

TAKEN UP W.P.(PIL). No. 173 OF 2017

[illegible]

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MEMORANDUM OR WRIT PETITION
(UNDER ARTICLE 226 OF THE CONSTITUTION OF INDIA)

IN THE HIGH COURT OF JUDICATURE AT HYDERABAD
FOR THE STATE OF TELANGANA AND THE STATE OF ANDHRA PRADESH

(SPECIAL ORIGINAL JURISIDCTION)

TAKEN UP W.P. (PIL) NO. 173 OF 2017

Between

Sri C. Kumar,
T.R.S. Party Senior Leader,
H.No. 1-8-185/4, Chikkadpally,
Hyderabad - 500 020 Ph.NO. 9553760189
Through Letter Dt: 20-03-2017

... Petitioner

AND

1. The State of Telangana,
Rep. by its Principal Secretary,
Industries & Commeree Department,
Secretariat,
Hyderabad
2. The State of Telangana,
Rep. by its Principal Secretary,
Revenue Department,
Secretariat,
Hyderabad.
3. - The State of Telangana,
Rep. by its Principal Secretary,
Home Department,
Secretariat,
Hyderabad.
4. The District Collector,
Hyderabad District,
Chirag Ali Lane, Abids,
Hyderabad.
5. The Director of Industries,
Government of Telangana,
Chirag Ali Lane, Abids,
Hyderabad.
6. The Director,
Central Bureau of Investigation,
Plot No. 5-B, 6th Floor, CGO Complex,
Lodhi Road, Jawaharlal Nehru Stadium Marg,
DELHI - 110 003.
7. Union of India,
Rep. by its Home Secretary, Home Department,
North Block, Central Secretariat,
DELHI 110 001.

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8. The Director,
CBCID, Government of Telangana,
6, 6-1-67/15-17, Lakdikapool,
Saifabad, Khairatabad,
Hyderabad.
9. The General Manager,
Telangana State Industrial Infrastructure
Corporation Limited,
Basheerbagh,
Hyderabad.

For the reasons stated in the letter dated 20.03.2017 of the petitioner, this Hon'ble High Court may be pleased to issue a Writ, order or direction, more particularly one in the nature of Writ of Mandamus, declaring the inaction of the official respondents in not taking any action against the lessees of the land in an extent of Acs.136-14 guntas in Azamabad Industrial Area, who for their personal gain, have sub-leased the surplus lands allotted to them to third parties and also constructed residential houses in small parcels of land and given them on rent to third parties, who are carrying on illegal activities, and not making use of the land for the purpose for which it was allotted, as illegal and arbitrary and in contravention of the lease deeds and the provisions of the Azamabad Industrial Area (Termination & Regulation of Leases) Act, and consequently direct the official respondents to take action against those lessees who have sub-leased the land allotted to them to third parties for their personal benefit, in contravention of the lease deeds and to resume the lands in question and also the lands which are kept vacant or unused, and pass such other order or orders as the Hon'ble Court may deem fit and proper in the circumstances of the case.

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THE HON'BLE THE ACTING CHIEF JUSTICE

May it please your Lordship,

It is respectfully submitted that Sri C.Kumar, resident of Hyderabad, addressed a letter dated 20-03-2017 to the Hon'ble the Acting Chief Justice, High Court of Judicature at Hyderabad and the said letter was forwarded to the Registrar (Judicial) to place the same before the PIL Committee.

It is further respectfully submitted that the petitioner in his letter stated that Azamabad Industrial Area in an extent of Ac.136-14 guntas worth crores of rupees has been allotted by the Government to the lessees on lease with a view to encourage the establishment of industries and to provide employment to the unemployed youth; that most of the lessees have acquired acres of land on lease and constructed small industrial units in 100/150 sq.yards and using remaining extent of land for their personal use such as construction of residential houses and giving some prtion of their house to tenants for rent as the lease period is for 99 years; that some of the beneficiaries have given their allotted property on sub lease to third parties and the said third parties are carrying on illegal activities, which is, being prohibited under Azamabad Industrial Area (Termination & Regulation of Leases) Act and that the lessees are not paying rents regularly to the leased out property since many years.

It is respectfully submitted that the petitioner prayed to treat his application as Public Interest Litigation (PIL) and pass necessary orders, in the interest of justice.

It is further respectfully submitted that as directed, the matter was referred to the PIL Committee and the Hon'ble Judges of the PIL Committee approved for treating the matter as PIL.

Respectfully submitted for orders:

If pleased, the Registry may be permitted to take up the matter as WP (PIL)

OR

Any other direction as your Lordship pleases.

Registrar (Judicial)

HACJ

19/01/2

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May the Trustee
as PIC
Le. Govt

Hyderabad,
Date: 20-03-2017

To
The Hon'ble the Acting Chief Justice,
High Court of Judicature,
At HYDERABAD,
For the State of Telangana and
For the State of Andhra Pradesh.

Yes
Shakti

Yes
Govt

MAY IT PLEASE YOUR LORDSHIP,

Sub: Certain irregularities in allocation of Azamabad Industrial Area under Right to Information Act - Request to treat my application as Public Interest Litigation and take necessary action - Reg.

>>><<<

I, C.Kumar, R/o. Chikkadpally, Hyderabad, would like to bring the following information to Your Lordship's kind notice and to treat this application as Public Interest Litigation and accordingly pass necessary orders to set right the irregularities.

Upon seeking information under Right to Information Act with regard to leased-out properties in Azamabad Industrial Area. I have been furnished with information from the O/o. The Director of Industries, Government of Telangana, Chirag Ali Lane, Hyderabad, and from the so furnished information it is very clear that there are number of grave irregularities being committed by the beneficiaries.

I do herewith bring to your Lordships kind notice that the Azamabad Industrial Area is in all consisting of Ac. 136 - 04 gts.; that the Government has allotted the said land to the lessees on lease with a view to encourage the establishment of industries by which employment opportunities may be provided. The property is worth crores of rupees. It is learnt that most of the lessees have acquired the acres of land on lease and they have constructed a small industrial unit in not more than 100 / 150 sq.yds. and used the remaining extent of land for their personal use such as construction of residential houses and giving some portion of their house to tenants for rents, as the lease period is for 99 years. While some of the beneficiaries have given their so allotted property on sub lease to third parties and the said third parties are carrying on illegal operation, which is being prohibited under Azamabad Industrial Area (Termination & Regulation of Leases) Act. More over some of them are not paying the rents regularly to the leased property since many years.

14 (Indl)
be for
Committee
24/3
06/05/17

I agree
Surya
1A

OCJ RC No...13.66/2017
DATE...22/03/2017

I agree,
Sanyas Kumar
5.7.17

(5)

I would like to bring to your kind notice that, the very purpose of allotting the said land is defeated. With regard to paying of prescribed lease amount/rents regularly by the beneficiaries and the names of the defaulters along with amounts due, from the date of establishment to till date, The Director of Industries in his letter cited above has admitted that there is no monitoring system and there is no information available with regard to payment of prescribed lease amount / rents regularly by the beneficiaries and the names of the defaulters along with amounts due, from the date of allotment of leased property to till date. The information sought by me and the replies given by Director of Industries.

Sl.No.	Information sought by the Applicant	Reply
01.	To furnish information with regard to establishment of Azamabad Industrial Area in Musheerabad Assembly Constituency along with year of establishment along with documentary proofs	The Nizam Govt., during the year 1927 constituted a committee consisting of i) Superintending Engineer, City Improvement Board, ii) Commissioner Municipal Corporation of Hyderabad, iii) Commissioner of City Police, iv) the Director, Commerce & Industries and v) Superintending Engineer, Electricity to select an area for Industries & Factories.
02.	Total extent of land allocated, in Azamabad Industrial Area in Musheerabad Assembly Constituency at the time of establishment of Azamabad Industrial Area with documentary proofs	The Committee acquired land to an extent of 136 acres and 4 guntas in Azamabad out of the funds provided by the Industrial Trust Fund.
03.	What is the main object of allocating land to the beneficiaries at the time of establishment of Azamabad Industrial Area	The main objective is to establish Industries.
04.	List of beneficiaries of land, extent-wise allocated at the time of establishment of Azamabad Industrial Area in Musheerabad Assembly Constituency to till date along with their lease periods along with documentary proofs	Since the information requested is of prior to 9 decades and since the old records are not traceable in this office, the list of beneficiaries at the time of establishment of Azamabad Industrial Area is not available. However the list of Industries under whose occupation of the land as on date is enclosed. Regarding the period of lease the Nizam Govt., provided lease period for 99 years. However, the State Government amended the Principal Act by way of enacting

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		the Azamabad Industrial Area (Termination & Regulation of Leases) Amendment Act No.1 of 2000 vide Gazette Notification dt.17 th February, 2000, providing a provision for the industrialist units to opt for <u>either</u> fresh lease U/S 4(1) of the Act <u>or</u> for freehold rights under Section - 3 (3) of the Amended Act No.1 of 2000 subject to fulfilment of other terms and conditions.
05.	List of businesses or industrial activities to be carried-out in the leased extent of land i.e., Azamabad Industrial Area with proof	Information is not available.
06.	Whether the leased persons are carrying-on their businesses as prescribed by the Azamabad Industrial Area or whether they are carrying any other businesses / activities in the industrial area? Whether the beneficiaries have given any sub-lease to third parties?	Due to certain financial difficulties some of the industries sub-leased part of land allocated to them to other industrialists for establishment industries and the Government have permitted to do so.
07.	Whether the leased persons have any right to give sub-lease to third parties?	In certain cases the Government has permitted to sublease part of land allocated to original lessees to overcome their financial crisis so as to enable to run the industries. However, no rights provided to original lessees to sublease the land allocated to them.
08.	What is the rate of lease fixed to the beneficiaries at the time of allocation of Azamabad Industrial Area and what is the present rate of lease fixed to the beneficiaries?	Information is not available.
09.	Whether the beneficiaries are paying the prescribed lease amounts / rents regularly, if not furnish the name of the defaulters along with amounts due, from the date of establishment to till date.	Since there is no monitoring system, the information is not available.
10.	Whether there is any Monitoring Cell / Wing to supervise the activities / businesses which are carried by the beneficiaries in the industrial area?	No

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11.	Extent of land now remained under Azamabad Industrial Area in Musheerabad Assembly Constituency.	The information enclosed to the point four suffice.
12.	What is the extent of land grabbed and who are the land grabbers? What is the action taken against them till date along with documentary proof.	As far as the information available in this department no land (allocated to industries) grabbed by other persons.
13.	Any new beneficiaries after formation of Telangana State? If so furnish the name of the beneficiaries along with their addresses and for what business / activities? Please furnish documentary proof?	No new beneficiaries allocated the land in Azamabad Industrial Area after formation of Telangana State.

