

REPRESENTATION PETITION

From:

1. The A.P. House and Building Site Owner's Association of Hyderabad and Secunderabad, East Marredpally, Secunderabad.
2. The Andhra Pradesh Government Employees' (Secunderabad) Co-operative Housing Society Limited, East Marredpally, Secunderabad.
3. The Aided School Teachers' Cooperative Housing Society Limited, East Marredpally, Secunderabad.

To

The Hon'ble Sri. H.B. Narsa Rao, Minister for Law and Chairman of Cabinet Sub-Committee for Leased lands, Government of Andhra Pradesh, Hyderabad.

The Hon'ble Sri. K. Kala Venkata Rao, Minister for Commercial Taxes, Member, Cabinet Sub-Committee for Leased Lands, Government of A.P., Hyderabad.

The Hon'ble Sri. B. Mohan Reddy, Minister for Municipal Administration, Member, Cabinet Sub-Committee for Leased Lands, Government of A.P., Hyderabad.

The Hon'ble Sri. Alladi P. Raj Kumar, Minister for Tourism and S.C. Welfare, Member, Cabinet Sub-Committee for Leased Lands, Government of A.P., Hyderabad.

Respected Sirs,

For the above lands
Sub: Plots in Secunderabad Division of Twin Cities of Hyderabad - Secunderabad - Leased by Government for dwelling house purposes.

For representation
REPRESENTATION - PETITIONERS:

This representation is made by the above named petitioners in respect of the various plots of Government lands situated in Secunderabad division of the Twin Cities of Hyderabad - Secunderabad which from time to time have been granted on lease by Government for private dwelling purposes under the terms set out in the standard form - Schedule - III for 30 years, renewable at option of Lessee upto 90 years. They are respectively referred to as "The Site Owners' Association", "The Government Employees' Society", and "Teachers' Society".

2. LOCATION OF LEASED PLOTS:

from the point of view of the location of the plots of the Lessees, the said lease-hold plots may be grouped into the following categories:

- 1) The lease hold plots about 3000 located in the Secunderabad division of the Twin Cities at various places Hyderabad, Jeera,

(contd.2...)

small plots, East and West Marredpally, Kingsway, Rashtrapathi Road, etc., these leases having been granted from time to time prior to the revulsion of the Secunderabad Town to H.E.H. Affairs Government by the Resident as representative of the British Government.

(ii) The plots constituting the layout of the A.P. Government Employees' Co-operative Housing Society Ltd., situated in Survey Nos. 621 and 629 in East Marredpally, Secunderabad, consisting of about 120 plots divided into two schemes, referred to as Scheme-I and Scheme-II.

(iii) The plots constituting the layout of the Aided School Teachers' Co-operative Housing Society Ltd., situated in a part of the said Survey Nos. 626 and 629 and located adjacent and contiguous to the plots of the Government Employees' Society referred to as item (ii) above and consisting of about 40 plots.

3. EVENTS LEADING TO THIS REPRESENTATION:

The Owners of the lease-hold interest in the plots in the various localities of the Secunderabad division have since the commencement of the lease itself hopefully looking forward to the time when the Government could confer full ownership rights on them and thus once for all remove all the unreasonable restraints and limitations imposed on them under the various clauses of the leases which in its functioning have been preventing a just, fair and full enjoyment of the dwelling houses constructed by them on the said plots by their own funds. The very context and circumstances under which the leases were granted carried on implied assurance obligation, and warranting that the grant Government would, during the term of the lease, transfer its lessor's freehold interest in the said plots to the lessees thereby making the lease hold plots into free-hold plots. While so, the hopes of the lessees were rudely shattered by the news-poor reports of recent days indicating the probable intention of the present Government to dispose of the said plots, and putting such disposal, immediately to stop further leasing out as well as fresh renewal in respect of leases of the said Government lands in the Secunderabad Division. "The Hindu" in its news item on 18-8-1938 reported under the heading "Plan to expand Leases", that it was started by the Minister for Finance and Rehabilitation, that the Commission for Land Revenue has been instructed not to renew the leases of land to anybody, that a Sub-Committee headed by the Law Minister has been constituted to look into matters relating to the Government lands given on lease and other connected matters, that the Committee would

(contd.3...)

submit its report to the Cabinet soon, that the Government was considering the proposal to terminate the leases of Government lands and that, for the present, the said Commissioner has been instructed not to renew the leases and sell the lands through auction system. The 'INDIAN EXPRESS' in its new item of the same day, substantially corroborated the same report and started that the Minister indicated that when the several agreements of the leased lands in the twin cities would come for renewal after expiry of the lease period, the Government would not renew these leases as a matter of policy but that Government would dispose of all these lands by sale. The 'NEWSTIME', of the same date, under the heading "Leasing out of Government Lands to be stopped", echoed in a similar vein and endorsed the said two reports and was emphatic that the Finance Minister Sri P. Mahendranath, told the Legislative Assembly on 17th August, '88, that the Government had decided not to extend the lease for the Government lands given during the Congress Regime beyond the specified period of 30 years and that the Government had decided to sell these plots to the owners at the prevailing market value and auction the vacant plots on completion of the lease period. The 'NEWSTIME', further proceeded to state that, according to the Minister, 3,309 people were given tenancy rights on Government lands in the State Capital. The xerox copies of said three news items are enclosed herewith.

