry and the line of manufacturing unit now proposed to be set up : Industrial Activity
10. Brief Description of industry and Manufacturing unit and its construction : Not Applicable
11. Any other particulars which the applicant intend to furnish : Change of name & Constitution of Co. from Dundoo Oil Inds. To Good Health Agro Tech Ltd is permitted by Lr. No.s 1/DSK-25/I.A.A/93 dt. 10-02.94 copy of the letter is enclosed.

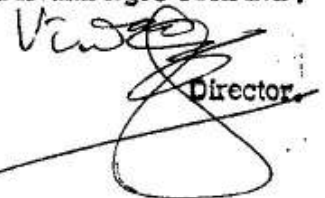
I hereby declare that to the best of my knowledge and belief that the information and details furnished above and its enclosures are full and complete and correct. I shall also undertake to produce conclusive proof regarding the above information and details furnished in respect of the plot or land or portion thereof on an order or in any proceedings and that the burden of proving facts in support of thereof is cast on me.

Place : Hyderabad

Date : 16-03-2004

SIGNATURE OF THE APPLICANT

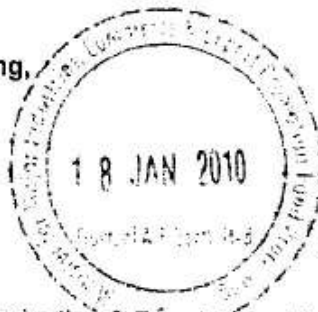
For Good Health Agro Tech Ltd.,


Director



The Hon'ble Minister for Major Industries,
Commerce & Export Promotion, Food Processing,
Govt. of Andhra Pradesh,
Secretariat,
HYDERABAD.

Date: 05/01/2010.



Respected Sir,

Sub:- Azamabad Industrial Area (Termination & Regulation of Leases) (Amended) Act No.1 of 2000 – Grant of Freehold Rights – Reg.

Ref:- 1. Our application dated 16/03/2004 for the grant of freehold rights.
2. Ltr No.5080/IF Cell/A1/2007-9, dated 04/01/2010 from the Industries and Commerce Department, Govt. of A.P.

* * *

We Director's of Good Health Agro Tech Pvt. Ltd., do hereby respectfully submit that the said company had applied for the grant of freehold rights in respect of Plot No.21/2 under the provisions of the Azamabad Industrial Areas (Termination & Regulation of Leases) (Amended) Act No.1 of 2000. We wish to bring to your kind notice the brief background of the company in the following paragraph.

The Plot No. 21/2 admeasuring 1.124 acres, which was originally leased out to M/s. Hyderabad Engineering and Brass Products Limited for a period of 99 years commencing from 19/03/1944, was transferred to M/s. Dundoo Bala Narasaiah and Sons by transfer of leasehold rights, vide G.O.Ms. No.1912 of Industries Department, dated 05/12/1960. The leasehold rights of the entire plot were again transferred from M/s. Dundoo Bala Narasaiah and Sons to M/s. Dundoo Oil Industries for the remaining period of the 99 years of lease, vide G.O.Ms. No.516 of the Industries & Commerce (IF Cell) Department, dated 29/10/1983, a copy of which is enclosed as Exhibit-A. The said M/s. Dundoo Oil Industries was later converted into a Private Limited company under the name and style of Good Health Agro Tech Pvt. Ltd., on the 14th December, 1993, under the enabling provisions of the Companies Act, 1956. A copy of Memo No.364/IF – Cell/90, dated 27/07/1993 from the Secretary, Industries & Commerce (IF Cell) Department, advising the Commissioner of Industries about the change in the name from M/s. Dundoo Oil Industries to Good Health Agro Tech Pvt. Ltd., is enclosed at Exhibit – B. The Commissioner of Industries, vide Lr No.13/1/2204/0080/0080, dated 20/05/2004, have provisionally allotted the plot No.21/2 admeasuring 5433.86 Sq. Yds for the grant of freehold rights, a copy of which is enclosed at Exhibit – C. The Commissioner of Industries, Govt. of A.P., had permitted the General Manager, DIC, Hyderabad, to incorporate the change of name and the constitution as above, vide Memo No.13/1/2004/0080/0010/FD., dated 17/05/2006, a copy of which is enclosed at Exhibit-D.

The company has since then been using the demised plot for business purposes and carrying on industrial activity without any interruption.

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The company had applied for the grant of freehold rights vide letter dated 16/03/2004 and we humbly submit that our industry is not hit by Section 3 (1)(b) of Azamabad Industrial Area (Termination & Regulation of Leases) (Amended) Act No.1 of 2000, due to the following reasons.

1. Ours is a running industry since the date of possession of the demised plot.
2. The inspection team of the Industries Dept., also held that our unit is working on the appointed date, i.e., 17/02/2000.
3. As on date also, our company has been carrying on the same line of activity.
4. The company is having valid permanent IEM (Industrial Entrepreneurs Memorandum) bearing No.2207/SIA/IMO/94, dated 11/07/1994.
5. The company is paying regularly VAT to the Govt. of A.P., and other taxes to the GHMC and other quasi-judicial authorities.
6. As per the terms of the lease deed which is for a period of 99 years, the company has taken over the reins of the business by operation of law.
7. We have never violated any terms of the lease deed.

We are also annexing herewith copies of the following documents evidencing the carrying on of business activity by the company at 1-8-663, which is plot No.21/2 in the Azamabad Industrial Area, for your kind perusal.

