

IN THE HIGH COURT OF TELANGANA AT HYDERABAD

W.P. No. 21760 of 2023

Between:

M/s Morgan Enterprises

... Petitioner

And

The State of Telangana and others

... Respondents

JUDGMENT PRONOUNCED ON: 30.10.2023

THE HON'BLE MRS JUSTICE SUREPALLI NANDA

- 1. Whether Reporters of Local newspapers : Yes
may be allowed to see the Judgment?**
- 2. Whether the copies of judgment may be
marked to Law Reporters/Journals? : Yes**
- 3. Whether Their Lordships wish to
see the fair copy of the Judgment? : Yes**

SUREPALLI NANDA, J

THE HON'BLE MRS JUSTICE SUREPALLI NANDA

W.P. No. 21760 of 2023

% 30.10.2023

Between:

M/s Morgan Enterprises

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... Respondents

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> Head Note:

! Counsel for the Petitioner : Mr Srinivas Kapatia

^ counsel for Respondent No.1 : G.P. for Transport

^ Counsel for respondent Nos.2 to 5: Mr Thoom Srinivas

? Cases Referred:

1. (2015) 7 SCC 728
2. (2013) 5 SCC 470

THE HON'BLE MRS JUSTICE SUREPALLI NANDA

W.P. NO. 21760 OF 2023

ORDER :

Heard the Learned Counsel appearing on behalf of the Petitioner Mr. Srinivas Kapatia and Learned Special Government Pleader Mr. Harendra Prasad appearing on behalf of the Respondent No.1 and Mr Thoom Srinivas, learned counsel for respondent 2 to 5.

2. This Writ Petition is filed to issue a Writ of Mandamus, declaring the proceedings issued by the 4th respondent in connection with "notice for termination of license" issued vide No. P4/122(8)/2023-RR, dated 15.06.2023, in respect of the Stall No.94-A, at MGBS, without following due process of law, which is bad, illegal, arbitrary, discriminatory, besides offending Article 19(1)(g) of the Constitution of India by setting aside the said subject proceedings.

3. The case of the Petitioner in brief, is as follows:

a) On 16.12.2022, the Telangana State Road Transport Corporation represented by its Learned Regional Manager, Ranga Reddy Region, at MGBS, Hyderabad has issued a

notification calling for tenders towards appointment of licensees for two-wheeler parking. Accordingly, the petitioner has participated in the tender notification by paying necessary fees as well as enclosing all the necessary documents.

b) Then the petitioner has become a successful bidder, wherein, his tender was accepted and finalized. In view of the successful bidding, the 4th Respondent, on 17.02.2023 executed a Deed of License in petitioner's favour for a period of four (4) years for running Two-Wheeler Parking in open stall No.94-A (open area admeasuring to the extent of 12362 square feet) located at MGBS and the said Deed of License shall be operative for a period of four years commencing from 17.02.2023 and ending with 16.02.2027.

c) The Petition has become successful bidder by offering an amount of Rs.2,00,789/- per month and after due negotiations agreed to pay Rs.2,50,000/-. In compliance to the conditions of license, the petitioner has deposited an amount of Rs.21,92,500/-(Rs.18,97,500/- towards six months highest installments and Rs,2,50,000/- towards one-month installment in advance and also Rs.45,000/- towards GST).

d) After execution of said Deed of License, in compliance to the conditions of the license, the petitioner has erected the shed by duly purchasing the material from earlier contractor by incurring an amount of Rs.18,00,000/- towards protection of two wheelers in the specified parking area. After execution of the Deed of License, the petitioner has initiated the steps towards modernization of two-wheeler parking system for which the petitioner has purchased software and created an app "Park Web" to stream line parking system.

e) However, on 15.06.2023, respondent authorities without following due process of Law, issued "notice for termination of license," vide No. P4/122/2023-RR, stating that the Corporation decided to provide modern digitalized parking system in MGBS Bus Station for better service to the customers for the parking of their vehicles and directed for the termination of the license with effect from 15.09.2023 and further directed the petitioner to vacate the premises on or before 15.09.2023.

f) As such, the subject proceedings have been issued without there being issuance of notice and without calling for any explanation, arbitrarily terminated the petitioner's license

without any valid reason. Aggrieved by the same, the present Writ Petition is filed.

