

IN THE HIGH COURT OF TELANGANA AT HYDERABAD

W.P. NO. 25451 OF 2023

Between:

G.Mahender and others

... Petitioners

And

TSRTC and others

... Respondents

JUDGMENT PRONOUNCED ON: 30.10.2023

THE HON'BLE MRS JUSTICE SUREPALLI NANDA

- 1. Whether Reporters of Local newspapers may be allowed to see the Judgment? : Yes**
- 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. 25451 OF 2023****% 30.10.2023****Between:**

G.Mahender and others

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... Respondents

< Gist:**> Head Note:**

! Counsel for the Petitioner : Mr C.Ramachandra Raju

^ counsel for Respondents 1 to 3: 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. 25451 OF 2023****ORDER :**

Heard the learned counsel Mr. C. Ramachandra Raju, appearing on behalf of the Petitioners and Mr.Harendar Prasad, learned Special Government Pleader representing Mr.Thoom Srinivas, learned standing counsel appearing on behalf of respondents.

2. This writ petition is filed to issue an appropriate writ, order or direction more particularly one in the nature of Writ of Mandamus, declaring the action of the 3rd respondent, terminating the licences of the petitioners in respect of their respective Stall Nos.95, 97 and 93 respectively in MGBS, Hyderabad, vide his proceedings No.P4/122(75)/2021-RR, P4/122(32)/2022-RR and P4/122(73)/2021-RR, dated 15.06.2023, is without jurisdiction, highly unwarranted, highly unjust, arbitrary, illegal, violative of principles of natural justice, contrary to the terms and conditions of the licence deeds of the petitioners, colourable exercise of power and violative of Articles 14 and 21 of the Constitution of India.

PERUSED THE RECORD :

3. The counter affidavit filed by the Respondents, in particular, Paras 3, 4, 5, 8, 13, 18, and 19 read as under:

"3) I respectfully state that, the deed of licenses was entered by the Divisional Manager, TSRTC. The same authority has issued the present impugned notices. As such the same does not amount to lack of jurisdiction. It is to bring to notice of this Hon'ble court that the nomenclature of Divisional Manager was changed as Deputy Regional Manager, as such the Deputy Regional Manager is having jurisdiction to issue the present impugned order. A copy of the same is filed herewith.

4) I respectfully state that in contractual matters, the terms and conditions of the deed of license will govern and the concept of legitimate expectation does not arise. The Respondent Corporation never assured the Petitioners with regard to the period or in any manner, as mentioned above the terms and conditions of the deed of license will govern. The clause 23 of the deed of license permits the Respondent Corporation to issue 3 months advance notice for termination, as such the same cannot be found fault. In the impugned notices, it is specifically mentioned that the digitalization of parking system is to provide better facilities to the passengers and in the public interest. The Petitioner herein having entered the deed of license with wide open eyes, cannot be permitted to dictate the terms

stating that the corporation can suspend the license for time being and for limited purpose. It is for the Respondent Corporation to take appropriate decision in the interest of public, as to what are required to be done. The advice of the Petitioner does not warranted in this regard. Further, the Clause 23, mandates issuance of three months advance notice and there is no provision of issuing a show cause notice as per the terms and conditions of the agreement, as such the same is not mandatory. The issuance of impugned orders are in accordance with the terms and conditions entered between the Petitioners and Respondent Corporation.

5. I respectfully state that, though the petitioners made their representations to drop the proceedings, the same cannot be considered, since the Respondent Corporation has issued the impugned notices as per the terms and conditions of the deed of license and the impugned notices are issued for better services to the customers who park their vehicles and in the interest of public. I respectfully state that as per clause 25 of the agreement, the Licensee shall make his/ her own arrangements for procuring necessary equipment for carrying out his/ her business. In view of the above clause, the claim of the Petitioner, that they have invested huge amounts does not support his case. The Respondent Corporation never insisted the Petitioners to provide any software facility, as claimed in the Writ

Petition/ It is the policy decision of the Corporation to provide better services to the customers who park their vehicles in the MGBS and as such the present notices were issued. Further, the Petitioners advise is not warranted, as to whether there is need for the corporation to introduce the digitalized system or not. The said decision is taken to provide better system in the interest of public.

8. I respectfully state that the 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 accordingly the advance notices for termination of licenses were issued. The digitalization has the advantages of increased efficiency and better customer experience. The interest and concerns of the Licensee are considered within the purview of agreement with empathetic approach in a transparent manner.