The irregularities in the above matter are as detailed here under:

1. The allotment is purely for establishment and running of industries but, some of the allottees are utilising part of their land for residential purpose by construction palaces houses.
2. The land allotted for establishment of canteen for industrial employees, is being utilised for some other purpose which can neither be considered as canteen nor as industry.
3. From the information made available under the provisions of RTI Act, it is very clear that the authorities are not having any information and records to show that any payment of amounts are being made towards rents/lease amount by the allottees, which goes to prove that the lands belonging to government are being enjoyed by allottees at the cost of government revenue.
4. The irregularities pointed out above are only few of the many such irregularities which can be identified / detected only in the event of any enquiry conducted specifically to the effect by the authorities appointed by the order of the Hon'ble Court.
5. As the persons who are allottees are trying to protect their possession over the so allotted lands and as they are financially strong they would go to any extent even to the extent of threatening the persons who ever is trying to bring out the reality. The Government is loosing huge revenue since long time, due to mis-use of lands. Hence, in view of the above reasons by protecting my identity Hon'ble court may be pleased to order for an enquiry by any authorities either CBI or

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CBCID or any other authority as the Hon'ble court may deem fit and proper in the circumstances of the case.

Therefore, I pray Your Lordship to treat my this application as Public Interest Litigation with regard to the irregularities in Azamabad Industrial Area by protecting my identity the Hon'ble Court may be pleased to order for an enquiry by any authority i.e., either CBI or CBCID or any other authority and consequently direct the Government to set right the said irregularities in the interest of justice as this Hon'ble Court may deem fit and proper in the circumstances of the case.

Yours faithfully,

(C.KUMAR),

Encls:

1. Lr.No.37/2016/29406/FD, dt.28-10-2016, from the Director of Industrial, Government of Telangana, Chirag Ali Lane, Hyderabad.
2. List of Industries in Azamabad Industrial Area along with plot nos. allotted and extent.
3. Copy of Azamabad Industrial Area Act
4. 1997 (3) ALT 756 (D.S.Krishna Vs.Digvijay Industries).

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By Register Post with Ack. Due.

GOVERNMENT OF TELANGANA
Director of Industries :: Hyderabad.

From The Director of Industries, Government of Telangana, Chirag Ali Lane, HYDERABAD	To Sri C. Kumar, T.R.S. Party Senior Leader, H. No. 1-8-185/4, Chikkadpally, Hyderabad -500 020.
--	---

Lr.No. 37/2016/29406/FD, Dated: 27/10/2016.

Sir,

-Sub:-

Inds. Dept., - RTI Act, 2005 - Application of Sri C. Kumar, T.R.S. Party Senior Leader H. No. 1-8-185/4, Chikkadpally, Hyderabad 20 - Information furnished under RTI Act, 2005 - Regarding.

Ref:-

Lr. No. 20672/RTI/ACT.2005/TSIIC/HO/78/2016, dated 07-09-2016 of the General Manager & SPIO, TSIIC Ltd., T.S. Hyderabad.

With reference to your letter cited, the available information in the office of the Director of Industries is furnishing here with.

Sl. No	Information sought by the Applicant	Reply
1.	To furnish information with regard to establishment of Azamabad Industrial Area in Musheerabad Assembly Constituency along with year of Establishment along with documentary proofs.	The Nizam Govt. during the year 1927 constituted a committee consisting of i) Superintending Engineer, City Improvement Board ii) Commissioner of Municipal Corpn. of Hyderabad iii) Commissioner of City Police iv) the Director, Commerce & Industries and v) Superintending Engineer, Electricity to select an area for Industries & Factories.
2	Total extent of land allocated in Azamabad Industrial Area Musheerabad Assembly Constituency at the time of establishment of Azamabad Industrial Area with documentary proofs.	The committee acquired land to an extent of 136 acres and 4 guntas in Azamabad, out of the funds provided by the Industrial Trust Fund.
3	What is the main object of allocating land to the beneficiaries at the time of establishment of Azamabad Industrial Area.	The main objective is to establish Industries
4	List of beneficiaries of land, extent-wise allocated at the time of establishment of Azamabad Industrial Area in Musheerabad Assembly Constituency to till date along with	Since the information requested is of prior to 9 decades and since the old records are not traceable in this office, the list of beneficiaries at the time of establishment

	their lease periods with documentary proofs.	of Azamabad Industrial Area is not available. However the list of Industries under whose occupation of the land as on date is enclosed. Regarding the period of lease the Nizam Govt., provided lease period for 99 years. However the State Government amended the Principal Act by way of enacting the Azamabad Industrial Area (Termination & Regulation of Leases) Amendment Act No.1 of 2000 vide Gazette Notification dt. 17 th February 2000, providing a provision for the industrialist units to opt for <u>either</u> fresh lease U/S 4(1) of the Act <u>or</u> for freehold rights under Section -3(3) of the Amended Act No.1 of 2000 subject to fulfillment of other terms and conditions.
5	List of business or industrial activities to be carried out in the leased extent of land i.e., Azamabad Industrial Area with proofs.	Information is not available.
6	Whether the leased persons are carrying-on their business as prescribed by the Azamabad Industrial Area or whether they are carrying any other business / activities in the industrial area? Whether the beneficiaries have given any sub-lease to third parties.	Due to certain financial difficulties some of industries subleased part of land allocated to them to other industrialists for establishment industries and the Government have permitted to do so.
7	Whether the leased persons have any right to give sublease to third parties?	In certain cases the Government has permitted to sublease part of land allocated to original lessees to overcome their financial crisis so as to enable to run the industries. However, no rights provided to original lessees to sublease the land allocated to them.
8	What is the rate of lease fixed to the beneficiaries at the time of allocation of Azamabad Industrial Area and what is the present rate of lease fixed to the beneficiaries?	Information is not available.
9	Whether the beneficiaries are paying the prescribed lease amounts / rents regularly, if not furnish the name of the defaulters along with amounts due, from the date of establishment to till date?	Since there is no monitoring system, the information is not available.
10	Whether there is any Monitoring Cell / Wing to super wise the activities / business which are carried by the beneficiaries in the industrial area?	No
11	Extent of land now remained under Azamabad Industrial Area in Musheerabad Assembly Constituency.	The information enclosed to the point four suffice.

(11)

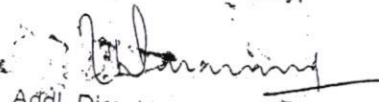
12.	What is the extent of land grabbed and who are the land grabbers? What is the action taken against them till date along with documentary proof?	As far as the information available in this department no land (allocated to industries) grabbed by other persons.
13.	Any new beneficiaries after formation of Telangana State? If so furnish the name of beneficiaries along with their address and for what business / activities? Please furnish documentary proof?	No new beneficiaries allocated the land in Azamabad Industrial Area after formation of Telangana State.

The first Appeal if any against the reply of the Public Information Officer may be made to the first Appellate Authority i.e. Director of Industries within 30 days of receipt of this reply.

First Appellate Authority:-

Sri Naveen Mittal
Director of Industries
Chirag Ali Lane, Abids,
Hyderabad- 500 001
Tel No. 040-23441666
Email id- doi.ind@telangana.gov.in.

Yours faithfully,


Addl. Director of Industries / PIO
O/o the Director of Industries
Tel No. 040-23441626

Copy to the General Manager & SPIO, TSIC Ltd., Parisrama Bhavan, 6th Floor, 5-9-58/B, Fateh Maidan Road, P.O Bag No. 5, T.S. Hyderabad for information.