4. The averments in the counter Affidavit filed by the Respondent No. 2 to 5, in brief are as under:

a) The Respondent Corporation, so as to facilitate Modern Digitalized Parking System in MGBS has decided to bring the entire space under a single entity and centralize the management of the overall parking space under one contractor. In view of several advantages, the Respondent Corporation has decided to modernize the entire space available for parking vehicles. Digitalization and modernization of entire parking space in MGBS would serve as Panacea for all the ills.

b) The Respondent Corporation wants to modernize its parking space, but allowing one or the other licensee to operate business there, goes against its policy. As such the Corporation decided to terminate all the existing licenses and has issued advance notice by granting three months' time to vacate the premises in line with the terms and conditions of deed of license. The Respondent Corporation issued the

present notice of termination of license, within the ambit of the agreement duly following terms and clauses.

c) Moreover, the Respondent Corporation in order to serve better to the passengers, took a policy decision to digitalize the entire parking area, not only the space allotted to the Licensee but the entire space available in MGBS. Modernization of parking shall be done in a comprehensive manner to avoid differentiation among users and to avoid public criticism by giving equal amenities to the vehicle owners.

d) Clause 23 of the Deed of License specifically permits the Respondent Corporation to terminate the license by giving three months advance notice on either side and the decision of the corporation in providing modernized digital parking system, is in the interest of public at large and as such the same cannot be found fault with. The said decision is applicable to all the existing contractors. As such the action of the Corporation is just and fair.

PERUSED THE RECORD :

5. The counter affidavit filed by the Respondents 2 to 5, in particular, paras 10, 12, 13, 14, and 15 read as under:

"10. I respectfully state that the respondent Corporation in order to serve better to the passengers, took a policy decision to digitalise the entire parking area, not only the space allotted to the licensee but the entire space available in MGBS. Modernization of parking shall be done in a comprehensive manner to avoid differentiation among users and to avoid public criticism by giving equal amenities to the vehicle owners.

12. I respectfully state that the terms and conditions of the agreements are binding on the Petitioner. In view of the same, the Respondent Corporation has taken a decision to terminate all the existing agreements in MGBS with the approval of the competent authority as per the terms and conditions of the agreement. Accordingly, three month's advance notice was issued to the petitioner advising him to vacate the premises w.e.f.15.09.2023 onwards.

13. I respectfully state that Clause 23 of the Deed of License speaks as under:

23 (b). The contract can be terminated by giving three months advance notice on either side. In such circumstances, the deposits which may remain to the credit of the licensee will be refunded after all the dues payable to the corporation have been settled out of the deposits

made by the Licensee. Corporation shall not be liable to pay any damages that the licensee may suffer on account of such termination.

However, the licensee is permitted to exercise this option only on completion off minimum stipulated period of one year. Corporation reserves the right to terminate the contract any time during the contract period by giving 3 months advance notice to the Licensee.

The Licensor shall have right to terminate the license. His decision in this regard shall be final.

Further, Clause (d) reads as under:

"The Licensor reserves the right to terminate the license by giving one months notice in case the premises are required by the licensor for public purpose or for the usage of the licensor".

I respectfully state that the above clause specifically permits the Respondent Corporation to terminate the license by giving three months advance notice on either side. Since the Respondent Corporation took a policy decision to modernized digital parking system to the passengers in the larger interest, the Corporation decided to terminate the existing deed of licenses with the contractors, by invoking the clauses of deed of license dated 17.02.2023.

14. I respectfully state that the decision of the corporation in providing modernized digital parking system, is in the interest of public at large and as such the same cannot be find fault with. The said decision is applicable to all the existing contractors. As such the action of the Corporation is just and fair. Further, the above clauses authorize the Respondent Corporation for early termination. Though the said clause authorises the

respondent Corporation for early termination, the same is implemented in public interest, as the public interest is paramount than the Petitioners individual interest. As stated above, the termination orders were passed in view of the policy decision of the Respondent Corporation to provide modernized digital parking system to the passengers. As such there is no malafide intention in terminating the contracts/ agreements.

15. I respectfully state that in view of the policy decision of the Respondent Corporation to provide modernized digital parking system, the Respondent Corporation issued three month advance notice. I respectfully state that the above clause was upheld by this Hon'ble court in similar matters, in the Writ Appeal No's. 1375 of 2018 and 1378 of 2018. The same was confirmed in the SLP Nos. 29966 of 2018. The Respondent Corporation has issued notice strictly in accordance with the terms and conditions of the agreement.