4. PETITIONERS' GRIEVANCE AND TOURISM MINISTER'S ASSURANCE:
In this state of confusion and rude shock created by the above news, items, a group of representatives of the petitioners met on 21st August, 1988, Sri Alladi P. Rajkumar, Minister for Tourism, who is their constituency M.L.A., and on conveying to him their apprehensions in the matter and dismay brought about by the said news items, were consoled and comforted by his statement and assurance that as on date there was absolutely no proposal at all under contemplation of the Government to take over the lease hold plots relating to dwelling houses in respect of the various localities in the Secunderabad division and that the proposal of the Government was confined to leases of the Government lands in the various localities in the twin cities and leased for non-dwelling house purposes. Nevertheless, the Petitioners still have the legitimate grievance that the Estates Officer and the Commissioner for Land Revenue of A.P. Government have failed without any just cause to renew the leases in respect of the plots wherein the initial period of 30 years prescribed under the lease has expired but still

(contd.4...)

the prescribed period of 90 years has still not expired. The lessees of the said plots in the Government lands have also the further grievance that the existing clauses in the lease deeds requiring prior consent of the Estates Officers for any of the purposes like putting up a room as an addition to the existing buildings or for letting out or assigning or transferring the demised premises, part or whole, requiring the prior consent of the Estates Officer, in their practical working, led to causing considerable delay and inconvenience and hardship before such consent could be obtained. In some cases, apart from being required to make quite a few trips to the Estates Officer they have had to represent to the Commissioner of Land Revenue as well before they could get the required consent. This prevented the full and beneficial enjoyment by the lessees of the dwelling houses constructed by them on the said plots out of their own resources and to put to full use of them to meet their various dire needs from time to time. The need for putting up a room or for transferring part or whole of the demised premises arose in the above said cases in order to enable the lessees to meet their dire personal requirements under compelling circumstances. In cases when the original lessees died leaving behind them other dependants as their heirs, the said dependants have been put to avoidable hardship and trouble even for securing recognition from the Estates Officer in respect of their accrued rights under the lease relating to the dwelling houses left behind by the original lessees. In such context, there is consideration justification in the strong conviction entertained by the present lessees that the Government should no more delay and keep the lessees of the said Government plots in the second-hand division in a state of uncertainty and suspended animation, but at the earliest occasion, should transfer to the lessees the free hold ownership rights in the said plots now resting with the Government and enable the lessees to bloom into full owners of the Government land on which they have already constructed their dwelling houses with the aid of their own financial resources. Incidentally, it is necessary to specify, though not without a sense of regret, that the idea of transferring by the Government of its residuary freehold ownership rights in the said plots and transforming the lessees into full blooded owners appears to have been overlooked without just or reasonable

(contd.5...)

cause by the various Governments for the time being of diverse political complexions since the grant of the first leases by the British Resident decades ago. Even while similar occasions arose when the Government conferred the full ownership rights on the occupants of the various houses built from time to time in the twin cities by the Government agencies viz., Secunderabad Cantonment Town Improvement Trust, before 1-12-1945 in Ghasmanki, Hallaghatta, New Bhoiguda and West Marredpally, Secunderabad, and by the Secunderabad Town Improvement Trust after 1-12-1945 and by the Housing Board in East Marredpally, Secunderabad, it has failed to consider this question of transfer of ownership rights in favour of the lessees of the Government plots and the lessees have thus been unjustly sidelined and subjected to unreasonable discrimination. This discrimination would be seen to be really of greater dimension if it is realised that most of these buildings are located either in the same or adjacent localities where the lease hold sites are all located. In this context, it would be appropriate to cite by way of analogy, the case of Tenants of agricultural lands of Government who were conferred with full ownership rights by the Government by issue of Pattas. The Government may be pleased to take similar action in the case of lessees of plots, in Secunderabad division as well. These two cases are substantially of the same nature and similar approach by the Government is called for. The very fact of collection of huge sums as premia from them more than was equivalent to the ruling sale value, the development of the said lands by dint of their effort and industry, the construction of buildings thereon by their own funds and their continuous occupation for long intervals of time should themselves lead to their being made full owners without continuing any more their current status as lessees under conditions which are onerous and which have always been irreconcilable with the circumstances in which these leases were granted collecting market sale price of those plots as premia particularly in the context of the goals prescribed by the Constitution of India in its Part-IV mandating the Government to promote and assure a decent standard of life to its citizens with the provision of shelter of their own. Today, the right to reside in a house of one's own is a basic human right implied in the right to life enunciated as a fundamental right in Article 21 of the constitution of India and the right to shelter in one's

(contd.6...)

own house is also acknowledged as a basic human right in the United Nations Declaration of Human Rights to which the Sovereign Democratic Socialist Republic of India is a signatory. Consequently, this petition requesting for the transfer to the lessees in Government lands of the free-hold rights presently vesting in the Government in regard to the plots leased for dwelling purposes in the Secunderabad Division is required to be viewed from this perspective. In the Republic of India, the currency, majority of the land and house for the dwelling, the facilities and equipment of the Government are available with the Government hardly relevant for appreciating the demands of the present situation and the factors which now arise for decision in this matter. The argued need is the immediate righting of a wrong by the Government of the present time and rendering justice to the lease holders, which is long over due. What is urgently required is the immediate fulfillment by the Government of its paramount obligation to these lessees which has long been overlooked and brooks no further delay in public interest.