13. I respectfully state that, due procedure was laid down in the agreement is followed. Notice of Termination of Licence have been served following terms and conditions of the agreement. The interest and concerns of the licensees are protected as per the terms laid down in the agreement. Every issue of the licensees shall be resolved in accordance with the agreement conditions and within the purview of clauses of the agreement only. As per the clause No.25 of the

agreement speaks that "The licensees shall make their own arrangements of procuring necessary equipment for carrying out their business". No clause is enshrined in the agreement mandating for digitalization.

18. 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.

19. I humbly submit that the writ petition is not maintainable since there is no ground of lack of jurisdiction or any violation of principle of natural justice as such the writ petition is liable to be dismissed at threshold. I humbly submitted that the 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."

FACTS NOT IN DISPUTE :

4. The Petitioners have been granted license for running two wheeler parking and 4 wheeler parking individually in different places in MGBS for a period of 4 years and the Petitioners have been paying Licence Fee of the sum of Rs.2,87,721/-, Rs.77,000/-, and Rs.2,75,000/- per month respectively to the Corporation. The 3rd Respondent terminated Petitioners licences by issuing 3 months advance notice dt.15.06.2023 on the pretext that the Corporation wants to provide Modern Digitalized Parking System in the area of operations of the Licences of the Petitioners, without issuing any show cause notice to the Petitioners. Out of 4 years of licence period of the Petitioners, the Petitioner No.1 and the 3rd Petitioner have just completed one year nine months and the 2nd Petitioner just completed one year 3 months by the date of termination of their licences. Aggrieved by the said action of the 3rd Respondent in terminating the licences of the Petitioners in respect of their respective stall Nos.95, 97 and 93 respectively in MGBS,

Hyderabad vide his Proceedings No.P4/122(75)/2021-RR, P4/122(32)/2022-RR, and P4/122(73)/2021-RR, dt. 15.06.2023, the present Writ Petition has been filed by the Petitioners.

5. The main submissions put-forth by the Learned Counsel Mr. C.Ramachandra Raju are as follows :

i) The 3rd Respondent is not the competent authority to terminate Petitioners licenses by issuing 3 months advance notice dt. 15.06.2023 and the Regional Manager alone is the competent authority to terminate the licence of the Petitioners even as per the circulars of the Corporation No.48/2007, dt. 31.12.2007, 31/2017, dt. 02.11.2017 and Notification dt. 16.02.2002 of TSRTC which speaks specifically that the Regional Managers are the licensing authority.

ii) The 3rd Respondent has acted contrary to the legitimate expectation of the Petitioners that the Corporation having granted to the Petitioners for a period of 4 years, would permit the Petitioners to do their business, till the completion of their licence period, unless there is any contingency or exigency

which warrant termination of Petitioners licences, but in the present case the 3rd Respondent has terminated Petitioners licences all of a sudden in a most casual manner depriving the Petitioners of their substantial period of licence, without there being exigency, for doing so, contrary to the legitimate expectation of the Petitioners and the said action of the 3rd Respondent is highly arbitrary, illegal and unsustainable.

iii) The Petitioners have been deprived of substantial part of their licence period because of termination of their licences without there being any justification.

iv) Petitioners are put to serious hardship since they have invested huge amounts individually ranging from Rs.15 to 20 lakhs each, for construction of sheds for running their parking business and for providing software system in their respective parking areas.

v) The purpose of digitalization does not exist since the Petitioners have already introduced the digitalization system in their parking area by installing necessary software, even though there is no obligation

on the part of the Petitioners as per their licence deeds to introduce digitalization and therefore the termination of the licences of the Petitioners on the pretext of digitalization is totally false and malafide and if the Corporation wants to digitalization the parking system it can do so without terminating the licences of the Petitioners by suspending the licences of the Petitioners for a certain period of time, which is required for digitalization and after completion of digitalization work, the Respondents can handover the site to the Petitioners for running their business for the rest of their licence period.

vi) No show cause notice was issued to the Petitioners before terminating the licences of the Petitioners.

vii) The action of the 3rd Respondent is a clear example of colourable exercise of power since the power of the Corporation under Clause 23(b) of the Licence Deed, can be exercised only in the event of any contingency or exigency which warrants termination of licences of Petitioners in a fair and reasonable manner

but not in a routine manner since the alleged purpose of digitalization cannot be considered as exigency to terminate the licences of the Petitioners in the middle of their licence period.

viii) The decision of the Corporation to terminate the licences of the Petitioners for the purpose of digitalization, the relevant date, the details of the said decision of the Corporation are not stated in the counter affidavit filed by the Corporation, therefore it is clear that the action of 3rd Respondent is not based on the decision of the Corporation.

ix) The learned counsel for the Petitioners on the basis of the above said submissions contends that the Writ Petition has to be allowed as prayed for.