6. The main submissions put-forth by the Learned Counsel Mr. Srinivas Kapatia are as follows :

i) The Petitioner had been deprived of substantial part of the licence period because of termination of the licence without there being any justification.

ii) Petitioner is put to serious hardship since he had invested huge amounts and for providing software

system in Petitioner's parking area and thereby initiated all the necessary steps for the modernisation successfully and entire parking system has been streamlined digitally and under the CC TV camera surveillance, therefore the purpose of further modernisation does not arise.

iii) No show cause notice was issued to the Petitioner before terminating the licence of the Petitioner.

iv) The Petitioner incurred huge expenditure by erecting shed, installing of electronic gadgets, management of parking system digitally, and therefore by virtue of the impugned notice for termination of licence the Petitioner would suffer irreparable loss.

v) As per the conditions of the Deed of Licence dated 17.02.2023 entered into between the Petitioner and the Deputy Regional Manager, O/o. Ranga Reddy Region of TSRTC condition No.11, the minimum period of doing business by the licensee of stall shall be one year from the date of commencement of agreement period, but however, deviating from the said condition all of a sudden without there being any issuance of any notice and without there being any complaint from anyone the Respondents authorities had issued the impugned notice terminating the Petitioner's licence which is liable to be set aside.

7. The learned counsel for the Petitioner on the basis of the above said submissions and placing reliance on the judgement of the Apex Court in M.P. Power Management Company Ltd., Jabalpur Vs. Skypower Solar India Pvt., Ltd., & Others reported in (2023) 2 SCC 703, datede 16.11.2022 and in particular, placing reliance in paras 74, 75, 82.10 and 82.11 of the said judgment contended that the action of the Respondent Corporation is arbitrary and hence, warranted interference by this Court under Article 226 of the Constitution of India and further also placed reliance on the judgment of the Apex Court dated 12.05.2021 in Uttar Pradesh Power Transmission Corporation & Another Vs. CG Power & Industrial Solutions Ltd., & another reported in (2021) 6 SCC 15 and in particular relied upon para 67 and 69 of the said judgment and contended that the Petitioner is entitled for grant of relief as prayed for in the present writ petition even though subject issue arises out of a contract.

8. The learned Senior Counsel Mr. Harendra Prasad appearing on behalf of the Respondents put-forth the following submissions :

i) The Clause 23(b) of the Deed of Licence permits the Respondent Corporation to terminate the licence by giving 3 months advance notice to the licensee and since the Respondent Corporation took a policy decision to modernize digital parking system to the passengers in larger interest, the Corporation decided to terminate the existing deed of licence with the contractors, by invoking the Clauses of Deed of Licence dated 17.02.2023. Public interest is paramount than the Petitioner individual interests.

ii) There is no violation of principles of natural justice in the present case which warrants interference by this Hon'ble Court.

iii) In view of the policy decision of the Respondent Corporation to provide modern digital parking system, the Respondent Corporation issued 3 months advance notice and the above Clause was upheld by this Hon'ble Court in similar matters in W.A.Nos.1375/2018 and 1378/2018 and the same was confirmed in the SLP No.29966/2018 vide order dated 04.02.2019. The Respondent Corporation had issued notice to the Petitioner strictly in accordance with the terms and conditions of the agreement.

iv) The action of the Corporation is just and fair in view of the fact that the Corporation decided to terminate the existing deed of licences of all the existing contractors strictly in accordance with the terms and conditions of the deed of licence within the ambit of agreement for the purpose of digitalization and modernization of entire parking space in MGBS to ensure increased efficiency and better customer experience.

v) The learned Senior Counsel placed reliance on the judgment of Apex Court in the case of Joshi Technologies International INC reported in (2015) 7 SCC 728 and in particular referred to paras 70.5 to 70.11 and contended that the Writ Petition needs to be dismissed.