5. ORIGIN OF LEASES IN SECUNDERABAD:

Leasing of Government land for dwelling purposes for long periods of 90 years (lease in perpetuity) is a peculiar practice which had been adopted in respect of the lands in Secunderabad Division in the localities specified above. In no other part of Andhra Pradesh such a practice has been in existence. Also, there is no indication of any such lease having been followed up by the Government resuming leased lands. On the contrary, the practice has been to transfer the residual free hold rights in the said lands during the currency of the lease or at any rate at the expiry of the leases period. The resumption of the lease by determination of the lease and recovery of the lease hold properties by the Government is usually an exceptional situation meant to cover cases of breach of terms of the lease on the part of the lessees justifying such resumption of the lease hold properties by the lessor i.e., the Government. In point of time, the earliest of leases by Government in respect of the plots in the Secunderabad Division were granted by the Resident to the M.E.H. Nizam's Government, as a representative of the British Government. The entire Cantonment area including the areas presently constituting the Secunderabad Division as well as villages in the vicinity adjoining the Secunderabad Town and Cantonment were granted by the Nizam to the British Government under a treaty for the

(contd.7...)

purpose of stationing of troops in the said lands. The Resident at no point of time acquired any proprietary rights on the said lands and he had nothing more than a right of occupation of the said lands. With the establishment of the Resident at Hyderabad with his Troops lead to the coming into existence of the Cantonment of Secunderabad and its adjoining areas wherein, to cater to the needs of the troop stationed thereon. Civil population came to occupy part of the said areas. In this area, there were free hold houses of private individuals as well as Government lands. The Resident gave a portion of these Government lands on lease to meet the requirements of the civil population. To standardise this lease in course of time 'SECUNDERABAD AND AURANGABAD CANTONMENT LAND ADMINISTRATION RULES, 1930' was promulgated by the Governor General in Council. The lands in the Cantonment area were classified into three categories as stated below:

- | | | |
|--------------|-----|---|
| 1) 'A' Class | ... | Land used for Government purposes, military or civil; |
| 2) 'B' Class | ... | Land occupied or available for occupation by the public on leases or otherwise for purposes subsidiary to Cantonment Administration |
| 3) 'C' Class | ... | Land belonging to the cantonment Authority, or transferred to them under Sec. 108 of the Cantonment Act, 1924. |

Out of these three categories, the lands of the category 'B' alone were given on lease for an aggregate period of 90 years. The initial period of lease to be given was 30 years subject to further extension twice for a period of 30 years each at the option of the Lessees. A standard form Schedule-III was devised under the said rules.

6. DEMOLITION OF HOUSES ON PRETEXT OF ROAD WIDENING:-

In the course of its administration, the Resident found the need to widen the roads in the Town area of the Cantonment to make the dwelling houses more accessible for the purpose of security and better administration to speedily deploy the police and military to control the civil population. He also adopted road widening to implement a scheme to eradicate the epidemic of PLISUE in Secunderabad Town. With these purposes in view, free hold buildings which had been constructed already by the civil population in the Secunderabad Town were compulsorily acquired by the Resident in the Kingsway Scheme, General Bazar and Pillagutta Development Scheme. After acquisition of these houses by the Government, they became the properties of the

(contd..8...)

of the Government and these buildings were demolished and roads were laid on the resultant plots so acquired and some plots were made out on both sides of the said roads and classified as 'B' class lands and leased out to the original owners who had lost their houses under the road widening scheme. All such leases were made for an aggregate period of 90 years adopting the form in Schedule III to the Land Administration rules, and the said leases came to the administered by the military Estates Officer on behalf of the Resident. It was a case of gross injustice that the owners of freehold buildings were deprived of the said buildings and instead of allotting lands in freehold, they were allotted only lands under the lease hold thereby reducing their status against which they had no effective say. The Government collected a premium at the time of granting of such leases equivalent to or exceeding the ruling market sale price in respect of the said plots. In respect of the West Maradappally layout, Government collected by way of premium at Rs.2.10.8 per Square Yard on the leased plots. In addition to this, the leases provided for payments of lease rent at the rate of Rs.5/- per year. As the full owners of the buildings acquired there could have been no let or hindrance in the enjoyment by the said owners of their buildings. But under the lease-hold, restrictions came to be imposed on them under the clauses in the Lease Deeds in respect of the plots given to them on lease pursuant to their houses being compulsorily acquired and demolished as a result of road widening. This paradoxical unjust state of affairs continued even after Rendition of Secunderabad Town area by the Resident representing the British Government and resubdividing the town area in which the above said leased plots covered by this representation are located to the H.E.M. Nizam's Government with effect from 1-12-1945, the date of Rendition of Secunderabad Town to H.E.M. Nizam's Government. Clauses 1 and 2 of the said agreement provided as follows:-

- 1) Full and exclusive jurisdiction over the said area herein after called the Restored Area shall henceforth be exercised by His Exalted Highness the Nizam's Government.
- 2) Subject to the terms of this agreement H.E.M. Nizam's Government shall fulfil all legal and contractual obligations for which the authorities at present administering the Restored Area and responsible in that area. The Restored Area mentioned in the Rendition Agreement is the area substantially forming the Secunderabad Division of the twin cities of Hyderabad and Secunderabad.