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LIST OF INDUSTRIES IN AZAMBAD INDUSTRIAL AREA

(12)

S. No	Name of the company	Plot Nos allotted	Extent of the
1	M/s. Indian Hume Pipe Co. Limited	4	4.853
2	M/s. Biological - E - Ltd	18/1, 18/3, 18/4 & 19/3	4.254
3	M/s. Good Health Agro Tech Limited	21/2.	1.123
4	M/s. Hind Metal Industries	19/2.	0.95
5	M/s. Venkateswara Non-ferrous Foundry	19/5.	0.258
6	M/s. National Paints & Varnish Works	13/5.	0.599
7	M/s. Rehmania Machineries Factory	26/1.	0.748
8	M/s. Pancharatan Food Products	26/3	0.246
9	M/s. VST Industries Limited	8, 9, 16/2, 17/3 & 17/4	13.93
10	M/s. Biking Food Products	24/4.	0.8409
11	M/s. Sunshine Industries	24/4.	0.294
12	M/s. Sadanand Engineering Works	19/1.	1.087
13	M/s. Annapurna Industries	21/6.	0.418
14	M/s. Grand Castings	23/7.	0.586
15	M/s. Meera Industries	25/1.	1.09
16	Central India Engineering Company (M/s. Patel Desai & Company)	25	0.477
17	M/s. Gurudev Engineering	27/3.	0.674
18	M/s. Soham Engineering Works	27/2.	0.675
19	M/s. DAP Containers Pvt. Ltd.	17/2.	0.479
20	M/s. Ladha Iron Castings	13/2.	1.163
21	M/s. Kun United	2/2.	3.453
22	M/s. Mitra Agencies	2/1.	1.531
23	M/s. S.B. Ram & Company	21/1.	0.705
24	M/s. Allied Industries	14/3.	0.903
25	M/s. Andhra Chemicals	24/1(part)	0.979

26	M/s. Andhra Stainless Steel & wire Products	19/4,	1.18
27	M/s. Viswajit Castings & Engineering Works	26/2,	0.529
28	M/s. Rakesh & Naresh Enterprises	21/3,	0.586
29	M/s. Deccan Gas Corporation	20/3,	0.68
30	M/s. Annapurna Canteen	3/8,	0.1179
31	M/s. Rajarajeswari Publications Pvt. Ltd.	21/4,	0.778
32	M/s. Digvijay Industries	14/4,	1.0495
33	M/s. Agarwal Industries	24/3, 23/1 to 23/6 & 1/1	7.3
34	M/s. Andhra Chemical Co		0.814
35	M/s. Posters N Posters		
36	Yousuf & Co	13/4	0.04
37	M/s. Navnit Oil Inds.	14/1 & 24/2,	2.336
38	M/s. Vanesekaran Industries		
39	M/s. Mazhar & Co		
40	M/s. Hyderabad Chemicals & Pharmaceutical Works	21/5,	0.604
41	M/s. Gupta Steel Wire Industries	5,	4.974
42	M/s. Ram Chemicals	15/5,	0.297
43	M/s. JP & Co.	15/4,	0.297
44	M/s. Tarakprabhu Publications.	17/1,	1.1456
45	M/s. Hyderabad Hosieries	7/1,	1.0857
46	M/s. J.P. & Co.	17/2,	0.5816
47	M/s. Indian Chemicals & Pharmaceutical Works.	17/2,	1.161
48	M/s. Kapadia Industries	18/2,	1.1447
49	M/s. Hyderabad Construction Co. Ltd.	7/3,	1.0783
50	M/s. Dayaram Surajmal Lahoti Oil Mills	22,	3.899
51	M/s. Vijaya Oils	1,	3.54
52	M/s. Sunder Silk Mills	1	0.0857
53	M/s. VST Workers Trade Union Office	3, 3/1 - 3/7	4.974
54	M/s. VST School	14/2,	0.5497
55	M/s. Swastik Manufacturing Co	14/2,	0.5595
56	APSR TC	13/1 & 1A	
57	Electrical Sub Station	10, 11, 12, 12/1, 15/3, 16/1	18.553
58	Labour Welfare Centre	3/9	0.126
59	TI	15/1 & 2	2.35
		13/6	0.19



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Telangana State Industrial Infrastructure
Corporation Ltd,
(A Govt. of Telangana State Undertaking)

Letter No. 20672/RTIACT, 2005/TSIIC/HO/78/2016

Date: 07.09.2016

To
Sri C. Kumar,
T.R.S Party Senior Leader,
H.No. 1-8-185/4,
Chikkadpally, Hyderabad-500020.
Sir,

Sub: TSIIC Ltd - RTI Act, 2005 - Application filed by Sri C. Kumar - Hyderabad -
Reg.
Ref: Your Application dated 02.09.2016, filed under RTI Act, 2005.

In the reference cited, you have filed an application under RTI Act, 2005 and sought for certain information. The application is transferred to the PIO, Commissioner of Industries, Chirag Ali line, Abids, Hyderabad, under section 6(3) of RTI ACT 2005, with a request to furnish the information within stipulated time. Hence, you are requested to make further correspondence with PIO, as mentioned below in the matter.

The General Manager & SPIO TSIIC Limited, Head Office,
OFF.TEL. No. 040-23237625 Cell No. 9948220505

Yours faithfully,

(Signature) 07/09/2016
GENERAL MANAGER & SPIO
GENERAL MANAGER &
PUBLIC INFORMATION OFFICER
T.S.I.I.C LTD., HEAD OFFICE
BASHEERBAGH, HYDERABAD-500 004.

Regd. Office: "Parisrama Bhavanam", 6th Floor, 5-9-58/B, Fateh Maidan Road, P.O. Bag No 5, Hyderabad - 500 004. (India)
Phone : 23237622, Fax No. 040-23240205, E-mail : TSIIC@hdl.vsnl.net.in



Telangana State Industrial Infrastructure
Corporation Ltd,
(A Govt. of Telangana State Undertaking)

(15)

Letter No.20672/RTI ACT, 2005/TSIIC/HO/78/2016

Date:20.09.2016

Sri C.Kumar,
T.R.S Party Senior Leader,
H.No.1-8-185/4,
Chikkadpally, Hyderabad-500020.
Sir,

Sub: RTI ACT-2005 - Sri C.Kumar - Hyderabad - Furnishing of information - Reg,
Ref: Your application dated 02.09.2016, filed under RTI Act, 2005.

The following information is furnished as sought by you under RTI application filed as above, as per the available records.

S. No.	Query	Reply
1.	To furnish the information with regard to establishment of Azamabad Industrial Area in Musheerabad Assembly Constituency along with year of establishment along with documentary proofs.	Azamabad Industrial Area is not within the purview of TSIIC. However, one (Plot 21/1 measuring 2875.40Sqm) was taken over by the Corporation as per the instructions of the Government (I&C Department) and as per the advice of the Commissioner of Industries, it was allotted to M/s Praja Shakti Sahitee Samstha, vide Lr.no.ZM/MLI/ Azamabad/ 21/1/2004/334, dated 29/11/2004 of Principal Secretary to Government for running " Telugu Daily Newspaper ".
2.	Total extent of land allocated in Azamabad Industrial Area in Musheerabad Assembly Constituency at the time of establishment of Azamabad Industrial Area with documentary proofs.	
3.	What is the main object of allocating land to the beneficiaries at the time of establishment of Azamabad Industrial Area.	
4.	List of beneficiaries of land, extent wise allocated at the time of establishment of Azamabad Industrial Area in Musheerabad Assembly Constituency to till date along with their lease periods along with documentary proofs.	
5.	List of business or industrial activities to be carried out in the lease extent of land i.e., Azamabad Industrial Area with proof.	
6.	Whether the leased persons are carrying on their business as prescribed by the Azamabad Industrial Area or whether they are carrying any other businesses/ Activities in the industrial area? Whether the beneficiaries have given any sub lease to third parties?	
7.	Whether the leased persons have any right to give sub lease to third parties?	
8.	What is the rate of lease fixed to the beneficiaries at the time of allocation of Azamabad Industrial Area and what is the present rate of lease fixed to the beneficiaries?	

Regd. Office: "Parisrama Bhavanam", 6th Floor, 5-9-58/B, Fateh Maidan Road, P.O.Bag No.5, Hyderabad - 500 004. (India)
Phone : 23237622, Fax No.040-23240205, E-mail : TSIIC@hd1.vsnl.net.in



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Telangana State Industrial Infrastructure
Corporation Ltd,
(A Govt. of Telangana State Undertaking)

9.	Whether the beneficiaries are paying the prescribed lease amounts/rents regularly, If not furnish the name of the defaulters along with amounts due, from the date of establishment to till date.
10.	Whether there is any monitoring cell/ Wing to supervise the activities / businesses which are carried by the beneficiaries in the industrial area?
11.	Extent of land now remained under Azamabad Industrial Area in Musheerabad Assembly Constituency.
12.	What is the extent of land grabbed and who are the land grabbers? What is the action taken against them till date along with documentary proof?
13.	Any new beneficiaries after formation of Telangana State? If so furnish the name of the beneficiaries along with their addresses and what Business/Activities? Please furnish documentary proof?

Yours faithfully,

[Signature] 20/04/2016
GENERAL MANAGER, & SPIO
GENERAL M.
PUBLIC INFORMATION OFFICER
T.S. I.C. LTD. HEAD Q.
BASHEERABAD, HYDERABAD-500 004.

17



The Azamabad Industrial Area (Termination and Regulation of Leases) Act,
2000

Act 1 of 2000

Keyword(s):
Public Interest; Termination of Lease

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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:-

[1]

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 sub-section (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

3. 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:-

Substitution of new sections for sections 3 and 4.

Central Act 9 of 1872.

Central Act 4 of 1882.

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:-

(i) misusing of land for a purpose other than the purpose for which land was 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.

(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.

(4) Upon the termination of the leases or other arrangement in respect of the plot under sub-section (1) the rights 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.

Application 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

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

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

Amendment 7. In section 21 of the principal Act, of in sub-section (2), for clause (e), the section 21. 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 KAO,
Secretary to Government,
Legislative Affairs & Justice (I/c),
Law Department.