DISCUSSION AND CONCLUSION :

DISCUSSION :

9. It is the specific case of the petitioner that in pursuance to his participation in response to the tender notification dated 16.12.2022 issued by the Respondent Corporation for allotment of space No.94A (open 12362 sft.) at Mahatma Gandhi Bus Station to run the business of two wheeler parking had been the one and the only bidder to participate in the said tender by offering an amount of Rs.2,00,789/- which was enhanced to

Rs.2,50,000/- during the negotiations held on 05.01.2023 and the Petitioner was granted licence for a period of 4 years w.e.f. 17.01.2023 to 16.02.2027 vide allotment order dated 03.02.2023 on an initial monthly licence fee of Rs.2,50,000/- for the first two years, with an enhancement of licence fee by 10% in 3rd year and 15% in 4th year over the licence fee payable in 2nd and 3rd years respectively besides GST, Electricity, Maintenance and Water charges etc., and the Respondent Corporation entered into Deed of Licence dated 17.02.2023 on certain terms and conditions. In compliance to the conditions of licence the Petitioner deposited an amount of Rs.21,92,500/- i.e., Rs.18,97,500/- towards 6 months highest instalments and Rs.2,50,000/- towards one month instalment in advance and also Rs.45,000/- towards GST and after erection of the shed the Petitioner purchased the material from the earlier contractor by incurring an amount of Rs.18,00,000/- towards protection of two wheelers in the specified parking area. After execution of the Deed the Petitioner incurred huge expenses since

the Petitioner initiated steps towards modernization of two wheeler parking system for which the Petitioner purchased software and created an App "Park Web" to streamline parking system. It is further the case of the Petitioner that surprisingly the Petitioner was served with the impugned notice for termination of licence dated 15.06.2023 vide No.P4/122(8)/2023-RR informing the Petitioner that the Corporation has decided to provide Modern Digitalized Parking System in the area of operation of the Licence of the Petitioner in MGBS bus stand, without issuing any show cause notice to the Petitioner. Out of 4 years of licence period of the Petitioner, the Petitioner had just completed one year nine months and the 2nd Petitioner completed only four months by the date of termination of Petitioner's licence. Aggrieved by the said action of the 3rd Respondent in terminating the licence of the Petitioner in respect of Petitioner's stall No.94A (open 12362 sft) at MGBS, Hyderabad vide his Proceedings No.P4/122(8)/2023-RR, dated 15.06.2023, the present Writ Petition has been filed by the Petitioner.

10. Dealing with an identical issue of termination of licences of stalls in Karimnagar Bus Station by the Telangana State Road Transport Corporation for the purpose of renovation and modernization of Karimnagar Bus Station so as to provide better amenities to the passengers, which were issued for a period 5 years, W.P.No.16569 of 2018 and 17136 of 2018 had been filed on behalf of the stall owners on the file of High Court and the said writ petitions were dismissed by order dated 19.09.2018 very clearly observing that the interest of general public/passenger outweighs the personal interest of the Petitioners. Paras 41, 42, 43 and 44 of the said judgment dated 19.09.2018 passed in I.A.No.2/2018 in W.P.No.16569 of 2018 and W.P.No.16569 of 2018 and I.A.No.2 of 2018 in W.P.No.17136 of 2018 and W.P.No.17136 of 2018, dealing with identical pleas as raised by the Petitioners herein had been considered by this Court and the said relevant paras are extracted hereunder :

"41. Clause 34 permits the Corporation to terminate the license by giving one month's notice in case the premises is required for the use of the licensor. Having

accepted such a Clause in the agreement, the petitioners are bound by the same. The said Clause does not require the existence of any urgency for invoking it. All that is necessary is that the premises granted on license 'is required' by the Corporation. In the instant case, the said clause was rightly invoked in order to provide wider space for free movement of passengers. The petitioners are therefore not justified in contending that there was no urgency for invoking it and that the Corporation ought to wait till the licenses granted to the petitioners expire by efflux of time and then only do the renovation of the Bus Station.

42. Before invoking Clause (34), there is no necessity for the Corporation to issue a prior show-cause notice either, since the proposed termination is not on account of any violation of terms of the license by the petitioners, but only for renovation purposes. Therefore, invocation of Clause (34) by the Corporation cannot be termed as arbitrary or unreasonable in the facts and circumstances of the case.

43. Merely because the petitioners claim to have invested money in the stalls allotted to them, they cannot question the termination of the licenses of their shops since the interest of the general public / passengers outweighs the personal interest of the petitioners.

44. In Rajasthan State Industrial Development and Investment Corporation and Another v. Diamond & Gem

Development Corporation Limited and another² it was held that the jurisdiction of this Court under Article 226 of the Constitution of India is equitable in nature and it's discretion must be exercised on grounds of public policy, public interest and public good and also to promote substantial justice. I am of the view that the petitioners have not made out any case for interference by this Court under Art.226 of the Constitution with the impugned action of the respondents and it is not a case for exercise of discretion in favor of petitioners. Similar view has been taken in the order dated 01.05.2018 in W.P.No.16569 of 2018.

