

**IN THE HIGH COURT OF TELANGANA AT HYDERABAD**

**WRIT PETITION No.7134 OF 2024**

**Between:**

M/s A.A. Avocations Pvt. Ltd.

... **Petitioner**

**And**

The State of Telangana & others

... **Respondents**

**JUDGMENT PRONOUNCED ON: 03.06.2024**

**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 : Yes  
marked to Law Reporters/Journals?
3. Whether Their Lordships wish to : Yes  
see the fair copy of the Judgment?

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**SUREPALLI NANDA, J**

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... **Respondents**

< **Gist:**

> **Head Note:**

! Counsel for the Petitioner : Mr. A.Venkatesh  
Sr.Designate counsel

^ Counsel for the Respondents : Advocate General

? **Cases Referred:**

1. (2021) 6 SCC 771
2. (1998) 8 SCC 1
- 3.(2021) 16 SCC 35
4. AIR 1991 SC 537

**HON'BLE MRS. JUSTICE SUREPALLI NANDA****WRIT PETITION No.7134 OF 2024****ORDER:**

**Heard learned Senior Designate Counsel  
Sri A. Venkatesh appearing on behalf of Petitioner and the  
learned Advocate General appearing on behalf of the  
Respondents.**

**2. The petitioner approached the court seeking prayer  
as under:**

“to issue an appropriate writ, order or direction;  
more particularly one in the nature of writ of Mandamus:

(i) Declaring the actions of the 2nd Respondent in sealing and thereby interfering with the possession of the Petitioner with respect to premises Durgam Cheruvu Eco Tourism Deck situated at Sy.403/P situated at Durgam Cheruvu, Shaikpet Village and Mandal, Hyderabad leased to the Petitioner under Registered Deed of Lease dated 12.02.2022 vide 2509/2022 as illegal, arbitrary, high-handed and for being unconstitutional apart from being violative of provisions of Telangana Public Premises (Eviction of Unauthorised Occupants) Act, 1968, Telangana Revenue Recovery Act, 1864 and, Telangana Rent Revenue Sales Act, 1839 and consequently set aside the same and;

(ii) Consequently direct the Respondents herein to not to interfere with the possession, enjoyment and use of the Subject Property leased to the Petitioner vide Registered Deed of Lease dated 12.02.2022 vide 2509/2022 without following due process of law during the pendency of arbitration proceedings before the Learned Sole Arbitrator Retd. Hon'ble Justice Rajshekhar Reddy.

**3. PERUSED THE RECORD :**

**a) Counter affidavit has been filed by the 2<sup>nd</sup> Respondent and in particular, Paras 15 and 17, read as under:**

"15. In reply to para 36 to 43, it is denied that this Respondent has illegally and vexatious sealed the premises is far from truth and invented for the purpose of filing the present writ petition. It is further submitted that the Learned Sole Arbitrator was pleased to pass interim orders on 2-10-2023 under section 17 of the Arbitration and Conciliation Act, 1996 and the Petitioner herein failed miserably to comply with the directions of the Hon'ble Arbitral Tribunal orders dated 02.10.2013 and 2.12.2023. The Learned Arbitrator in the order dated 2-12-2023 made it clear that interim protection stands vacated in case of non-compliance, thus, there was no legal impediment to take over the subject property, therefore this Respondent has taken over the possession on 15.03.2024 by conducting panchanama (Annexure No.3)

17. It is further submitted that the Hon'ble High Court in WP No.10289 of 2023 has passed certain orders on 31-07-2023 subsequent to passing of above orders and after passing of these orders this Petitioner has filed Section 17 of the Arbitration & Conciliation Act and the Learned Sole Arbitrator vide orders dated 02.10.2023 in IA No.1 of 2023 in Arbitration Case No.2 of 2022. Thus, there is no legal impediment or orders restraining this Respondent from taking over the subject premise. This Respondent has taken over the possession of the subject premises by conducting a panchanama (Annexure No.3) and erected its banner and sealed the premises. It is submitted that the Hon'ble Court was pleased to pass status quo order on 18.03.2024.