(24)

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STATEMENT OF OBJECTS AND REASONS

The Azamabad Industrial Area (Termination and Regulation of Leases) Act, 1992 (A.P. Act 15 of 1992) was enacted with the main object in the Public Interest to terminate by law, all existing leases or other arrangements made or entered into in respect of all demised plots or portions thereon in Industrial Area, Azamabad, Hyderabad, to curb misuse or unauthorised use of Government Land and to grant leases afresh on uniform terms and conditions. A series of Writ Petitions were filed before the Hon'ble High Court of Andhra Pradesh, challenging the validity of the said Act and the Hon'ble High Court of A.P. in W.P.No. 12186/94 and batch upheld the validity of the said Act in their Judgement dt. 12th August, 1994. Aggrieved by the said judgement of the Hon'ble High Court of Andhra Pradesh, some of the industrial occupants of the said Industrial area have filed Special Leave Petitions before the Supreme Court and the same is pending. While the matters stood thus, Government considered that it is necessary to make a special provision in the said Act, for revision of rent, giving fresh lease-hold rights and termination of the existing leases by following due procedure of show cause notice etc., in the Act. Accordingly, it has been decided to amend the said Act, suitably.

This Bill seeks to give effect to the above decision.

N. CHANDRABABU NAIIDU,
Chief Minister.

(25)

Andhra High Court

D.S. Krishna vs Digvijay Industries on 1 April, 1997

Equivalent citations: 1997 (3) ALT 756

Author: P V Reddi

Bench: P V Reddi

ORDER P. Venkatarama Reddi, J.

1. This Revision Petition is filed under Section 22 of the A.P. Buildings (Lease, Rent and Eviction) Control Act by the tenant. The order of the appellate Court (Chief Judge, City Small Causes Court, Hyderabad) passed in R.A. No. 485 of 1988, which was the appeal preferred by the landlord, is under challenge. By the impugned order, the Chief Judge, Small Causes Court allowed the appeal filed by the landlord-respondent and ordered eviction of the petitioner from the premises bearing Municipal No. 1-8-583, situated in Azamabad Industrial Area.
2. The dispute is in respect of a factory shed with a hall measuring 50' x 40' and an attached room together with contiguous open space of 50' x 20', of which the petitioner obtained lease from the respondent on 1-10-1964. The eviction petition was filed on the grounds of wilful default in the payment of rent and the denial of jural relationship of landlord and tenant without bona fides. The stipulated rent for the premises is Rs. 650/- per month. It is common ground that the rent was not paid from March, 1976 onwards. The case of the tenant is that the rent need not be paid to the original landlord in view of the subsequent event of the paramount title-holder, namely the State Government, resuming the land and allotting the same on lease to the petitioner's industry. Earlier, two eviction petitions were filed in the years 1974 and 1975 on the grounds of wilful default and bona fide requirement. These petitions were dismissed for default. The rent due upto February, 1976 was subsequently paid.
3. In order to appreciate the controversy, it is necessary to have a back ground of the relevant events. M/s. Shivachand Mohanlal and Company was assigned by the Government of Hyderabad a plot of land measuring Ac. 1-22 guntas (6301.68 square metres) in the industrial area of Azamabad in the year 1952. The said firm constructed a building (factory shed) and leased it out to M/s Digvijay Industries, which is the respondent herein, with permission to sub-lease. M/s. Digvijay Industries in its turn leased out a portion of the premises to the petitioner with effect from 1-10-1964 on a monthly rent of Rs. 300/-. The details of the premises leased out to the petitioner have already been noticed. On 28-10-1964, the Government of Andhra Pradesh accorded

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sanction for the assignment of lease-hold interest of M/s. Shivchand Mohanlal and Company in favour of Digvijay Industries. On 5-1-1965, M/s. Shivchand Mohanlal and Company assigned the lease-hold rights and sold the building constructed by them to Digvijay Industries. On 10-2-1966, there was tripartite agreement between the State Government, Shivchand Mohanlal and Co. and Digvijay Industries. It was specifically mentioned therein that Shivchand Mohanlal and Co. erected a factory building on the land. By this Agreement, the State Government granted 99 years lease of the plot in question together with buildings thereon commencing from 23-10-1951 in favour of Digvijay Industries on an yearly rent of Rs. 30/-. Thereafter, a second rental agreement was executed between the petitioner and Digvijay Industries. The rent was stipulated at Rs. 550/- per month upto 1-10-1969 and Rs. 600/- thereafter. In that rental Agreement, it was specifically mentioned that the lessors are the owners of the factory building and the compound bearing Municipality No. 1-8-1583. In the year 1972 the rent was enhanced from Rs. 600/- to Rs. 650/- per month. As already stated, the eviction petitions filed in the years 1974 and 1975 against the petitioner-tenant were dismissed for default. In the year 1976 certain crucial events which formed the sheet-anchor of this litigation occurred. Pursuant to the representation made by the petitioner-tenant, the Government determined the lease by an order dated 28-4-1976 on the ground that the lessee (the respondent herein) made a breach of covenants by not starting the industry and by sub-leasing the premises to the petitioner. The Deputy Director of Industries was directed to take possession of the entire plot with structures and on the same day, the State Government passed G.O.Ms. No. 464 (Ex.R-3) assigning 2,903 Sq. yards to M/s. Rajasri Paper Industries of which the petitioner is the proprietor and an extent of 2,335 Sq. Yards to M/s Shanti Soap Works in which also the petitioner has interest. The lease included the structures thereon. The lease amount was fixed at Rs. 7,500/- per acre and the rent at 3 paise per square yard. A formal lease deed was also executed on 8-12-1976. The respondent Digvijay Industries filed O.S. No. 397 of 1976 in City Civil Court, Hyderabad seeking a declaration that the lease granted in its favour was still subsisting and enforceable and for a perpetual injunction restraining the defendants from interfering with the possession of the plaintiff. The legality of G.Os. 463 and 464 was challenged in the suit, to which the petitioner was also a party. During the pendency of the suit, the Government was restrained from assigning the land in favour of anybody else except Rajashree Paper Industries and Shanti Soap Works to the extent they are in possession as lessees of the plaintiff. As a consequence of this order, an assignment deed

was executed by the Government in favour of the petitioner in respect of 545 Sq. Yards (of which the petitioner has been in actual possession) on a yearly rent of Rs. 200/-. Against the said order passed in I.A., C.M.A. No. 4/78 was filed. It was partly allowed permitting the Government to collect the rents agreed to be paid to the plaintiff from January, 1979 onwards from the petitioner and M/s Shanti Soap Works and to deposit the same into Court. In the CRP filed by the Government, the High Court by the judgment dated 26-2-1980 modified the order in CMA and the sublessees were directed to start depositing the rent in the trial Court from the day they have not paid the rent to the Government. This direction was not complied with by the petitioner. On 13-9-1983, the eviction petition out of which the present CRP arises was filed. While the eviction petition was pending, O.S. No. 397 of 1976 filed by the respondent was decreed on 28-2-1986. The G.O. by which the lease was determined was declared void. It was held that by sub-leasing the demised premises, the respondent did not commit any breach of the covenants in the lease. It was further held that there was no valid determination of lease. It was also found that the possession was not taken over from the plaintiff in pursuance of the G.O. The appeals against the said judgments were dismissed. In the appeal, it was observed that the petitioner and another continued to be the tenants of the respondent. The second appeal was also dismissed by this Court in year 1995. In the meanwhile, the State Legislature passed the Azamabad Industrial Area (Termination and Regulation of Lease) Act, 1992. The Act was upheld by the High Court.

4. The respondent is also one of the persons who challenged the validity of the Act before the High Court. On appeal to the Supreme Court, the Supreme Court recorded the statement of the Counsel for the State of Andhra Pradesh that pursuant to the impugned judgment, the Government will not take any action for cancellation of lease. This completes the narration of factual background.

5. The appellate Court in its impugned judgment observed that the judgment in suit as confirmed in appeal is binding on the parties to the eviction petition, that in the face of the findings of the Civil Court in the suit and in the appeal, the Rent Controller was not justified in holding that there was valid tenancy between the petitioner and the State Government. The learned appellate Judge further observed that the petitioner went against the interest of landlord even in the absence of any threat of eviction or the like from the paramount title holder i.e., the State Government. It was further held without much of discussion that the respondent is the owner of the structures. It was therefore concluded that non-payment of rent to the landlord from 1-4-1976 till 31-8-1983

constitutes wilful default and moreover the denial of jural relationship of landlord and tenant by the petitioner was not bona fide, having regard to the facts and circumstances of the case. So holding, the appeal was allowed.

6. The learned Counsel for the petitioner Mr. C. Poornaiah contended that the petitioner became a direct lessee of the Government after the lease was granted in favour of his firms in the year 1976 resulting in the attornment of tenancy to the paramount titleholder, namely the State Government. It cannot therefore be said that there was wilful default. For the same reason, the denial of title of the landlord or the jural relationship of landlord and tenant cannot but be considered to be bona fide, notwithstanding the fact that the respondent succeeded in the suit subsequently. The learned Counsel further contended that in view of Section 32 of the A.P. Buildings (Lease, Rent and Eviction) Control Act exempting the buildings belonging to the Government from the purview of the Act, the eviction petition under the said Act is not maintainable and the Rent Control Courts have acted without jurisdiction. He invited my attention to the alleged admissions of P.W. 1 to reinforce this part of the argument. It was further contended that the defaults, if any, subsequent to the filing of eviction petition cannot be taken into account while dealing with the eviction petition on the grounds mentioned in Section 10 of the Act. He invited my attention to the conflicting decisions of this Court on this particular aspect.