11. W.A.Nos.1375 and 1378 of 2018 preferred against the common judgment rendered in two writ petitions WP NO.16569 and 17136/2018 had been dismissed by High Court at Hyderabad vide Division Bench judgment dated 22.10.2018, the relevant paragraphs 7 to 11 of the said judgment read as under :

"7. The materials on record, as noticed by the learned Single Judge, clearly disclose that the Government of Telangana had decided to develop Karimnagar as a Smart City and in tune with the said decision, the Corporation had decided to carryout modernization and changes in the Karimnagar Bus Station to cater the needs of the public at large.

8. The appellants/petitioners, quite rightly, do not dispute the fact that the Karimnagar Bus Station modernization is the requirement in furtherance of the decision of the Government of Telangana to develop Karimnagar as a Smart City. The issue therefore would be as to whether on such premise, the Corporation as a licensor can be criticized for having abused its power to terminate the licence invoking the termination clause.

9. As already noted, what is reserved by the licensor is the right to terminate the licence by giving one month's notice in case the premises are required by the licensor for public usage or for the use of the licensor. The public use that is projected by the Corporation is to provide free space to facilitate appropriate movement of commuters within the bus station. That itself is one use of the premises of the licensor to the optimum availability. This is how the Road Transport Corporations have to discharge their duties and responsibilities in terms of the provisions of the Road Transport Corporations Act, 1950. Keeping this in view, when we examine the contents of the terminative notices qua the sequence of events, we are unable to decipher that there is any arbitrary or mala fide exercise of power which can be treated as colourable exercise of power to terminate the licences. Equally, the termination of licence is to modernize and renovate the bus station, which is in conformity of terms of the licence under which the licensor had put upon itself certain

responsibility and conditions for invoking the power to terminate the licence.

10. On the facts and circumstances of the case in hand, the Corporation has clearly demonstrated its fair application of mind to the fact situation and in having arrived at the decision that the premises in occupation of the writ petitioners are required by the licensor Corporation for public usage and for the use of the Corporation to carryout its statutory and public duties. We therefore do not find any legal infirmity or the jurisdictional error in the impugned judgment of the learned Single Judge having refused to interfere with the impugned notice in exercise of the authority under Article 226 of the Constitution. 11. Having arrived at what we have stated above, it is unnecessary for us to perceive any probable concept as regards the contents of the impugned judgment of the learned Single Judge on the reasoning process. The appellate visit is not to be merely on the reasoning of the learned Single Judge when independent consideration has led us to the due decision on facts.

12. The Apex Court dismissed the SLP preferred by the Petitioner in WP No.16569 of 2018 vide its order dated 04.02.2019.

13. In so far as the plea of the Petitioner that no show cause notice had been issued to the Petitioner prior to

issuance of the notice for termination of the licence of the Petitioner, this Court opines that there is no necessity for the Corporation to issue a prior show cause notice since the proposed termination is not on account of any violation of terms of licence by the Petitioner, but for the purpose of providing modern digitalized parking system in MGBS bus station for better service to the customers who park the vehicles in the said bus station. This Court opines that as per Clause No.23(b) para 2 of the agreement entered into between the Petitioner and Respondent Corporation, the Corporation can terminate the contract any time during the contract period by giving 3 months advance notice to the licensee and in the instant case the said clause was rightly invoked to provide better service to the customers and the same cannot be faulted with since the interest of general public/passengers outweighs the personal interest of the Petitioner. The Petitioner having accepted the said clause 23(b) in the agreement, the Petitioner is bound by the same. The plea of the Petitioner that there is no exigency or

contingency warranting invocation of the said clause is not tenable in view of the fact that the subject premises is required by the Corporation for the purpose of providing modern digitalized parking system in MGBS bus station and moreover it is specifically stated at paras 7 & 12 of the counter affidavit filed by the Respondents that the said decision is applicable uniformly to all the existing contractors and the Respondent Corporation has taken a decision to terminate all the existing agreements in MGBS with the approval of the competent authority as per the terms and conditions of the agreement, without any exceptions and as such the action of the Respondent Corporation is just and fair and in the interest of the public at large and hence the same cannot be found fault with. This Court opines that the personal interest of the Petitioner should yield to public policy, public interest and public good and also to promote substantial justice. In so far as the plea of the Petitioner that it is arbitrary exercise of power by the Respondent Corporation, this Court opines that the

termination of licence is for the purpose of providing modern digitalized parking system in MGBS bus station which is in conformity of terms of the licence under which the licensor had put upon itself certain responsibility and conditions for invoking the power to terminate the licence in discharge of certain statutory and public duties by the Corporation, therefore, this Court opines that it cannot be said that the Respondent Corporation acted arbitrarily and malafidely.