(contd.9....)

7. JUSTICE CONTINUED IN H.E.H. NIZAM'S GOVERNMENT UNTIL NOW:

Although the H.E.H. Nizam's Government, as the Successor Government which incurred the obligations and liabilities of the British Government, ought to have transferred the full free-hold interest in respect of the plots in the said area to the lessees, the said Government had, for reasons inscrutable and undoubtedly unjust and untenable in law, preferred to follow the self-same Schedule-III and continued the device of granting lease in respect of plots of Government land in the area for 96 years total duration after collecting initial premium at the rates in excess of prevailing sale price besides the rent. The owners of the lease hold had perforce to put up with this unsatisfactory and unjust situation having regard to the feudalistic and non-democratic nature of the Nizam's Government. Even after the Police Action and the Rendition of Hyderabad and the subsequent political events leading to the bifurcation of the Hyderabad State brought about by the States Re-organisation with effect from 1-12-1956 and the ushering in of State of Andhra Pradesh, the practice of granting leases under Schedule-II has continued until the present day although the practice of leasing with the restraints imposed under the lease on the lessees have at all times been unjustifiable and particularly they have become irrelevant in the present days under the Sovereign Democratic Socialist Republic of India wherein the constitutional goal is to provide a shelter of his own to each of its citizens.

8. ON PLOTS OF THE FIRST CATEGORY:

Having set out the historical background of the grant of leases of the Government plots in the twin cities, it is necessary to consider the nature of the plots falling in the first category. These plots are located in the twin cities in the various areas of Secunderabad division comprised in Hallagutta, Hyderabad, Jeera, Bansilalpet Ramgopalpet, Harredpally West, etc. But leases in respect of the plots have been granted by the British Government represented by its Resident. It has already been stated elsewhere that instead of granting lands in free hold the British Government chose to grant only lease hold right in respect of these lands to the various owners of buildings among the civil population inhabiting the Secunderabad Town whose buildings were compulsorily acquired and demolished under road widening schemes and

(contd.10...)

as a preventive measure to eradicate Plague from Secunderabad Town. The characteristic of the leases in Bansilalpet is that, a Charitable Trust was constituted by one philanthropist "Sri Raja Bansilal Motilal" whose munificent donation enable the Trust to put up low income houses in Bansilalpet on the land held on lease from the said Government and the rent proceeds of these dwelling houses were required under the Deed of Trust to be made over to the C.B.M. Hospital, Secunderabad, presently known as the Gandhi Hospital. It is not only an injustice that has been perpetrated on the owners of the buildings acquired in the Secunderabad Town area by reducing them in status from full owners of property to limited owners of lease-hold but it was by further gross injustice in that they had to pay a premium in respect of leased lands at rates far in excess of the ruling market price for sale of lands; besides they were also required to pay the periodical rent under the lease. The process of acquisition, demolition and the grant of lease were all purely involuntary. In respect of the very clauses in the leases, which were irreconcilable with their erstwhile status as full owners of buildings and were as such unreasonable and oppressive restrictions on their right to enjoy the beneficial use of the allotted property, they had no effective say and free choice. It was a glaring example of arbitrary and compulsory action. The injustice done to the owners of the buildings acquired and demolished in the Secunderabad Town area to whom only lease-hold plots were given under the standard form Schedule-III continued unredressed as well during the H.E.H.Mizam's regime albeit it incurring the liabilities and obligations to the lease-holders of the erstwhile British Government. The Mizam's Government was fully obligated to grant full ownership rights to the said leasees rescinding the said limited lease hold rights granted and thus as a native Government should have rendered justice. There was no manner in which these unfortunate owners of buildings could have articulated and sought redressal of their grievances in an undemocratic and feudalistic government. Even subsequent Governments, that is to say, the Military Government which was of an ad hoc stop-gap dictatorial variety with no democratic basis and the Congress Governments, well as the Government of the present day, that followed in succession have only been arbitrarily and mechanically following the said Schedule-III from without any justification and have not grappled with the problem and removed the injustice to their cause and conferred upon the lease-hold rights in respect of the said plots. It

(contd.11,....)

is extremely regrettable that until now the unjust plight of the leasees have not been looked into but relegated into the back-ground by all such Governments without exception, untill now. There is a classic case of unfair exclusion and avoidance.