7. The learned Senior Counsel for the respondent Mr. E. Manohar contended that the rent was not paid right from 1-3-1976 even before the G.O. terminating the respondent's lease was issued; that the default continued during the pendency of the suit despite the orders passed by this Court in the CRP and also during the pendency of eviction petition and the appeal thereon. It is submitted that even subsequent defaults can be taken into account. The learned Counsel commented that the default cannot but be said to be wilful. In any case, it is submitted by the learned Counsel that the denial of title of the landlord is wholly unjustified. It is pointed out that the lack of bona fides on the part of the petitioner is exposed by the fact that the petitioner himself approached the Government and got the lease in favour of the respondent cancelled on untenable grounds. It is further pointed out that the unjustified denial of jural relationship persisted throughout the pendency of eviction proceedings and even till date. While replying to the argument based on Section 32 of the Act, it is submitted that the respondent being the owner of the factory building, that argument is not available to the petitioner. He referred to the terms of the lease deed (Ex.P-1) in this connection.

8. First, I will take up the question whether there was wilful default on the part of the petitioner in paying the rents. The default starts from March, 1976. There is an obvious and inadvertent mistake in paragraph 4 of the impugned judgment of the appellate Court in noting that the petitioner paid rents to the landlord till the end of March, 1976. In the eviction petition, it is categorically stated that the rents are due from the tenant from 1-3-1976 onwards and the arrears are quantified at Rs. 58,500/- upto August, 1983. This fact is not denied in the counter. Moreover, P.W. 1 reiterated in his chief-examination that the tenant has to pay the rent from March, 1976. This part of the statement was not challenged in the cross-examination. The petitioner-tenant who was examined as R.W. 1 in fact admitted that he did not pay the rent for March, 1976 because the deposit was with the respondent and the lease was cancelled. It is pertinent to note that the lease in favour of the respondent was cancelled on 28-4-1976 i.e., almost at the end of April, 1976. In the normal course, the communication of cancellation of lease would have taken a few days. Thus, till the date of communication of the orders cancelling the lease, the petitioner was due to pay the rent for the months of March and April, 1976. Even if the dates of G.Os. issued by the Government are taken into account, the rent was payable for atleast 28 days in April. The 'Rental Agreement' dated 10-2-1967 (Ex.P-2) stipulates the payment of rent before 5th of every month. In fact, it was suggested to R.W. 1 (petitioner herein) that the cheques for the rent were being sent on or before 5th of every month, he did not deny that suggestion. There is absolutely no explanation as to why the petitioner refrained from paying the rents pertaining to the months of March and April, 1976, during which period the determination of lease did not take effect. The only endeavour made to justify this default, that too in the cross-examination of RW-1 is that the deposit was with the landlord. Though no details of such deposit are given by RW-1, we get it from the Rental Agreement (Ex.P-2) that Rs. 1,100/- representing three months rent was deposited with the landlord. The rent was increased to Rs. 600/- from 1-10-1969, as already noted. The deposit lying with the landlord thus falls short of two months' rent. However, even taking the liberal view in favour of the petitioner, the adjustment of deposit could not have been thought of atleast for the month of March, 1976. On the due date on which the rent was payable or within the grace period stipulated in Section 10 (2)(i) of the Act, the order cancelling the lease in favour of the respondent was stillborn. The petitioner would not have taken it for granted that the lease will be cancelled. Hence, the non-payment of rent for the month of March, 1976 reveals an attitude of deliberate reluctance on the part of the petitioner, attracting the wilful default clause.

9. Considering all these factors, the inevitable inference that should be drawn is that the failure to pay the rent for the months of March and April, 1976 or atleast for the month of March, 1976 is a clear instance of wilful default within the meaning of the proviso to Section 10(2) of the Act. It could be said with much force that after the cancellation of the lease by the Government holding paramount title and the allotment of the same premises to the petitioner, the petitioner may be quite justified in not paying the rent to the respondent. There is scope for entertaining a bona fide impression that the legal obligation to pay the rent to the respondent-landlord ceased in view of the determination of lease by the Government under Ex.P-2. However, I do not express a final view on this aspect.

10. The next stage of default arises after the respondent's suit against the State Government was decreed and the two Government Orders cancelling the lease and allotting the same premises to the petitioner's firm were held to be invalid. The suit was decreed on 28-2-1986. The petitioner was admittedly a party to the suit. The appeals filed by the petitioner as well as the State Government were dismissed on 23-3-1987. Even then the petitioner did not come forward to pay or deposit the rents. Even after the disposal of the second appeal filed by the petitioner and the judgment of the trial Court acquired finality, the petitioner did not pay the rents. It may be mentioned that even during the pendency of the suit, the petitioner failed to deposit the rent in the Court as per the direction in C.R.P. No. 2422 of 1979 (Ex.P-6).

11. In any case, it is difficult for the petitioner to contend that the nonpayment of rents after the disposal of the suit in favour of the respondent and atleast after the disposal of the appeal was not wilful. But I am not inclined to put this default falling within the third stage mentioned above against the petitioner for the simple reason that there are conflicting decisions of this Court on the question whether defaults subsequent to the filing of the eviction petition could be taken into account. Suffice it to hold that there was wilful default in payment of rents for the months of March/April, 1976, as discussed supra.

12. The next aspect which has to be considered is whether the denial of title of the respondent and the consequent denial of jural relationship of landlord and tenant is bona fide. Throughout, the petitioner denied the title of the respondent to the demised premises and even set up the title in himself, as is quite clear from the averments in the counter and the deposition of R.W. 1. Even in the memorandum of this Revision Petition, the petitioner made on secret of his denial when he said:-

"This respondent thus denies title of the petitioner and he is advised that in law the petitioner cannot claim to be a land lord of the respondent."

It is however contended that the denial of title is bona fide.

13. At the outset, it may be mentioned that in the rental agreement dated 10-2-1967 executed between the petitioner and the respondent, it is acknowledged that the respondent is the owner of the factory building and compound bearing Municipal No. 1-8-583, Azamabad Industrial Area. It is the case of the petitioner that after the lease in favour of the respondent was determined by the Government and a lease was granted in favour of the petitioner, the jural relationship of landlord and tenant between the petitioner and the respondent ceased. The petitioner became a direct lessee of the Government from 28-4-1976 onwards i.e., the date on which the orders were issued by the Government and the rents were being paid to the Government thereafter. It is the contention of the learned Counsel for the petitioner that the denial of title of the petitioner is the logical result of admission of title of the paramount title-holder, namely, the Government and in such a situation, the denial of title or tenancy between the petitioner and the respondent is nothing but bona fide.

14. On the other hand, it is pointed out by the learned Counsel for the respondent that the petitioner having acknowledged the ownership of the respondent and taken the building on lease acted in derogation of interest of the respondent land-lord by approaching the Government to cancel the lease and to allot the premises to him. It is further submitted that in the absence of any threat of eviction by the Government against the sub-lessee (petitioner), the petitioner ought not to have, chosen the course of becoming a direct tenant to the Government. The so-called attornment of tenancy to the Government by the voluntary act of petitioner himself is not bona fide. Moreover it is submitted that the Civil Court's finding in the suit and the appeal that the petitioner continued to be the tenant of the respondent is binding on him. It is not open to him to repudiate the respondent's title even after the judgment of the Civil Court.

15. I find force in the argument of the learned Counsel for the respondent. Here there is absolutely no justification for the petitioner to persist in the denial of the respondent lessor's title even after the suit filed by the respondent was decreed in favour of the respondent, the petitioner was also a party thereto. The findings in the suit and in the appeal, which were not disturbed by this Court in the Second Appeal were certain and binding on the petitioner in the rent control proceedings as well, as held in the decisio

reported in *Ghouse v. Dr. L. Bhaskar Reddy*, . The finding therein would also operate as res-judicata as observed by the Division Bench of the Orissa High Court in *Ramchandra Mohapatra v. Santhinath Choudhury*, AIR 1977 Orissa 57. Even after the petitioner lost the final battle in the High Court, he (sic, has not) changed his stand and he continues to deny the title of the respondent even till to-day.

16. During the pendency of the litigation in the Civil Courts, perhaps, the petitioner might be justified in conducting himself as a direct tenant of the paramount title-holder. When once that litigation ended, there was no apparent reason why the petitioner should still deny the title of lessor and insist on his right to be in the possession of the premises in his own right as a lessee of the Government. The petitioner is estopped from taking the stand that the respondent ceased to be the lessor.

17. The learned Counsel for the respondent relied on a decision of the Supreme Court in *D. Satyanarayana v. P. Jagadish*, AIR 1987 SC 2192. It was held that the rule against the denial of title of landlord does not apply to a case where the tenant is under threat of eviction by the person claiming paramount title. There is absolutely no such situation obtaining in the present case. There was no threat of eviction of the petitioner by the paramount title-holder. It was at the instance of the petitioner that the lease was terminated by the Government and granted in favour of the respondent. (sic, petitioner) This is again a clear pointer that the petitioner was throughout acting contrary to the interests of his lessor, namely, the respondent herein and the continued denial of title even after the disposal of the suit and the appeal betrays lack of bona fides.

18. Now I shall take up for consideration the most important question as regards the applicability of A.P. Buildings (Lease, Rent & Eviction) Control Act, 1960. Section 32 (a) of the said Act lays down that "the provisions of this Act shall not apply to any building owned by the Government." If this exclusionary clause applies, the entire proceedings before the Rent Control and Appellate Courts will be without jurisdiction and the decisions rendered by the authorities constituted under the said Act will be null and void. The appropriate remedy for the petitioner would then be to institute a civil suit.