**b) Reply affidavit has been filed by the Petitioner, and in particular, Para No. 29 reads as under :**

29. Even otherwise, as per terms of Deed of Lease dated 12.02.2022 if the Petitioner acts in breach of Deed of Lease dated 12.02.2022 the 2nd Respondent shall be obligated to follow the procedure prescribed under Telangana Public Premises (Eviction of Unauthorised Occupants) Act, 1968. That as per the provisions of the said Act the 2nd Respondent ought to have issued a show-cause notice to the Petitioner and afforded an opportunity of hearing to the Petitioner prior to sealing the Petitioner from the Subject Premises. It is submitted that the 2nd Respondent is at all times bound to act in accordance with the terms of Deed of Lease dated 12.02.2022 and does not

have right to illegally interfere with the possession of the Subject Property and extra- judicially seal the Subject Premises by use of force and without following procedure contemplated under law more so being a state instrumentality.

**4. The case of the petitioner in brief as per the averments made by the petitioner in the affidavit filed by the petitioner in support of the present writ petition, is as under:**

i) The petitioner is Company incorporated under the provisions of Companies Act, 2013 and it is inter alia engaged in the business of Food and Beverages, Restaurants, Bars, Canteens and the Petitioner company has at all times conducted its business operations in compliance with the requirements prescribed under law. In response to a Newspaper publication dated 20.06.2018 inviting Tenders for the grant of lease holding rights to develop and operate Durgam Cheruvu eco tourism deck situated at Sy.No.403/P situated at Durgam Cheruvu, Shaikpet Village & Mandal, Hyderabad, the holding company of the Petitioner i.e., M/s. Kamal Hotels Private Limited, had participated in the bidding process and the said entity was

declared as the highest bidder and the tender was awarded in favour of the Petitioner herein.

ii) It is further the case of the Petitioner that the Petitioner and its holding company had entered into Deed of Lease dated 28.02.2019 with the 2<sup>nd</sup> Respondent whereby the Petitioner company was granted lease holding rights with respect to the subject property. Since holding company of the Petitioner had participated in the bidding process solely for such reason the holding company had been initially arrayed as a confirming party to deed of lease dt. 28.02.2019 and the said lease deed at no point in time was disputed by the Respondents herein.

iii. It is further the case of the Petitioner that, as per deed of lease dated 28.02.2019 the 2<sup>nd</sup> Respondent is under an obligation to entrust unfettered possession of the subject premises by removing the pre-existing structures affixed on the subject premises. Since the 2<sup>nd</sup> Respondent had failed to handover unfettered possession of the subject premises and discharge its obligations, the Petitioner did not pay the lease rentals. Thereafter the 2<sup>nd</sup> Respondent had issued a final notice before termination dated 25.01.2020 calling upon the Petitioner to make payments, to a tune of Rs.2,08,50,600/- payable

towards rent for period June 2019 to December 2019 and April 2020 to September 2020.

**iv) It is further the case of the Petitioner that the Petitioner filed W.P No. 10289 of 2023 on the file of the Hon'ble High Court at Hyderabad and the Court had stayed recovery of INR 2,08,50,600/- by the 2<sup>nd</sup> Respondent which is payable towards rent for period June, 2019 December 2019 and April, 2020-September 2020. It is the specific plea of the Petitioner that the 2<sup>nd</sup> Respondent cannot claim amounts towards sales commission as 2<sup>nd</sup> Respondent has at all times interfered with possession of the Petitioner and due to the same the Petitioner was prevented from conducting any commercial operations and the Petitioner could not make any sales for three reasons :**

- i) 2<sup>nd</sup> Respondent had failed to come forward for registration of Deed of Lease dated 28.02.2019 and the same was only registered on 12.02.2022.
- ii) 2<sup>nd</sup> Respondent failed to entrust unencumbered possession of Subject Premises by removing pre-existing structures affixed by the previous licensee.



iii) 2<sup>nd</sup> Respondent has always interfered with the possession of the Petitioner and prevented Petitioner from commencing commercial operations.

**It is further the case of the petitioner that Petitioner paid total amount INR 4,48,17,904/- and Petitioner paid INR 3,17,77,904/- towards lease rental and Petitioner paid INR 80,40,000/- towards deposit and, inspite of Petitioner's request to Respondent on 28.06.2021 to Register Deed of Lease dated 28.02.2019 and to depute an Officer for registration of Deed of Lease dated 28.02.2019 vide representation dated 14.08.2021 the Respondent did not issue a response to the said communication. On 19.08.2021 the Petitioner requested Respondent to cure its breaches under Deed of Lease dated 28.02.2019, in terms of representation dated 14.08.2021, Respondent did not issue a response to the said communication and Petitioner was constrained to file Sec. 9 Petition on 26.08.2021 as Respondents were interfering with the possession of the Petitioner, on 28.08.2021 Interim Order had been passed in favour of the Petitioner in A.R.B.O.P No. 72 of 2021 restraining 2nd Respondent from taking any coercive steps against Petitioner and from illegally**

dispossessing the Petitioner from the Scheduled Property and on 27.12.2021, Final Order had been passed in A.R.B.O.P No. 72 of 2021, restraining 2<sup>nd</sup> Respondent from interfering with the possession of Subject Property and directing parties to register Deed of Lease before 31.01.2022 and directing Petitioner to pay rent from October, 2021 to December. 2021.

