

HIGH COURT OF ANDHRA PRADESH : AT AMARAVATI

MAIN CASE No.: W.P.No.9462 of 2026

PROCEEDING SHEET

SL. NO.	DATE	ORDER	OFFICE NOTE
02	10.04.2026	<p><u>GRKP, J</u></p> <p>Heard Sri A.K. Kishore Reddy, learned Counsel for the Writ Petitioner and Sri S. Vijay Kumar, learned Counsel representing Sri A.S.C. Bose, learned Standing Counsel for Municipal Corporation.</p> <p style="text-align: center;"><u>I.A.Nos.01 & 02 OF 2026</u></p> <p>2. I.A.No.01 of 2026 is filed seeking grant of stay of the impugned Proceeding dated 04.02.2026.</p> <p>3. I.A.No.02 of 2026 is filed seeking a direction to the Station House Officer not to act on the complaint submitted by the Respondent No.3 to register FIR.</p> <p>4. The facts in this case would indicate that the Petitioner has secured a contract, after being the successful bidder, in the auction held on 29.03.2025. In terms of the auction, the Petitioner was required to pay auction amount of Rs.81,10,000/-. In compliance with the conditions, the Petitioner has deposited a sum of Rs.24,00,000/- along with GST of 18% and other</p>	

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		<p>charges including the EMD on the next date that is on 30.03.2025. The Respondents are required to register the Lease Deed in favour of the Petitioner on 01.04.2025. Admittedly, the lease period is from 01.04.2025 to 31.03.2026. Despite the demand made by the Petitioner on 04.02.2026, the Respondents have not registered the agreement. One of the conditions in the Tender Notice indicates that the contract would be finalized after the Council passes resolution to that effect. However, the facts would indicate that the Council did not show any urgency in passing a Resolution in favour of the Writ Petitioner.</p> <p>5. As the time is running out inasmuch as the time is the essence, the Petitioner was constrained to file W.P.No.18987 of 2025 before this Court for deduction of the contractual amount due to the delay in allowing the Petitioner to execute the contract. The said Writ Petition was disposed of by this Court vide Order dated 28.07.2025 by directing the 2nd Respondent therein to execute the lease deed, subject to the petitioner submitting the bank guarantee as called upon.</p> <p>6. Thereafter, on 29.07.2025, the Petitioner</p>	

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		<p>has received notice indicating that the lease secured by the Petitioner is cancelled. The Petitioner was once again constrained to approach this Court by filing W.P.No.20645 of 2025. This Court, vide Order dated 05.08.2025, had allowed the Writ Petition by setting aside the impugned Proceeding dated 29.07.2025 cancelling the lease of the Petitioner with a further direction to the Respondents to comply with the directions given by this Court on 28.07.2025 in W.P.No.18987 of 2025. This Court also further directed that the entire process shall be completed within seven (07) days.</p> <p>7. In utter disregard to several directions given by this Court in two earlier rounds of litigation, the Respondents did not comply with the two Orders passed by this Court for the reasons best known to them. This Court, would, at a later date, consider the initiation of <i>suo moto</i> Contempt Proceedings against the erring Officers for non-compliance of the earlier Orders of this Court.</p> <p>8. However, the above stated facts would indicate that the balance of convenience is in favour of the Writ Petitioner. Accordingly, I.A.No.01 of 2026 is allowed and the impugned</p>	

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		<p>Proceeding dated 04.02.2026 is stayed, until next listing.</p> <p>9. I.A.No.02 of 2026 is allowed and the Station House Officer is directed to not to register FIR against the Writ Petitioner based on the complaint given by the Respondent No.3.</p> <p style="text-align: right;">_____ GRKP, J</p> <p style="text-align: center;"><u>W.P.No.9462 of 2026</u></p> <p>10. Let Counter-Affidavits be filed within four weeks. Two weeks thereafter, for filing Rejoinder, if any.</p> <p>11. List on 10.07.2026.</p> <p style="text-align: right;">_____ GRKP, J</p> <p>Mnr</p>	