9. ABOUT THE GOVERNMENT EMPLOYEES' SOCIETY:-

The Government Employees' Society was started on the 24th March, 1947, and duly registered under the Hyderabad Coop. Societies Act on the 13th Farvardi 1358-F (corresponding to 13th February, 1949) in the erstwhile Hyderabad State as a Co-operative Housing Society with the original name of H.E.H. the Nizam's Government Employees' (of Secunderabad) Cooperative Housing Society Ltd., with its area of operation confined to the limits of Secunderabad. By efflux of time the area of its operation has been extended to the twin cities of Hyderabad and Secunderabad, and subsequent to the formation of A.P. State, its name and description too has been transformed as the A.P. Government Employees' (Secunderabad) Co-operative Housing Society Ltd. Its membership at all times have been comprising the working class who form the employees of State Government, and most of them hail from lower income group and lower middle classes and substantially the membership is drawn from the class below the poverty line, having regard to their annual income and economic status.

10. REGARDING GOVERNMENT EMPLOYEES' SOCIETY:-

For the needs of the Government Employees' Society, the Nizam's Government earmarked land in S.Nos. 628 and 629 in Secunderabad, for allotment of house sites (plots) to its members for constructing dwelling houses for their use and enjoyment. Accordingly, the earmarked lands after division into individual plots were leased by the Government through its Estates Officer, Secunderabad, in favour of the Government Employees' Society through individual lease deeds (as in the standard Form, Schedule-III) styled "buildings lease for 30 years renewable at the option of the lessees upto 90 years". As the very form adopted as well as clauses in the lease deed indicated the purpose of the lease was construction of dwelling houses on the plots. The lease hold interest acquired on lease were meant to be allotted, transferred and assigned by the Government Employees' Society to its members in accordance with the bye-laws and rules governing their allotment. In order that the benefits of the enjoyment of the said plots may be retained and enjoyed by its members and in order that plots so allotted to the members were not misused or transferred without just cause to third parties, the Government Employees' Society retained with itself the lease hold interest in the said plots for a period of ten years

(contd.12....)

From the date of lease by the Estates Officer and allotted and transferred its lease hold interest only thereafter, subject to the allotted members owing no amounts to the Government Employees' Society by way of loans, lease rent, etc. At this distance of time, it is not known as to why the Nizam's Government which was the owner of the lands adopted the mode of transfer by lease of the lands when it was entitled and at liberty to sell the said lands by way of absolute sale. It is also not possible to assign any rational justification for the adoption, of the standard Form Schedule-III for the grant of the said leases nevertheless it could be asserted incontrovertibly that the Government Employees' Society had no say in the matter of settlement of the Form and Clauses in the lease, nor in the determination of the premium and rent fixed, nor in the very adoption of the device of conveyance of the plots of the Government land by lease and not by outright and absolute sale, which should have been the mode of transfer adopted having regard to the prohibitively excessive sums collected from the lessees by way of premia in excess of the ruling sale price for land in the vicinity.

11. PHYSICAL FEATURE OF LEASED PLOTS IN SCHEME-I:

At the time when the Nizam's Government earmarked and allotted the said lands in S.Nos: 628 and 629 in Marredpally, Secunderabad they consisted solely of uneven hillocks with large piles of varying depths and areas. In its state, it was unfit for raising any dwelling house thereon. It was with the unceasing effort, industry and zeal of the promoters and first members of the Government Employees' Society, among whom were enthusiastic and selfless Engineers and Technocrats, the said uneven landscape was levelled and transformed at the cost of the Government Employees' Society into house sites wherein dwelling houses could be constructed. Even the task of the laying out of roads, drainage and water pipelines in the roads forming part of the said society layout in its first scheme was carried out solely by the Government Employees' Society at its expenses (Rs.1.14.0 per Square yard approximately), though the roads which were not leased to the Government Employees' Society and the laying of these roads as well as the laying of drainage and water pipeline were required to be carried out by the Lessor (Government) alone.

(contd.13....)

12. PHYSICAL FEATURE PLOTS IN SCHEME-II:

The plots of lands leased to the Government Employees' Society in S.Nos: 628 and 629 in its second scheme also consisted of lands which were similarly undeveloped and had all the physical features as set out above in respect of the leased plots of the First scheme. Here again, the task of developing the plots and making them fit as house sites for putting up dwelling houses was carried out by the Government Employees' Society at its expense alone. (at Rs.1.14.0 per Square yard approximately). The task of laying the roads, laying of drainage and water pipelines are also carried by the Government Employees' Society alone at its cost (at Rs.1.14.0 per Square yard approximately) though required to be carried out by the Lessor Government alone.

13. ON COLLECTION OF PREMIUM:

In respect of all the various plots of land leased to the Government Employees' Society under both the above said two schemes, the Government collected a sum of Rs.1/- (Rupee One only) per square yard of the leased site by way of premium. The entire locality of the leased lands was then situated far away from human habitation as day to day life in Secunderabad Town itself was then confined on its North utmost upto the Alexandra Road, now known as S.P. Road. All the Government lands situated to the East of Entrenchment road including the land forming part of the S.Nos. 628 and 629 were being utilised only to house plague camps when the town was visited by the fell disease in epidemic form. Otherwise, it was being used only as but fire fields by the Military for shooting practice. The said Government lands were outside Abadi and otherwise beyond human habitation and were of little or no marketable value as there were no takers of the lands in the locality then at any price howsoever low.