14. Hon'ble Supreme Court of India in case of Joshi Technologies International Inc, reported in 2015 (7) SCC 728 held that:

"70.5. Writ petition was not maintainable to avoid contractual obligation. Occurrence of commercial difficulty, inconvenience or hardship in performance of the conditions agreed to in the contract can provide no justification in not complying with the terms of contract which the parties had accepted with open eyes. It cannot ever be that a licensee can work out the license if he finds it profitable to do so: and he can challenge the conditions under which he agreed to take the license, if he finds it commercially inexpedient to conduct his business.

70.6. Ordinarily, where a breach of contract is complained of, the party complaining of such breach may sue for specific performance of the contract, if contract is capable of being specifically performed. Otherwise, the party may sue for damages.

70.7. Writ can be issued where there is executive action unsupported by law or even in respect of a corporation there is denial of equality before law or equal protection of law or if can be shown that action of the public authorities was without giving any hearing and violation of principles of natural justice after holding that action could not have been taken without observing principles of natural justice.

70.8. If the contract between private party and state/instrumentality and/or agency of State is under the realm of a private law and there is no element of public law, the normal course for the aggrieved party, is to invoke the remedies provided under ordinary civil law rather than approaching the High Court under Article 226 of the Constitutional of India and invoking its extraordinary jurisdiction.

70.11. The scope of judicial review in respect of disputes falling within the domain of contractual obligations may be more limited and in doubtful cases the parties may be relegated to adjudication of their rights by resort to remedies provided for adjudication of purely contractual disputes."

15. In “Rajasthan State Industrial Development and Investment Corporation and another v. Diamond and Gem Development Corporation Limited and another” reported in 2013 (5) SCC Page 470 it was held that the jurisdiction of this Court under Article 226 of the Constitution of India is equitable in nature and its discretion must be exercised on grounds of public policy, public interest and public good and also to promote substantial justice.

16. This Court opines that the judgments relied upon by the counsel for the Petitioner do not apply to the facts of the present case.

17. Taking into consideration the afore said facts and circumstances of the case and duly taking into consideration the observations of this Court in its judgment dated 19.09.2018 passed in I.A.No.2 of 2018 in W.P.No.16569 of 2018 and I.A.No.2 of 2018 in W.P.No.17136 of 2018 and the observations of Division Bench of our High Court at Hyderabad dated 22.10.2018 in W.A.Nos.1375 and 1378 of 2018 and also

judgment of Apex Court in Joshi Technologies International INC vs. Union of India reported in (2015) 7 SCC 728 and the judgment of Apex Court reported in (2013) 5 SCC 470 in Rajasthan State Industrial Development & Investment Corporation & Another vs. Diamond & Gem Development Corporation Ltd., & Another, (referred to and extracted above) and duly considering the averments made by the Respondent Corporation in the counter affidavit filed on behalf of the Respondents, this Court opines that the Petitioner has not made out any case for interference by this Court under Article 226 of the Constitution of India and accordingly the same is dismissed.

18. It is, however, open to the Petitioner herein to put-forth the plea/request of handing over the subject site of the stall of the Petitioner herein to the Petitioner bearing Stall Nos.94A (Open 12362 sft) at MGBS, Hyderabad after completion of digitalization work for running the Petitioner business for the rest of the licence period through a representation addressed to the Respondent Corporation and the Respondents on

receiving the said representation if any, shall consider the same on humanitarian grounds, duly considering the fact that it is through the said stall that the Petitioner earned his daily bread and butter so that Petitioner's right to livelihood, right to occupation stands protected, duly giving credence to the fact that the Petitioner completed less than 4 months out of the period of 4 years by the date of termination of Petitioner's licence and pass appropriate orders within a reasonable period duly communicating the decision to the Petitioner. With these observations, the writ petition is dismissed. However, there shall be no order as to costs.

Miscellaneous petitions, if any, pending shall stand closed.

SUREPALLI NANDA, J

Date: 30-10-2023

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