v) It is further the case of the Petitioner that on 16.06.2022 Petitioner was constrained to file C.O.P No. 42 of 2022 before Commercial Court seeking direction to restrain 2<sup>nd</sup> Respondent from (i) taking coercive steps (ii) dispossessing the Petitioner from Subject Property, and on 16.06.2022 Commercial Court was pleased to pass ex-parte ad interim Order in C.O.P No. 42 of 2022 restraining 2<sup>nd</sup> Respondent from dispossessing the Petitioner from Subject Property. On 14.03.2023, however 2<sup>nd</sup> Respondent issued Termination Order calling upon Petitioner to pay dues of INR 4,39,46,543/- within 7 days failing which 2<sup>nd</sup> Respondent would take possession of Subject Property and such amounts have already been raised by 2<sup>nd</sup> Respondent in Counter Claim before the Arbitrator.

vi) It is further the case of the Petitioner that on 21.03.2023 Petitioner filed W.P No. 8011 of 2023 before High Court for Telangana challenging issuance of Termination Order dated 14.03.2023 by the 2nd Respondent and on 21.03.2023 the High Court was pleased to suspend the Termination Order dated 14.03.2023 vide its Interim Order in W.P No. 8011 of 2023. On 17.03.2023 YAT & C Dept. revoked waiver of lease rental granted to Petitioner previously based on a letter dated 14.10.2021 issued by 2<sup>nd</sup> Respondent and on 27.03.2023 2<sup>nd</sup> Respondent issued letter calling upon Petitioner to pay INR 2,80,50,600/- towards lease rental purportedly payable for period June, 2019 December 2019 and April, 2020 to September 2020 in addition to INR 4.39,46,543/- as demanded vide Termination Order as YAT & C Dept. revoked waiver granted previously. Aggrieved by the same Petitioner filed W.P No. 10289 of 2023 seeking stay of Communication dated 17.03.2023 issued by YAT & C Dept. and consequential demand letter dated 27.03.2023 issued by 2<sup>nd</sup> Respondent on 12.04.2023. Petitioner obtained interim orders in Petitioner's favour on 13.04.2023 in W.P No. 10289 of

2023 inter alia directing 2<sup>nd</sup> Respondent not to interfere with the possession and activities of the Petitioner if Petitioner is taking action as per Deed of Lease and during the course of hearing the Respondent had alleged that Petitioner has not commenced commercial operations on the Subject Property. On 08.07.2023 Petitioner issued Contempt Notice calling upon 2<sup>nd</sup> Respondent to refrain from with activities of Petitioner and comply with Interim Order dated 13.04.2023 in W.P No. 10289 of 2023 as Respondent was not permitting the architects hired by Petitioner to enter Subject Property. The Respondents however, did not issue a response to the said communication.

vii) It is further the case of the Petitioner that on 02.04.2023 the 2<sup>nd</sup> Respondent filed a criminal complaint on 02.04.2023 to SHO. Madhapur PS by alleging that certain persons were attempting to trespass and demolish security room of Durgam Cheruvu Eco Park behind B.R Amedkar Open University Gate and on 04.08.2023 as Respondent was interfering with the possession of the Petitioner, the Petitioner filed Sec. 17 to restrain 2<sup>nd</sup> Respondent from taking coercive steps and interfering

with the possession of 2<sup>nd</sup> Respondent and suspend Termination Order dated 14.03.2023 and on 02.10.2023 Interim Order had been passed by Arbitral Tribunal directing the Respondent not to interfere with the possession of the Petitioner.