14. RULING PRICE FOR LAND IN VICINITY:

It was in respect of this land, the Government concerned collected an exorbitant sum of Rs.1/- per square yard as premium on the leased plots at the commencement of the leases in 1949 in respect of the First Scheme (The Nizam's Government) and in 1952 (the Congress Government) in respect of the Second-Scheme from the Government Employees' Society. Even much latter, after the grant of these leases to the Government Employees' Society under the First Scheme, and about the time when the leases under the Second scheme were granted, the ruling sale price of paigah land was only Osmania Sika Rs.3000/- (Rupees three thousand) per acre as evidenced by the outright absolute sale of 11 acres of land in adjacent S.Nos. 74/10 in Marredpally village by its

(contd.14....)

Patel, one Nawab Dildar Ali Khan to one Sri S.N.Das on 17-1-1951 for a consideration of Rs.33,000/- (Rupees thirty three thousand only): The only justification for collection of the premium at such an exorbitant unconscionable rate,

for the reason of the prevailing sale price in respect of land in the neighbourhood of the leased plots was that the Government had thereby collected the full value price in respect of the plots transferred by way of premium and thereby incurred the obligation to confer to the Government Employees' Society its full ownership leasehold rights at a future date during the currency of the lease period. Whether information could be attributed

to the Government of the fact that the Government had collected the premium, excessive and extortionate. At the time when these

leases were granted, non-agricultural vacant dry land in the vicinity was plentifully available to be bought by absolute sale at cheap prices which were quoted on acreage basis. Incidentally, the petitioners draw the attention of Government that it has not collected any amount by way of premium during the various occasions, it had granted long leases in the past to institutions

like, New Club, Dacca Club and the Murshidally Cricket Club, when it has no idea of transferring, its freehold ownership to the said lessees either during or at the expiry of the lease period. In respect of the present circumstances, should the Government have collected the premium, the Government had interest in the leased plots in favour of the lessees of the plots, as it should do, it should also take note of the fact that it had already received even at the very commencement of the lease transactions, by way of premium, more than a fair price of the plots, even for an outright sale, and consequently,

in the interest of justice and fair play, it should also further decide to transfer its rights as lessor to the lessees without requiring them to suffer further financial burden and detriment and therefore there should be no question of it collecting any further amount by way of sale consideration, stamp duty and registration charges at the time of such transfer. It is indisputable that thereby the Government does not stand to lose anything in the transaction. On the contrary, it would be getting slight and doing justice to the case of the lessees

of the plots although at this late juncture. It is a case of a performance of the paramount obligation it owes to the lessees, though belatedly after lapse of all these years.

15. ABOUT OTHER SALES IN THE VICINITY:-

In the case of Palgah lands in the immediate neighbourhood, the sales of such lands effected during 1949 to 1958 as free-hold plots never exceeded Rs.5/- per square yard including development charges payable to Municipality around Rs.3/- per square yard. During 1950 to 1952, a large extent of Government land allotted by the Government to Maj. S.R.M. Naidu, Cap. J.D. Vaidya, Maj. C.P. Patel, which is situated virtually as an island in between the two lay-outs of the Government Employees' Society, have been with the permission of Government, sold to other parties at the rate of Rs.1.25 per square yard. The lands in the Thokatta Village (opposite Secunderabad Club) situated within 3 kms of the Government Employees' Society layout schemes (I & II) were given Rs.1/- per square yard to the Government Employees' Society for the purpose of division into plots and allotment to its members for dwelling houses by outright sale effected on 10th June, 1959, by the Andhra Pradesh Government to the Government Employees' Society to the extent of 39,000 Square yards vide G.O.1144, dated 10th June, 1959). The said lands were transferred by Sale Deeds to the members of the Government Employees' Society. The very rate per square yard of land sold by Government in 1959 to the Government Employees' Society by way of absolute sale of its land in Thokatta village is proof positive of the unconscionable price collected by Government by way of premium for the grant of lease in respect of plots in Schemes I & II at the commencement of the said schemes from the promoters and on the subsequent members of the Government Employees' Society. It also further establishes without the shadow of any doubt the justice of the case for the immediate transfer by absolute sale by the A.P. Government to the Lessees in respect of the Government Employees' Society layout in Schemes I & II without calling upon the lessees to pay any further amount to the Government as consideration of the said transfer or by way of any incidental fees and charges in the shape of stamp duty and registration charges. It also further establishes the fact that, to continue any further oppressive clauses in the lease deeds in Schedule-III in respect of the lessees in the said layout is unjust and unwarranted. The device of continuing these plot holders any more as lessees

under such oppressive clauses of Schedule-III is also unfair and unjust. In this context, the very contemplation of resuming by the Government of the said plots would put the interests of the lessees in great peril and jeopardy. It is an undoubtedly retrograde step which is unexpected of any Government which has in its heart the welfare of the toiling working class.