19. As per the definition in Section 2 (iii) of the Act in so far as it is relevant, 'building' means any house or part of house let for residential or non- residential purpose and includes the garden, grounds, garage and outhouse, if any, appurtenant to such house. The question is whether the building in respect of which proceedings for eviction were initiated by the respondent against the petitioner herein is owned by the Government. It

is not in dispute that the plot of land of which the demised premises is a part exclusively belongs to the State Government. It is equally not in dispute that the structures including factory shed were raised thereon by the original lessee M/s. Shivchand Rai Mohanlal and Company. The learned appellate Judge after briefly referring to this controversy at paragraph 17, merely observed as follows:-

"In view of the dual ownership viz., that the land belongs to the Government and the super structures to the landlord, I am of the opinion that there is no merit in the contention on behalf of the respondent that with the withdrawal of M/s. Shivchand Rai Mohanlal & Company, the buildings in the demised premises became the property of the Government and therefore under Section 32 of the A.P. Rent Control Act, the learned Rent Controller has no jurisdiction to entertain the eviction petition".

20. In order to appreciate the controversy, it is necessary to refer to the tripartite indenture of lease (Ex.R-1) made on 10-2-1966 by and between the Government of A.P. (referred as lessor), the respondent herein (referred to as lessee) and M/s. Shivchand Rai Mohanlal & Co. (referred to as intending lessee). The important recitals and salient terms of the Deed are as follows:-

- (1) The lessor is the sole owner of the piece of land bearing Plot No. 14/4 of the Industrial Area at Azamabad, Hyderabad.
- (2) The lessor has now agreed with the lessee to grant a lease of the said piece of land for a period of 99 years for the purpose of erecting thereon a factory for the manufacture of textiles and other articles or things connected therewith.
- (3) Possession of the said piece of land was given by the lessor to the intending lessee and the intending lessee had given possession to the lessee who has been in occupation thereof from 5-1-1965.
- (4) The intending lessee had erected the factory and other buildings on the said piece of land in accordance with the plans approved by the Industries Department.

21. The operative part of the lease deed, which is crucial reads as follows:-

"NOW THIS INDENTURE WITNESSETH that in pursuance of the said agreement and in consideration of a sum of O.S. Rs. 9,150/- paid by the Intending Lessee to the Lessor on 23-10-1951 as a premium (the receipt whereof is hereby acknowledged) and in consideration of the rents and covenants hereafter reserved and of the covenants and agreements on the part of the Lessee hereinafter contained the Lessor doth hereby

demise unto the Lessee-All that piece of parcel of land situated at Azamabad. Hyderabad and more particularly described in the schedule hereunder written TOGETHER with the buildings and erections erected and built thereon. And ALL rights, easements and appurtenances belonging to the said premises to HOLD the said premises unto the Lessee for the term of 99 years commencing from 23-10-1951 corresponding to the lessee hereafter yielding and paying for the said Plot No. 14/4 during the said term the yearly rent Rs. 30/- clear of all deductions on the first day of every year AND ALSO....."

The terms of the lease are as follows:-

- (a) The lessee will pay all taxes, charges and outgoings in respect of the said Plot No. 14/4 and the buildings for the time being standing thereon.
- (b) The lessee will not add to or alter the said buildings either externally or internally without consulting the lessor.
- (c) Before commencement of any such additions or alterations, the plan shall be approved by the lessor and the lessee shall bound by any directions that may be given by the Lessor's Engineer.
- (d) During the term of the lease, the lessee shall keep the premises and building and the walls, pavements, drains and fences in good and substantial repair to the satisfaction of the lessor or its Engineer.
- (e) The lessee will permit the lessor or its Officers and employees to enter into the demised premises and the building in order to view the condition thereof and the defects for want of repairs subject to giving 24 hours prior notice and the lessee will repair and make good all such defects.
- (f) The lessee will keep the buildings already erected or which may be erected on the said land insured in the joint names of the lessor and the lessee.
- (g) If during the term of lease the building or any part thereof are destroyed or damaged whether by fire or otherwise, the lessee will reinstate the same under the direction and subject to the approval of the lessor who shall continue to pay the rent notwithstanding such destruction or damage.
- (h) On the expiration or sooner determination of the lease, the lessee shall deliver to the lessor the demised premises with all buildings and erections which shall have been built thereon during the term of the lease subject to the proviso hereinafter referred to with regard to the removal of the buildings standing on the demised land.

(i) The lessee will start the industry for which the premises has been leased within six months from the execution of the lease deed and if there is any default on the part of the lessee, it will entitle the lessor to determine the lease and re-enter upon the land and take possession of the buildings "hereby demised".

(j) The lessee shall be at liberty during the last three months of the term granted to remove at his own expense the buildings erected by him upon the demised premises and hand over the premises after clearing and levelling the ground.

(k) The lessee shall not assign the demised premises without the consent in writing of the lessor.

22. The schedule refers to piece of land of Ac. 1.22 (6301.68 sq. mts) bearing Plot No. 14/4 in the Industrial Area, Azamabad. The boundaries are given.

23. In my view, a perusal of the document Ex.R-1 as a whole would indicate in unmistakable terms that the signatories to the document recognised the ownership of the State Government not only in respect of the open plot of land but also the factory building standing thereon. Though the said building was constructed at the cost of the original lessee (M/s. Shivchand Rai Mohanlal & Co.), who got the lease of the plot of land as long back as in 1952, it is not necessary to examine in detail the legal incidents arising out of the constructions made by the lessee on the demised land with the permission of the lessor. It may be that the building does not automatically become an accretion to the land as the principle expressed in the maxim 'quic quid plantatur solo, solo credit' followed in English Law has no application to India, vide Dr. K.A. Dhairyan v. J.R. Thakur. But there is nothing in law which disables the parties from coming to an understanding or agreement that on the determination of the lease, the lessor should take over the constructions put up by the erstwhile lessee in this case. M/s. Shivchand Rai Mohanlal & Co. Shivchand Rai & Co., was anxious to make way to Digvijay Industries (respondent herein) whom the former already inducted into possession as sublessee and therefore approached the State Government for the transfer of leasehold interest for a consideration it received from the respondent-firm. It was keen on going out of the picture after ensuring transformation of lease-hold rights in favour of the respondent which was already in possession as sublessee. For the purpose of persuading or convincing the Government to enter into an agreement with the respondent-firm, Shivchand Rai Mohanlal & Co., was not interested in asserting its ownership over the structures constructed by them. The willingness of Shivchand Rai Mohanlal & Co., to

abandon its rights and to surrender to the Government whatever rights it had over the factory building so as to induce the Government to give the property on long lease to its own nominee - the respondent is amply demonstrated by the terms and tenor of the tripartite indenture of lease dated 10-2-1966 (Ex.R-1). Otherwise, several terms of the lease deed (Ex.R-1) which is only consistent with the ownership of the building (apart from the open land) resting with the Government (lessor) would become inexplicable. It is in this background one has to view the recitals and terms of, Ex.R-1.

24. The operative portion of the 'indenture' which is naturally the most important part makes it crystal clear that what was demised in favour of the lessee was not only piece of land bearing Plot No. 14/4 (which is more particularly described in the schedule) but also the buildings and erections erected and built thereon. The words "together with" are most important. As already noticed a little earlier, in the recital portion of Ex.R-1, it is specifically mentioned that the intending lessee (M/s. Shivchand Rai Mohanlal & Co.) erected the factory buildings as per the plans approved by the Government. Having said so, the lessor (Government) proceeded to grant the schedule mentioned open land together with the buildings thereon on a long lease in favour of the respondent. It is commented that the schedule to the lease deed does not make reference to the buildings, but, it only mentions the plot of land of Ac.1-22 guntas. But, the reason is self-evident. It is made clear in the operative portion of the indenture itself that the description of the parcel of land demised is set out more fully in the schedule. That is why the schedule was prepared at the end of the Deed. The schedule therefore does not go contrary to the description of the demised property as found in the operative part of the Deed. Even if any such inconsistency is to be assumed, the amplitude of the lease-hold right conferred by Ex.R-1 in favour of the respondent cannot be allowed to be cut down by what is contained in a later portion of the document, having regard to the following principle of construction of a document of grant:

"If and when the parties have first expressed themselves in one way and then go on saying something which is irreconcilable with what has gone before, the Courts have evolved the principle, on the theory that what one had been granted cannot next be taken away, that the clear disposition by an earlier clause will not be allowed to be cut down by a later clause".

Vide Md. Kamgarh Shah v. Jagdish Chandra AIR 1950 SCC 953 Para 13.

25. That apart, the various clauses in the deed referred to supra reinforce the idea that the Government proceeded on the basis that it was having absolute rights over the building already in existence. Particular reference may be made to the clause which requires the lessee to deliver to the lessor the demised premises together with all buildings and erections which might have been built thereon during the currency of the lease. Demised Premises, as already noted, consists of building constructed thereon. The learned Counsel for the respondent has relied on the clause which gives liberty to the lessee during the last three months of the term granted to remove at his own expense the building erected by him upon the demised premises subject to the condition that the ground is cleared, levelled and restored to a good condition to the satisfaction of the lessor. This clause, far from coming to the aid of the lessee (respondent herein) goes against his contention. First of all, the said clause relates to the buildings that may be constructed by the lessee in future. It is only in respect of any such building the lessee is given the right to dismantle at his expense, clear the debris and restore the ground to the lessor.