viii) It is further the case of the Petitioner that on 21.12.2023, 2<sup>nd</sup> Respondent filed IA No. 4 of 2024 before Arbitral Tribunal to restrain Petitioner from raising permanent structures and on 12.01.2024 Arbitral Tribunal disposed off IA recording undertaking of Petitioner that no permanent constructions would be raised above ground level and 22.01.2024 2<sup>nd</sup> Respondent once again filed IA No. 1 of 2024 to restrain Petitioner from raising permanent structures in violation of Order dated 12.01.2024 in L.A No. 4 of 2023. On 18.01.2024 PS Madhapur registered FIR No. 80/2024 against the Petitioner at the behest of 2<sup>nd</sup> Respondent who gave a complaint that the Petitioner is damaging the ecological terrain in the Subject Premises and on 25.01.2024 Order is passed in CRLP No. 854/2024 staying all proceedings in FIR No. 80/2024 and on 29.01.2024 GHMC issued Notice under Section 452(1) & 461 (1) of GHMC

Act. 1955 calling upon the Petitioner to substantiate authenticity of the structures failing which further action would be initiated as per Section 636, 596. 461(4) & 461 - A of the Greater Hyderabad Municipal Corporation Act. 1956. On 31.01.2024 GHMC authorities have illegally come on to the Subject Property and affixed a Notice dated 30.01.2024 (received on 31.01.2024) and have immediately withdrawn Notice dated 29.01.2024 issued previously and on 31.01.2024 GHMC authorities demolished the structures raised on the Subject Property.

ix) It is further the case of the Petitioner that on 01.02.2024 Petitioner was constrained to file W.P No. 2648 of 2024 to restrain GHMC from interfering with the possession of Petitioner and on 02.02.2024 Interim Order had been passed in W.P No. 2648 of 2024 directing parties to maintain status quo with respect to the Subject Property and further GHMC was directed to follow due process of law before taking any action with respect to Subject Property, but however on 15.03.2024, 2<sup>nd</sup> Respondent came on to Subject Premises and illegally sealed the premises and affixed a placard/banner indicating that the Subject Premises belongs to the 2<sup>nd</sup>

**Respondent and any trespassers will be prosecuted under Sec. 447 of the Indian Penal Code, 1860. Aggrieved by the same the present writ petition has been filed.**

**5. This Court vide its order dt. 18.03.2024 passed interim orders observing as follows :**

“Both the parties are directed to maintain status quo existing as on today in all respects”.

The said interim orders are in force as on date.

6. The Counter and Vacate stay petition has been filed by the 2<sup>nd</sup> Respondent and it is mainly contended that since the learned Sole Arbitrator was pleased to pass interim orders on 02.10.2023 under Section 17 of Arbitration and Conciliation Act, 1996 and since the Petitioner failed to comply with the directions of the Arbitral Tribunal orders dated 02.10.2023, 22.12.2023 and since the learned Arbitrator clearly stipulated vide order dated 02.12.2023, that the interim protection stands vacated in case of non-compliance as there was no legal impediment to take over the subject property, therefore the 2<sup>nd</sup> Respondent took over the possession on 15.03.2024 by conducting panchnama.

7. The learned Advocate General Sri A. Sudershan Reddy placing reliance on the averments made in the counter affidavit

by the 2<sup>nd</sup> Respondent and also placing reliance on the judgment dated 28.11.2019 of the Apex Court reported in (2020) 15 SCC 706 in Deep Industries Ltd., Vs. Oil & Natural Gas Corporation Ltd., & Another contended that the present writ petition should not be entertained under Article 226 of the Constitution since an effective alternative remedy is available to the aggrieved person.

### **DISCUSSION AND CONCLUSION**

8. A bare perusal of the deed of lease dated 12.02.2022 entered into between the 2<sup>nd</sup> Respondent and the Petitioner herein in particular Clause 7(e) which deals with Termination, states that whenever the deed of lease is terminated by the lessor for breach of conditions of deed of lease committed by the lessee, the lessor is at liberty to initiate eviction proceedings and recovery of amounts due from the lessee as per the provisions including A.P. Public Premises (Eviction of Unauthorized Occupants) Act, 1968, and A.P. Revenue Recovery Act, 1864 and A.P. Rent Revenue Sales Act, 1839.

9. A bare perusal of the material on record clearly indicates that Petitioner obtained interim orders against 2<sup>nd</sup> Respondent dated 21.03.2023 in W.P.No.8011 of 2023



suspending the termination order dated 14.03.2023 and the said order is in force as on date. The Petitioner obtained interim orders dated 13.04.2023 in W.P.No.10289 of 2023 inter alia directing 2<sup>nd</sup> Respondent not to interfere with the possession and activities of the Petitioner, if Petitioner is taking action as per Deed of Lease, and the said order is in force as on date. The Petitioner filed W.P.No.2648 of 2024 to restrain GHMC from interfering with the possession of the Petitioner and on 02.02.2024, the Petitioner obtained interim order in his favour directing parties to maintain status quo with respect to the subject property and further directed GHMC to follow due process of law before taking any action with respect to the subject property. The said orders are in force as on date.