16. ABOUT AIDED TEACHERS' SOCIETY:

The layout of the Aided School Teachers' Co-operative Housing Society which built up hereinafter called as "Teachers Society", is in the very same survey numbers 628 and 629 and the plots of the Teachers Society are contiguous to plots in the lay-out of the Government Employees' Society in its second scheme and are located in between the two sets of plots of the Government Employees' Society layout in its two schemes. The facts set out in the previous paragraphs in respect of the case of the Government Employees' Society apply, on all fours, to the case of the Teachers Society as well. Therefore, the case for transfer of the freehold right of plots in the layout of the Teachers' Society by the Government in favour of the lessees making them full owners of the said plots without Government collecting any further amounts from them on account of the said transfer stands also on the same footing as that of the Government Employees' Society.

17. SAID BY GOVERNMENT THE PLOTS FOR DWELLING PURPOSES:

Having thus surveyed the historical situation in brief about the creation of the lease-hold plots in the various localities of the Secunderabad Town about which this representation has been made, it will be profitable to consider the way the various successive Governments, since the days of the British Resident until today, dealt with the problem of constructing houses and selling them to the citizens of Secunderabad. The course of development of the Secunderabad Town necessitated the creation of the Secunderabad Cantonment Town, Improvement Trust by the Resident representing British Government and the Secunderabad Town Improvement Trust formed from 1.12.1945 (the date of Rendition by Nizam's Government) and the City Improvement Board by the Government for Hyderabad City. The Secunderabad Town Improvement Trust and the City Improvement Board for Hyderabad City subsequently merged into a single entity. The necessity of development of the metropolis resulted in the constitution of the A.P. Housing Board as well. All these institutions at various stages put up buildings for dwelling

(contd....17....)

purposes. All these buildings were sold to the occupants. allottees for consideration without allotting them on lease in Schedule-III or any other appropriate form. While doing so, the various Governments of the time have without any justification overlooked the necessity and obligations to transfer its freehold rights in the leased plots to the lessees of the plots as well by making them full owners. From the time of the Resident of the British Government until today, though this Secunderabad Division witnessed various political and constitutional upheavals yet the case of transfer of the freehold ownership to the lessees of the leased plots by Government has not so far been considered. By taking up their case now and conferring full ownership rights on them the present Government can have the legitimate claim and pride of having redressed and settled a long standing grievance, and discharged an obligation to which the Governments of various hues and political complexions have only turned the Nelson's eye. It will then have restored a matter which had been going by default all the while.

18. CERTAIN LEGAL PROVISIONS:

The case of the Petitioners has also to be viewed in the context of the various legal provisions governing the same. Most of the lease hold plots in the Government were leased out during the British Government regime and they have continued till now. At the time of Rendition of Secunderabad by the Resident representing the British Government, the Rendition Agreement dated 1-12-1945 entered into between the British Government and the Nizam's Government stipulates in Clauses 1 and 2 as follows:-

Clause-1: Full and exclusive jurisdiction over the said area hereinafter called the Restored Area shall henceforth be exercised by H.E.H. the Nizam's Government.

Clause-2: Subject to the terms of this Agreement, H.E.H. The Nizam's Government shall fulfil all legal and contractual obligations for which the authorities at present administering the restored area are responsible in that area.

The restored area mentioned in the Rendition Agreement, is the area substantially forming the Secunderabad Division of the Twin Cities of Hyderabad and Secunderabad.

(contd.18.....)

19. With the re-organisation of States on 1-11-56 under the States Re-organisation Act, 1956, its provisions, inter alia those in Part XI of the Act, require the Government of Andhra Pradesh to respect and be bound by the statutory and contractual obligations of its predecessor State to the citizens of this Secunderabad area. In respect of the leases of Government lands in the Secunderabad division, the format styled as Schedule-III, originally adopted by the Resident (British Government) for granting leases have been continued to be adopted mechanically by the successive Governments without any legal sanctity. Until today the said device continues to be in vogue in respect of the holders of these plots of Government lands as lessees although several decades have since the granting of lease by successive Government in Secunderabad Division and the clauses of the lease deeds have always been oppressive and unjust. The question of conferring the status and right of full ownership on these lessees permits no further procrastination and demands immediate attention. The outright sale in June 1959 by the Andhra Pradesh Government of 39,000 square yards of land in Thokatta Village to the Government Employees' Society is proof positive of the arbitrary nature of continuing any further in lease hold status the various lessees occupants of the Government lands in the Secunderabad division and adhering any more to the clauses and in Schedule-III which by efflux of time also have become irrelevant, apart from their having been irreconcilable even at the commencement of the leases with the collection of huge amounts being sale price which were camouflaged as premia on lease.

20. STATUS OF THE LESSEES IN GENERAL:

It needs to be emphasised that the lessees of the Government plots in respects of whom this representation has been made comprise the working class as such and it can be never be said that these plots were granted under political influence without any regard for the need of the persons who were granted such leases. It needs to be told that the various members of the Government Employees' Society and the Teachers' Society had to suffer considerable privations and trouble for paying premium amounts, development charges as well as for the purpose of raising money for share capital. They had to build up their resources, rupee by rupee, even by selling their meagre family gold besides incurring private loans. They were monthly wage

(contd.19...)

