



**IN THE HIGH COURT OF ANDHRA PRADESH :: AMARAVATI
(Special Original Jurisdiction)**

[3209]

THURSDAY ,THE TWENTY NINTH DAY OF FEBRUARY
TWO THOUSAND AND TWENTY FOUR

**PRESENT
HON'BLE SRI JUSTICE NINALA JAYASURYA**

WRIT PETITION NO: 5313 OF 2024

Between:

M/S NATURE GATEWAY HOTEL AND RESORTS AND CONSORTIUM OF M/S DWARAKA INN ...**PETITIONERS**

AND

THE STATE OF ANDHRA PRADESH AND OTHERS ...**RESPONDENTS**

Counsel for the Petitioner : SRI. K BHEEMA RAO

Counsel for the Respondents : GP FOR TOURISM (AP)

The Court made the following **INTERIM ORDER:**

I.A. No.1 of 2024

Heard Mr.O.Manohar Reddy, Learned Senior Counsel appearing for the petitioner, who made submissions, *inter alia* with reference to the averments made in the affidavit filed in support of the writ petition.

Learned Senior Counsel submits that pursuant to the invitation of the applications for selection of agencies for development, operation and maintenance of Andhra Pradesh Tourism Development Cooperation properties at Antharvedhi, Kotipally, Rampachowdavaram, Kovvuru and Baruva in Andhra Pradesh, the petitioner became the successful bidder in respect of the property/beach resort situate in Baruva in Srikakulam District. He submits that an agreement was entered into between the petitioner and the 2nd respondent on 03.10.2019 and in the meanwhile due to Titli Cyclone, the property was damaged and the petitioner renovated the same by spending huge amount of more than Rs.1.00 Crore (Rupees one crore). He submits that the Engineering Team of the 2nd respondent estimated the expenditure incurred by the petitioner for renovation of the

subject matter property/resort at Rs.98.00 lakhs (Rupees ninety eight lakhs). Be that as it may.

Learned Senior Counsel submits that due to outbreak of Covid, the petitioner could not operate the resort effectively and therefore, requested for extension of lease period. He submits that the 2nd respondent agreed for waiver of rentals in respect of the subject matter property/resort. In this regard, learned Senior Counsel submits that the petitioner, even according to the 2nd respondent, has spent Rs.98.00 Lakhs for repairs/renovation of the resort, and without deducting the said amounts, the 2nd respondent is insisting for payment of arrears of rentals. Such an action on the part of the 2nd respondent, learned counsel submits, is not tenable in Law and as coercive steps are being taken to invoke the Bank guarantee, in the event of which, the petitioner would suffer serious prejudice and irreparable loss, the present writ petition is filed. He, accordingly, seeks interim orders as sought for.

Learned counsel for the 2nd respondent seeks time to secure written instructions in the matter.

List the matter on 21.3.2024.

Considering the submissions made, there shall be interim direction, as prayed for.

February 29, 2024.
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NINALA JAYASURYA, J