10. The counter affidavit filed on behalf of 2<sup>nd</sup> Respondent at Paragraph 15, a specific stand is taken by the 2<sup>nd</sup> Respondent that since the learned Arbitrator in the order dated 02.12.2023 clearly stated that, the interim protection stands vacated in case of non-compliance, as there was no legal impediment to take over the subject

property, therefore, the 2<sup>nd</sup> Respondent had taken over the possession on 15.03.2024 by conducting panchnama.

11. This Court opines that the Petitioner and the 2<sup>nd</sup> Respondent are governed by the terms of the agreement and the terms of agreement entered into between the Petitioner and the 2<sup>nd</sup> Respondent dated 12.02.2022 should be placed on the pedestal of the highest priority for interpretation. In the present case admittedly as borne on record, it is mandatory for the 2<sup>nd</sup> Respondent to follow the procedure as stipulated in Clause 7(e) of Deed of Lease dated 12.02.2022 which clearly indicates that in the event the Deed of Lease is terminated the 2<sup>nd</sup> Respondent shall follow the provisions of Telangana Public Premises (Eviction of Unauthorized Occupants) Act, 1968 for evicting the petitioner from the subject premises.

12. In so far as the plea of the learned Advocate General is concerned with regards to the fact that the Petitioner should pursue the alternate remedy available to him, the same is answered by referring to the judgment of the Apex Court dated 20.04.2021 reported in (2021) 6 SCC 771 in M/s. Radhakrishnan Industries Vs. State of

Himachal Pradesh, which referred to Whirlpool Corporation Vs. Registrar of Trade Marks reported in (1998) 8 SCC 1 and the said view had been reiterated in a recent full bench judgment reported in (2021) SCC Online SC 801 in Magadh Sugars & Energy Ltd., Vs. State of Bihar & Others. The principles governing the exercise of writ jurisdiction by the High Court in the presence of an alternate remedy had been summarized in the said judgment at Para 28 and the same is extracted hereunder:

**“28. The principles of law which emerge are that:**

**(i) The power under Article 226 of the Constitution to issue writs can be exercised not only for the enforcement of fundamental rights, but for any other purpose as well;**

(ii) The High Court has the discretion not to entertain a writ petition. One of the restrictions placed on the power of the High Court is where an effective alternate remedy is available to the aggrieved person;

(iii) Exceptions to the rule of alternate remedy arise where **(a) the writ petition has been filed for the enforcement of a fundamental right protected by Part III of the Constitution;**

**(b) there has been a violation of the principles of natural justice;** (c) the order or proceedings are wholly without jurisdiction; or (d) the vires of a legislation is challenged;

(iv) An alternate remedy by itself does not divest the High Court of its powers under Article 226 of the Constitution in an appropriate case though ordinarily, a writ petition should not be entertained when an efficacious alternate remedy is provided by law;

(v) When a right is created by a statute, which itself prescribes the remedy or procedure for enforcing the right

or liability, resort must be had to that particular statutory remedy before invoking the discretionary remedy under Article 226 of the Constitution. This rule of exhaustion of statutory remedies is a rule of policy, convenience and discretion;

(vi) In cases where there are disputed questions of fact, the High Court may decide to decline jurisdiction in a writ petition. However, if the High Court is objectively of the view that the nature of the controversy requires the exercise of its writ jurisdiction, such a view would not readily be interfered with."

**This Court opines that the present case falls under Clause (i), Clause (iii)(a) (b) of para 28 of the Apex Court judgment extracted above.**

**13. The Apex Court in the judgment reported in Unitech Ltd., vs. Telangana State Industrial Infrastructure Corporation (TSIIC) and Others, reported in (2021) 16 SCC 35, dt. 17.02.2021 at paras 38, 39, 39.3, and 39.4 observed as under :**

"38. Much of the ground which was sought to be canvassed in the course of the pleadings is now subsumed in the submissions which have been urged before this Court on behalf of the State of Telangana and TSIIC. As we have noted earlier, during the course of the hearing, the learned Senior Counsel appearing on behalf of the State of Telangana and TSIIC informed the Court that the entitlement of Unitech to seek a refund is not questioned nor is the availability of the land for carrying out the

project being placed in issue. The learned Senior Counsel also did not agitate the ground that a remedy for the recovery of moneys arising out a contractual matter cannot be availed of under Article 226 of the Constitution. However, to clear the ground, it is necessary to postulate that recourse to the jurisdiction under Article 226 of the Constitution is not excluded altogether in a contractual matter. A public law remedy is available for enforcing legal rights subject to well-settled parameters.