earners as employees and their salaries were meagre. Even the two Co-operative Societies which made them their members had no financial resources to come to their aid. It is with considerable difficulty and hardship they raised the money required for payment of premia to the Government at exorbitant rates, and also the various charges for development of the plots, laying roads, etc. The position of the lease holders in the plots in the other areas in the category No.1 in land of Secunderabad division was no better in as much as by executive fiat of the British Resident they were deprived of their buildings and their status as absolute owners of buildings were reduced to lessees of plots under oppressive conditions of Schedule-III. They had also to pay premia at unconscionable rates besides monthly rent. In respect of the plots in West Marredpally, the Secunderabad Cantonment Board collected premia at Rs.2.10.8 per square yard being the prevailing sale price for the land. These plots are separated by the Entrenchment road from the plots in categories II & III belonging to the Government Employees' Society and the Teachers' Society. It is also a thorough mis-apprehension to view the grant of these plots as bounties of the Congress Government because granting of these leases has been in existence right from the days of the British Government and continued even during the days of the Nizam's Government. In those days, there was no question of any Congress being in Government. More-over, the present Government should view this question not politically with party bias but should endeavour to adopt a course of action to undo the continuous injustice which has been in existence since the time when the British Government adopted the device of granting lease in Schedule-III to Government land.

21. PRAYER FOR TRANSFER OF LEASE HOLD RIGHTS:

The preceding paragraphs would demonstrate that the lease-hold plots in the Government land were acquired by the lessees after paying considerable amounts as sale price which were camouflaged and labelled as premia for above the market value of lands at the time of the grant of leases. The modality adopted for transfer by the grant of the leases as well as the clauses governing the same were one-sided and oppressive and were not the resultant product of a free and fair bargain between equal parties. It was heavily loaded in favour of the lesser-Government. The question of transferring the free-hold rights now vesting in the Government in these various plots and making the lessees thereof as full-fledged owners demands immediate attention and permits no further postponement. In view of the alarming rise in the

(contd.20....)

market value of the lands in S.underabad Division, 'as every' where also subsequently after the grant of the leases covered by this representation, it would be highly arbitrary, unreasonable and inequitable on the part of the Government to endeavour to recover a second time any more money from the lessees of the plots before parting with its free-hold rights in respect of the plots. By and large, lessees of these plots are monthly wage earners and a considerable number of them are pensioners and give a few of them have no steady source of income being the heirs of erstwhile lessees who are now no more. It would be inequitable to subject them to any further financial burden before they could be made full owners of the said plots. Consequently, the Government should adopt a fair and just view and transfer its free-hold rights by granting pattas in their favour without subjecting them to any further financial burden not only in the shape of payment of any monthly consideration and also in the shape of any incidental charges towards stamp duty and registration charges for the purpose of effecting the transfer of ownership rights in the said plots in their favour.

22. REQUEST FOR IMMEDIATE RENEWAL OF LEASES:

Another grievance of the Petitioners which demands immediate redress even before the Government is pleased to transfer its free-hold rights in favour of the lessees as requested in the previous para is that the Estates Officer without any justifiable reason or cause has failed to renew the leases in respect of several lease-hold plots although the initial term of 30 years in all these cases has long expired and the lessees have in accordance with the provisions of the lease deed not only exercised their option for the renewal of the leases and also made requisite applications supported by necessary documents and charges for renewal of the leases. In view of the long delay that has ensured already which generates in the lessees avoidable anxiety, the Petitioners request the Government that immediate instructions be given to the Commissioner of Land Revenue and to the Estates Officer concerned to renew without further delay the leases in respect of the plots for which the initial term has expired.

(contd..21.....)

23. PRAYER:

In the result, the Petitioners pray as follows:-

i) Government be pleased without any further delay to transfer to the lessees by an appropriate instrument its freehold rights in the plots in Secunderabad Municipal Division presently held on the foot of the leases granted for dwelling house purposes; grant pattas to the lessees duly exempting them by appropriate Government orders from payment of any further consideration or Stamp duty, Registration or other incidental charges or other levies consequent on such transfer; and

ii) Pending its decision to transfer accordingly, to direct by order the Commissioner of Land Revenue and the Estates Officer concerned to renew without further delay the leases in respect of the leased plots for which the lease period has expired and to pass further orders incidental or as a consequence of such renewal.

24. The Petitioners also request for an opportunity to represent to the Sub-Committee in person through their representatives so that the Sub-Committee may inform themselves fully about the correct state of affairs, the needs of the situation, and the just obligations of the Government in the matter.

25. The Petitioners look forward to a reply from the Sub-Committee fixing a date in the near future when it will be pleased to hear the representatives of the Petitioner.

11/B, East Marredpally,
A.P. Govt. Employees Co-op. House Society Office,
(Behind Shenoy Nursing Home)
Secunderabad - 500 026.

Dated: September, 1988

Yours faithfully,

1. Sd/- x x x
(M.V. SUBBA RAO)
President
A.P. House & Building Sites
Owners Association.
2. Sd/- x x x
(K. RAMANA RAO)
Secretary
A.P. Govt. Employees (Secunderabad
Coop. Housing Society Ltd.,
3. President
The Aided Teachers Co-op. Housing
Society, East Marredpally,
Secunderabad.
4. Sd/- x x x
(S. GOVINDARAJAN)
Hon. Secretary
A.P. House & Building Sites
Owners Association
Phone: 830145