26. The learned Counsel for the respondent pointed out that the right of ownership which M/s. Shivchand Rai Mohanlal & Co., was having over the factory building was already conveyed to the respondent-firm by means of a registered sale deed dated 5-1-1965 (filed as additional evidence before the Appellate Court) and therefore the indenture dated 10-2-1966 (Ex.R-1) should be confined only to the open land on which the building was erected. It is difficult to agree with this contention. It may be that M/s. Shivchand Rai Mohanlal & Co., while purporting to sell the building to the respondent apart from transferring the leasehold interest described itself as the owner of the super structures constructed on the land. Obviously, this was a transaction that was entered into without the knowledge of the Government. Having approached the Government for the transfer and having signed the proforma tripartite agreement by the date of the purported sale (as evident from the recitals in the sale deed itself), it is understandable how the original lessee could put forward its rights of ownership over the superstructures. The so un called sale deed dated 5-1-1965 could only operate legitimately as relinquishment of the lease-hold interest or the occupancy rights which 'the Vendor' M/s Shivchand Rai & Co., had over the property in question. It is significant to note that nothing was mentioned about this sale in the tripartite indenture dated 10-2-1966 (Ex.R-1) for the obvious reason that the original lessee did not want to set up a title in himself as regards the structures constructed on the demised land and thereby take

the risk of meeting an unfavourable response from the Government. Nowhere it was recited in Ex.R-1 that the original lessee became or continued to be the owner of the building. Whatever proprietary rights M/s. Shivchand Rai Mohanlal & Co., had over the factory buildings were abandoned and given up in favour of the Government so that the Government could be persuaded to agree for the grant of a fresh long-term lease in favour of a party of its choice. Otherwise, the entire tenor and sweep of Ex.R-1 cannot be logically and rationally explained. Ex.R-1, as already noticed, rests on the firm basis that the ownership of the plot of land as well as the structures erected by the original lessee remained with the Government and the Government proceeded to grant the lease to the respondent on that underlying basis. The respondent and the original lessee, indisputably bound by the contents, recitals and terms of Ex.R-1 cannot now turn round and say that the Government cannot be treated as an owner of the buildings. Then, it would be meaningless to speak of lease by the Government not only of the plot of land but also the buildings thereon to which reference has been specifically made in the lease deed. Various other provisions in the lease deed reserving the right of the Government to deal with the buildings as its own would equally become meaningless. Thus, Ex.R-1, in my view, strikes at the root of the respondent's contention that the ownership of the building although remained with the original lessee who constructed it and the Government never became the owner thereof.

27. In this context, it is relevant to refer to the deposition of P.W. 1 who is the Managing Partner of the respondent firm. He reiterated and affirmed what is contained in the lease deed "It is true that the lease in favour of the petitioner is for the plot of land with existing structures and the structures to be constructed by the lessee at the cost of lessee."

28. Relevant to the discussion on hand are the observations of the Supreme Court in Dr. K.A. Dhairyan's case (4 supra) at paragraph-7:

"Under Section 108 of the Transfer of Property Act, there was nothing to prevent the lessees contracting to hand over any building or structure erected on the land by them to the lessors without receiving any compensation. In other words, although under Section 108, the lessees had the right to remove the building, by the contract they had agreed to hand over the same to the lessors without the right to receive compensation at the end of the lease, the matter being entirely one of contract between the parties. Such a contract, however did not transfer the ownership in the building to the lessors while the lease subsisted."

29. The situation obtaining here is very much akin to what was observed by their lordships of the Supreme Court. The original lessee, who wanted to put an end to his own tenancy and induct a third party of his choice as a lessee took the initiative to approach the lessor (State Government) and made it agree for a fresh grant of lease of the land as well as buildings in favour of that third party i.e., the respondent. True, there is no formal deed or express declaration that the said lessee was surrendering or relinquishing proprietary rights if any over the building constructed by it. But, the background and events aforementioned together with its act in joining the execution of the fresh lease deed (Ex.R-1) by the Government leads to the irresistible inference that the original lessee had so given up its rights.

30. It is also necessary to advert to one more fact which has bearing on the point under discussion. The original lease deed or the Agreement entered into in 1952 between M/s. Shivchand Rai Mohanlal & Co. and the then Industrial Trust Fund of the Government of Hyderabad has not been produced by the petitioner in the eviction case (respondent herein) for reasons best known to himself. That background document would have thrown sufficient light on the rights and obligations of the original lessee vis-a-vis the buildings constructed thereon. An adverse inference has to be drawn for the non-production of this relevant document.

31. The learned senior Counsel for the respondent Mr. Manohar relied on the following condition incorporated in G.O. Rt. No. 464, dated 28-4-1976 (Ex.R-3) whereunder the lease was granted in favour of the petitioner-industry after determining the lease granted in favour of the respondent. The condition reads as follows:-

"They should also indemnify the Government against compensation if any, that may become payable to M/s. Digvijay Industries towards the costs of the structure on the said plot as per the valuation of the Public Works Department in the event of it being ordered by the Court and if the Government decide to make payment at any time in future."

I do not think that this stipulation in the G.O. comes to the aid of the respondent. Evidently this is a condition inserted by way of abundant caution and it would not operate in derogation of the rights and obligations spelt out in the indenture of lease dated 10-2-1966 (Ex.R-1).

32. The learned Senior Counsel for the Respondent Mr. E. Manohar placed strong reliance on the decisions of the Supreme Court in *Swadesh Ranjan Sinha v. Haradeb Banerjee*, and *Dadan Bai v. Arjun Das*, in support of his argument that the factory

building is owned by the respondent, but not by the Government. In Swadesh Ranjan Sinha's case the Supreme Court interpreted the expression 'owner' occurring in Clause (ff) of Section 13 (1) of W.B. Premises Tenancy Act. Section 13 (1) provides for eviction of the tenant if the premises is required by the landlord for his own occupation 'if he is the owner' and the landlord is not in possession of any reasonably suitable accommodation. The question arose whether the plaintiff is the owner of the suit premises for the purpose of instituting a suit for eviction in terms of the Act. The flat was allotted to the plaintiff by a Housing Co-operative Society. This was one of the flats held by the Society under a 99 year lease granted by the Calcutta Metropolitan Development Authority. The Society in turn allotted the flats to the members including the plaintiff by a sub-lease for a term of 99 years. The plaintiff/appellant subsequently let it out to the respondent on agreed rent. Since the respondent did not vacate the premises despite notice, the suit was filed. The trial Court found that the premises was reasonably required by the appellant and therefore ordered eviction. The first appellate Court held that as the plaintiff was only a lessee under 99 year lease granted by the Society which itself held the premises on a 99 year lease from the Metropolitan Development Authority, the plaintiff was not 'owner' within the meaning of Section 13 (1) (ff) of the Act and was therefore barred from seeking eviction. This view was affirmed by the High Court. The Supreme Court reversed the decision of the High Court holding that the appellant is the owner for the purpose of Clause (ff) of Section 13(1). The Supreme Court observed that the expression 'ownership' does not necessarily connote an absolute title over the property. It was pointed out that there are various rights or incidents of ownership all of which need not necessarily be present in every case. They may include "a right to possess, use and enjoy the thing owned". It was then observed "all that a plaintiff needs to prove is that he has a better title than the defendant. He has no burden to show that he has the best of all possible titles. His ownership is good against all the world except the true owner.....The question however is whether he has a superior right or interest vis-a-vis the person challenging it." Then, their lordships referred to the terms of allotment according to which the appellant had a right to possess the premises for a period of 99 years as a heritable and transferable property and observed:

"Although he is a lessee in relation to the Society, and his rights and interests are subject to the terms and conditions of allotment, he is the owner of the property having a superior right in relation to the defendant. As far as the defendant is concerned, the

plaintiff is his landlord and the owner of the premises for all purposes dealt with under the provisions of the Act."

33. I do not think that the said observations or dicta laid down by the Supreme Court can be pressed into service by the petitioner. The question whether the landlord is the owner of the building arose in the context of the issue whether he was entitled to file a petition for eviction of the tenant on the ground that he required the premises for personal occupation. The question whether the landlord should be regarded as owner vis-a-vis tenant was considered in that setting and context. It is clear from what their lordships have observed that as far as the defendant is concerned, the plaintiff is the landlord and could be regarded as the owner of the premises. The question was approached from the angle whether the landlord who filed the eviction petition has a superior right or interest vis-a-vis tenant. I am of the considered view that this approach does not hold good while deciding the point whether the provisions of the Act apply to the building at all.

34. If the building is owned by the Government, Section 32 ordains that the Act shall not apply to such building. As pointed out by Supreme Court in Bhatia Co-op. Housing Society v. D. C. Patel, while construing a similar provision in Bombay Rent Control Act, 1947, the provision confers on the premises itself an immunity from the operation of the Act. The expression 'owned' for the purpose of Section 32 shall therefore be considered not so much from the point of view of the tenant as in the case of Section 13(1) (ff) supra, but on an objective basis whether the ownership in the building vests with the Government. The incident of ownership should be examined solely from the stand point of the Government. If the Government is regarded as the owner of the building on a consideration of the evidence on record, that attracts the exclusionary clause under Section 32. In the instant case, nothing more is required to show that the Government is the owner of the land as well as the factory building than the indenture of lease itself. The tripartite arrangement culminating into grant of 99 year lease to the respondent by the Government would only be consistent with the ownership of the Government. It may be that in relation to and from the point of view of the tenant, the respondent is the owner; it may be that the respondent will be entitled to seek eviction of his tenant on the ground of bona fide personal requirement on the footing that he owns the building. But, all this does not detract from the paramount title and absolute ownership being vested with the Government. When once it is accepted that the Government is the owner of the 'building', the ban under Section 32 is automatically attracted. It does not matter even if the lessee holding long-term lease from the

Government who happens to be the lessor of the petitioner is also an owner for certain purposes. The first question to be asked is whether the Government owns the building. It is only if the answer is in the negative, the other question whether the respondent can also claim to be the owner vis-a-vis the tenant for the purpose of seeking eviction under the Act, would arise. Nowhere it was laid down by the Supreme Court that the paramount title-holder, if there is one, is not an owner.