39. A two-Judge Bench of this Court in *ABL International Ltd. v. Export Credit Guarantee Corpn. of India Ltd.* [*ABL International*] analysed a long line of precedent of this Court to conclude that writs under Article 226 are maintainable for asserting contractual rights against the State, or its instrumentalities, as defined under Article 12 of the Indian Constitution.

39.3. Article 23.1 of the development agreement in the present case mandates the parties to resolve their disputes through an arbitration. However, the presence of an arbitration clause within a contract between a State instrumentality and a private party has not acted as an absolute bar to availing remedies under Article 226 (*Harbanslal Sahnia v Indian Oil Corpn. Ltd.*, (2003) 2 SCC 107).

**39.4. If the State instrumentality violates its constitutional mandate under Article 14 to act fairly and reasonably, relief under the plenary powers of Article 226 of the Constitution would lie. This**

**principle was recognised in ABL International (ABL International case, SCC p. 572, para 28)**

"28. However, while entertaining an objection as to the maintainability of a writ petition under Article 226 of the Constitution of India, the court should bear in mind the fact that the power to issue prerogative writs under Article 226 of the Constitution is plenary in nature and is not limited by any other provisions of the Constitution. The High Court having regard to the facts of the case, has a discretion to entertain or not to entertain a writ petition. The Court has imposed upon itself certain restrictions in the exercise of this power. (See Whirlpool Corpn. v. Registrar of Trade Marks<sup>19</sup>.) And this plenary right of the High Court to issue a prerogative writ will not normally be exercised by the Court to the exclusion of other available remedies unless such action of the state or its instrumentality is arbitrary and unreasonable so as to violate the constitutional mandate of Article 14 or for other valid and legitimate reasons, for which the Court thinks it necessary to exercise the said jurisdiction."

**14. When three (3) writ petitions filed by the petitioner are pending final adjudication on the file of this Court and the Petitioner having interim orders in petitioner's favour as on date and when the matters are subjudice this Court opines that the very action of the 2<sup>nd</sup> Respondent in seeking to seal the subject premises in itself is illegal, since the 2<sup>nd</sup> Respondent is duty bound to follow the procedure prescribed under the Telangana Public Premises (Eviction of Unauthorized Occupants) Act, 1968**

while evicting the petitioner from the subject premises since as per the provisions of the said Act, the 2<sup>nd</sup> Respondent is bound to issue a show cause notice to the Petitioner and afford an opportunity of hearing to the Petitioner prior to sealing the petitioner from the subject premises. The 2<sup>nd</sup> Respondent is bound to follow the terms of Deed of Lease dt. 12.02.2022 and cannot initiate coercive steps against the Petitioner contrary to rule of law.

15. The Apex Court in the judgement reported in AIR 1991 SC 537 in Shrilekha Vidyarthi Vs. State of U.P. observed as under :

“We therefore find it difficult and unrealistic to exclude the State actions in contractual matters after the contract has been made, from the purview of judicial review to test its validity on the anvil of Article 14”.

**16. Taking into consideration :**

- a) The above said facts and circumstances of the case.
- b) The averments made in the counter affidavit filed on behalf of Respondent No.2,
- c) The observations of the Apex Court in the judgments reported in
  - (i) (2021) 6 SCC 771 in M/s. Radhakrishnan Industries Vs. State of Himachal Pradesh,

**(ii) (1998) 8 SCC 1 in Whirlpool Corporation Vs. Registrar of Trade Marks,**

**(iii) (2021) 16 SCC 35 in Unitech Ltd., vs. Telangana State Industrial Infrastructure Corporation (TSIIC) and Others,**

**(iv) AIR 1991 SC 537 in Shrilekha Vidyarthi Vs. State of U.P (referred to and extracted above),**

**d) Taking into consideration Clause 7(e) of Deed of Lease dated 12.02.2022 entered into between the Petitioner and the 2<sup>nd</sup> Respondent, the writ petition is allowed as prayed for.**

Miscellaneous petitions, if any, pending in this Writ Petition, shall stand closed.

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**SUREPALLI NANDA,J**

**Date: 03.06.2024**

Note: L.R. copy to be marked

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