- a) IEM (Industrial Entrepreneurs Memorandum) dated 11/07/1994 from the Secretariat for Industrial Approvals, Ministry of Industry, Govt. of India.
- b) A.P. Sales Tax Registration Certificate dated 21/02/1994.
- c) Registration as User of Solvent Extracted Oils, dated 06/04/1994, from the Directorate of Vanaspathi, Vegetable Oils & Fats, Govt. of India.
- d) Licence to work as a Factory from the Factories Dept., Govt. of A.P., dated 26/07/2001.
- e) Income Tax PAN Card with No.AAACG7494F.
- f) Consent Order in respect of Water Pollution dated 15/07/2006 from the AP Pollution Control Board, valid upto 31/03/2008.
- g) Consent Order in respect of Air Pollution dated 15/07/2006 from the AP Pollution Control Board, valid upto 31/03/2008.

We further confirm that there are no other claimants except the said M/s. Good Health Agro Tech Pvt. Ltd., who are the sole owners and in possession of the demised plot No.21/2.

We now request your goodself to kindly issue the necessary instructions to the concerned authorities for execution of Sale Deed in respect of Plot No.21/2 admeasuring 5433.86 Sq. Yds., as per the Orders issued by the Govt., in G.O.Ms. No.285, dated 24/10/2008 and oblige.

Thanking you,

Yours faithfully,

For GOOD HEALTH AGRO TECH PVT. LTD.,

(Director.)

MEMORANDUM OF WRIT PETITION MISC. PETITION
(UNDER SECTION 151 OF CPC)
HIGH COURT OF JUDICATURE FOR THE STATE OF TELANGANA
AT: HYDERABAD

I.A.NO. OF 2022
IN
W.P.NO. OF 2022

Between:-

Azamabad Industries Association
Having its registered office at
#1-8-582, Industrial Area, Azamabad,
Hyderabad - 500 020.
Rep. by its President
Mr. Tikaram Goel.

.....Petitioner

AND

1. The State of Telangana
Rep. by its Principal Secretary,
Industries and Commerce Department,
Secretariat, Hyderabad.

2. The Commissioner of Industries
Government of Telangana,
Chirag Ali Lane, Abids, Hyderabad.

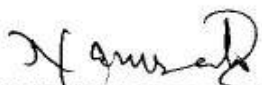
3. The District Collector,
Hyderabad District, Hyderabad.

4. The State of Telangana,
Rep. by its Principal Secretary,
Revenue Department,
Secretariat, Hyderabad.

.....Respondents

For the reasons stated in the affidavit filed, It is further prayed that this Hon'ble Court may be pleased to direct the respondent to execute and register the sale deeds in favour of the industries of the Azamabad in their respective plots in view of the G.O.Ms. No. 285 dt. 24.10.2008 and Memo No. 1203/IF.Cell/A1/2010-1 dt. 06.05.2010, pending disposal of main Writ Petition and to pass such other order or orders as this Hon'ble Court may deem fit and proper in the interests of justice.

Hyderabad,
Date: 20.12.2022


COUNSEL FOR THE PETITIONER

HYDERABAD :: DISTRICT

HIGH COURT :: HYDERABAD

IA.NO. OF 2022

IN

W.P.NO. OF 2022

DIRECTION PETITION

Filed on : 20.12.2022

Filed by :

M/s. CHANDRASEN LAW OFFICES
(21055),

B. NAMRATA REDDY (22427),
K.S. SUNEEL (13837)
CHANAKYA BASA (19324)
Advocate

COUNSEL FOR THE PETITIONER

MEMORANDUM OF WRIT PETITION MISC. PETITION
(UNDER SECTION 151 OF CPC)
HIGH COURT OF JUDICATURE FOR THE STATE OF TELANGANA
AT: HYDERABAD

I.A.NO. OF 2022
IN
W.P.NO. OF 2022

Between:-

Azamabad Industries Association
Having its registered office at
#1-8-582, Industrial Area, Azamabad,
Hyderabad - 500 020.
Rep. by its President
Mr. Tikaram Goel.

.....Petitioner

AND

1. The State of Telangana
Rep. by its Principal Secretary,
Industries and Commerce Department,
Secretariat, Hyderabad.

2. The Commissioner of Industries
Government of Telangana,
Chirag Ali Lane, Abids, Hyderabad.

3. The District Collector,
Hyderabad District, Hyderabad.

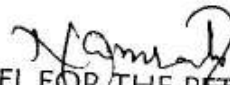
4. The State of Telangana,
Rep. by its Principal Secretary,
Revenue Department,
Secretariat, Hyderabad.

.....Respondents

For the reasons stated in the affidavit filed, it is therefore prayed
that this Hon'ble Court may be pleased to direct the 2nd respondent to
consider the representation of the Petitioner Association dt. 14.10.2022,
for regularization, according free hold rights to the original lessees of

Petitioner Association by executing registered sale deeds in their favour in their respective plots and by duly exempting from payment of registration and stamp duty fees and duly exempting fees for conversion of land and for allotment of TSIIC land at 15-20% rebate on land cost in case of relocation in TSIIC Parks, pending disposal of main Writ Petition and to pass such other order or orders as this Hon'ble Court may deem fit and proper in the interests of justice.

Hyderabad,
Date: 20.12.2022


COUNSEL FOR THE PETITIONER

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HYDERABAD :: DISTRICT

HIGH COURT :: HYDERABAD

Pre-notice rights

IA.NO.

OF 2022

IN

W.P.NO.

OF 2022

Azamat Indefinite Detention

*Ind
P-T*

DIRECTION PETITION



Filed on : 20.12.2022

Filed by :

M/s. CHANDRASEN LAW OFFICES

(21055),

B. NAMRATA REDDY (22427),

K.S. SUNEEL (13837)

CHANAKYA BASA (19324)

Advocate

COUNSEL FOR THE PETITIONER

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