6. Counter affidavit has been filed by the Respondents and the Petitioners have filed the reply affidavit as well.

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

i) The plea of the Petitioner that the 3rd Respondent has no jurisdiction to issue the impugned notice for termination of licence dt. 15.06.2023 individually to the 3 Petitioners herein is not correct since the deed of licences was entered by the Divisional Manager, TSRTC. The same authority has issued the present impugned notices and therefore it does not amount to lack of jurisdiction since the nomenclature of Divisional Manager was changed as Dy. Regional Manager, as such the Dy. Regional Manager i.e., the 3rd Respondent is having jurisdiction to issue the present impugned order.

ii) 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 licences with the contractors, by invoking the Clauses of Deed of

Licence dt. 17.02.2023. Public interest is paramount than the Petitioners individual interests.

iii) Neither there is any violation of principles of natural justice nor lack of jurisdiction in the present case which warrants interference by this Hon'ble Court.

iv) In view of the policy decision of the Respondent Corporation to provide modernize 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 dt. 04.02.2019. The Respondent Corporation had issued notices to the Petitioners strictly in accordance with the terms and conditions of the agreement.

v) 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.

vi) 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 :

8. 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.16569/2018 and 17136/2018 had been filed on behalf of the stall owners on the file of Hon'ble High Court and the said writ petitions were

dismissed by order dt. 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 dt. 19.09.2018 passed in I.A.No.2 of 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 its 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 dt.01.05.2018 in W.P.No.16569 of 2018.

9. 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 dt. 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.

10. The Apex Court dismissed the SLP preferred by the Petitioner in WP No.16569/2018 vide its order dt. 04.02.2019.

11. This Court opines that insofar as the plea of the Petitioners on the point of jurisdiction is concerned the same is answered in para 3 of the counter affidavit filed on behalf of the Respondents and a bare perusal of the same indicates that in view of the fact that the deed of licences was entered by the Divisional Manager, TSRTC, the same authority has issued the present impugned notices as such the same does not amount to lack of jurisdiction and further that the nomenclature of the Divisional Manager was changed as Deputy Regional Manager as such the Deputy Regional Manager is

having jurisdiction to issue the present impugned order.

12. In so far as the plea of the Petitioners that no show cause notice had been issued to the Petitioners prior to issuance of the notices for termination of the licences of the Petitioners. 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 Petitioners, 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 Petitioners 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 Petitioners. The Petitioners having accepted the said clause 23(b) in the agreement, the Petitioners are bound by the same. The plea of the Petitioners 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 para 17 of the counter affidavit filed by the Respondents that the said decision is applicable uniformly to all the existing contractors 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. In so far as the plea of the Petitioner pertaining to legitimate expectation is concerned this Court opines that the personal interest of the Petitioners should yield to public policy, public interest and public good and also to promote substantial justice. In so far as the plea of the Petitioners that it is

colourable exercise of power by the Respondent Corporation, this Court opines that the termination of licences 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 malafidely and the same cannot be treated as colourable exercise of power by the Respondent Corporation.

13. 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."

14. 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.

15. 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 which had been confirmed by the Apex Court vide order dated 04.02.2019 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, 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 Petitioners have not made out any case for interference by this Court under Article 226 of the Constitution of India and accordingly the same is dismissed.

16. It is however open to the Petitioners herein to put-forth the plea/request of handing over the subject sites of the stalls of the Petitioners herein to the Petitioners bearing Stall Nos.95, 97 and 93 respectively in MGBS, Hyderabad after completion of digitalization work for running the Petitioners business for the rest of

their 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 stalls that the Petitioners earn their daily bread and butter so that Petitioners right to livelihood, right to occupation stands protected, duly giving credence to the fact that the Petitioners completed less than 1½ years out of the period of 4 years by the date of termination of their licences and pass appropriate orders within a reasonable period duly communicating the decision to the Petitioners. 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

Note: L.R. copy to be marked.

b/o kvrm