35. The decision in Dadanbai's case (7 supra) is also on the same lines and does not come to the aid of the petitioner. In that case, the Supreme Court was concerned with the expression 'owner' used in Section 23-A(b) of M.P. Accommodation Control Act. That provision enabled the landlord to seek eviction of the tenant, if the accommodation let for non-residential purposes is required bona fide by the landlord for the purpose of starting his business or that of his major sons etc, 'if he is the owner thereof. The judgment of the Supreme Court though short, succinctly brings out the legal position in the following words:

"The word 'owner' used in Section 23-A (b) has in our opinion been considered narrowly. A lessor whose title cannot be disputed by the lessee undoubtedly is owner at whose instance the proceedings for eviction were maintainable."

36. In that case, the premises belonged to the Municipal Corporation. Nevertheless, it was held that the person who had the right to possess and enjoy the property could be treated as owner within the meaning of Section 23-A(b) because such person's title cannot be disputed by his own tenant. This decision has therefore reiterated the principle that the landlord who let out the premises to a tenant is the owner from the point of view of the tenant, irrespective of whether the absolute title vested in some other person. The ratio of the decision rests on the principle that the lessee is estopped from disputing the title of the lessor and the landlord is entitled to seek eviction on the ground of bona fide personal requirement although he is not the absolute owner.

37. These two decisions, in my view, do not lay down either expressly or by necessarily implication that the paramount or absolute title-holder cannot be considered to be the owner of the building. The landlord may be owner in one sense and for the purpose of seeking eviction of his tenant; in another sense, the person who has the absolute right of ownership and under whose authority the landlord came to possess the building remains an owner. In fact, that the latter is the owner cannot be doubted. The doubt if at all could only be whether a lessee of the paramount title-holder could be regarded as an owner

vis-a-vis his own tenant. That doubt stands resolved by the aforementioned two decisions of the Supreme Court. Those decisions have no bearing on the question with which we are concerned in the present case.

38. The learned Counsel for the petitioner relied on the fact that in the rental agreement dt. 10-2-1967 (Ex.P-2) executed between the respondent and the petitioner, the respondent described itself as the owner of the factory building. If the respondent meant that he is the absolute and exclusive owner, that would go counter to the tripartite agreement (Ex.R-1). By declaring itself as the owner, the respondent cannot claim exclusive title over the building if he is not otherwise entitled to. Hence, the recital in Ex.P-1 does not improve the petitioner's case.

39. For the above reasons, I am of the view that the Act has no application by virtue of the exclusionary provision contained in Section 32 (a) of the A.P. Buildings (Lease, Rent & Eviction) Control Act. If so, the proceedings taken under the said Act before the authorities constituted under the Act are without jurisdiction and the judgments rendered by the Rent Controller and the Appellate Court are to be regarded as null and void. To summarize:

The premises in question is owned by the Government and therefore excluded from the purview of A.P. Buildings (Lease, Rent & Eviction) Control Act by virtue of Section 32 (a) of the Act for the following reasons:-

The State Government is admittedly the owner of the plot of land which is the subject-matter of lease. Structures for facilitating the factory to be run were constructed by the erstwhile lessee M/s. Shivchand Rai Mohanlal & Co. who had 99 years lease from the then Industrial Trust Fund. On being approached by the said Company, the State Government agreed for the transfer of ~~lease-hold interest~~ in favour of Respondent herein, namely Digvijay Industries. Thereafter, the Government, the erstwhile lessee and the Respondent executed an indenture (Ex.R-1) whereby the Government leased out the plot of land together with the buildings constructed thereon by the original lessee in favour of Respondent for a term of 99 years commencing from the date of the previous lease. Various clauses in the lease deed are only consistent with and a clear pointer to the absolute ownership of Government both in respect of land as well as structures. The obvious inference is that the erstwhile lessee gave up whatever rights it had over the structures so as to facilitate a smooth transformation under which the Respondent became the lessee of the Government. The Respondent in turn leased out the premises to

41

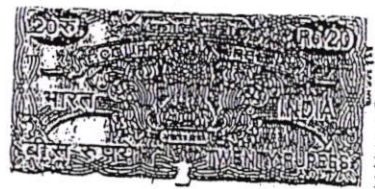
the petitioner. Ex.R-1 proceeds on the basis that the Government is entitled to lease out the land as well as the structures notwithstanding that the structures were constructed by the erstwhile lessee.

40. In the result, the revision petition is allowed and the order of eviction passed by the Appellate Court is set aside This does not preclude the respondent from filing a civil suit. Having regard to the vicissitudes of litigation and the long time so far spent, I consider it just and proper to direct such suit if any filed to be disposed of expeditiously. I make no order as to costs.



45

UNDER RIGHT TO INFORMATION ACT.



To
The Commissioner-cum-Public Information Officer,
Industries, Government of Telangana,
Chirag-ali-lane, Abids,
Hyderabad.

Respected Sir,

Sub: Requirement of certain information with regard to the Land
besides Electricity Office/Annapurana Bar, Opp: VST, in
Azamabad Industrial Area under Right to Information Act -
Reg.

>>><<<

I, C.Kumar, R/o Chikkadpally, Hyderabad, request you to furnish the
following information under Right to Information Act.

01. To furnish the information with regard to allotment of land in favour Industry /
individual name along with its extents, besides Electricity Office/Annapurana Bar,
Opp. VST, in Azamabad Industrial Area in Musheerabad Assembly Constituency.
02. Whether the land allotted besides Electricity Office/Annapurana Bar, Opp.
VST, in Azamabad Industrial Area in Musheerabad Assembly Constituency, is for
lease or for out right basis? What is the cost of lease or out right basis?
03. What is the lease period while allocating the above said land?
04. What industrial activity is being carried out on the said land?
05. To furnish a copy of land allocation proceedings along with leased agreement document
of the said land.
06. Whether the industry or business which is going to be carried out is permissible or not
under industrial policy?

Hyderabad,

Date: 14-03-20

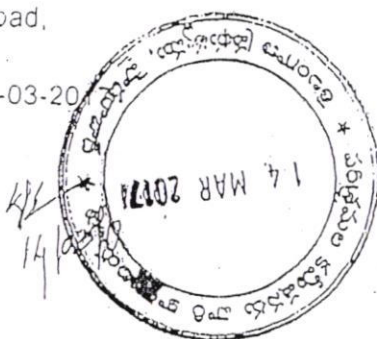
Copy to:

The Chairman, TSIC, Basheerbagh, Hyderabad.

Yours faithfully,

(C.KUMAR),

T.R.S. Party Senior Leader,
H.No.1-8-185/4,
Chikkadpally, Hyderabad -20.
Mobile No.9553760189



42

AG

TAKEN UP CASE

PER HCJ

POST BEFORE THE REGULAR BENCH

PRESIDED OVER BY: H. J

Code No.88.68

BENCH:

NON-SERVICE

Reg : Action against those lessees who have sub leased to third parties

HYDERABAD DISTRICT

C.Kumar,

.....Petitioner

Ind
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TAKEN UP WP (PIL) No. 173 OF 2017

PIL

17647

to issue a Writ, order or direction, more particularly one in the nature of Writ of Mandamus, declaring the inaction of the official respondents in not taking any action against the lessees of the land in an extent of Acs.136-14 guntas in Azamabad Industrial Area, who for their personal gain, have sub-leased the surplus lands allotted to them to third parties and also constructed residential houses in small parcels of land and given them on rent to third parties, who are carrying on illegal activities; and not making use of the land for the purpose for which it was allotted, as illegal and arbitrary and in contravention of the lease deeds and the provisions of the Azamabad Industrial Area (Termination & Regulation of Leases) Act, and consequently direct the official respondents to take action against those lessees who have sub-leased the land allotted to them to third parties for their personal benefit, in contravention of the lease deeds and to resume the lands in question and also the lands which are kept vacant or unused.

FILED BY ON:

18-7-2017

Court takes letter on land transfer as PIL

DC CORRESPONDENT
HYDERABAD, JULY 18

The Hyderabad High Court on Tuesday sought the response of the TS government in a taken up matter seeking CBI probe into the alleged irregularities in transfer of lands in Azamabad Industrial Area of the city.

A division bench comprising Acting Chief Justice Ramesh Ranganathan and Justice T. Rajani was dealing with the taken up case based on a letter by C. Kumar, a TRS leader.

In his letter, Mr Kumar submitted that earlier, the govern-

ment had allotted 136 acres for the Azamabad Industrial Estate at Musheerabad in the city and the land was transferred to several individuals on lease basis to establish industries.

He brought to the notice of the court that a majority of leaseholders have not established their units in the estate, while some who did start units in the estate had either shut them down or relocated due to several reasons. However, the land was still in the possession of the private individuals and most of them have con-

structed houses on it, he said.

Mr Kumar complained to the court that the leaseholders have been enjoying the lands without paying the lease amounts and officials of the department concerned were now transferring the lands in the name of the leaseholders.

He urged the court to intervene in the matter and order CBI probe.

The bench, while taking the letter as a PIL, issued notices to the authorities of the state government, directing them to file counter affidavits.