



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

[3329]

**TUESDAY, THE TWENTY EIGHTH DAY OF APRIL
TWO THOUSAND AND TWENTY SIX**

PRESENT

THE HONOURABLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

WRIT PETITION NO: 9983/2026

Between:

1.M/S SIVARANI AGENCIES AND TRADERS,, SHOP NO. G16,
GROUND FLOOR, SIDDIRAMAPPA SHOPPING COMPLEX,
SRISAILAM - 518101, NANDYAL DISTRICT. REP. BY ITS
PROPRIETOR SMT. SIVARANI BAI, W/O. UMAMAHESWAR SINGH,
AGE 46 YEARS

...PETITIONER

AND

1.THE STATE OF ANDHRA PRADESH, REP. BY ITS PRINCIPAL
SECRETARY, REVENUE (ENDOWMENTS) DEPARTMENT
SECRETARIAT, VELGAPUDI - 522237, AMARAVATHI, GUNTUR
DISTRICT.

2.THE COMMISSIONER, ENDOWMENTS DEPARTMENT, GOLLAPUDI
- 521225, VIJAYAWADA, NTR DISTRICT.

3.SRI BRAHAMRAMABA MALLIKARJUNA SWARNYVARLA
DEVASTHANAM, SRISAILAM - 518101, NANDYAL DISTRICT REP.
BY ITS EXECUTIVE OFFICER

4.SRI MUNUGOTI SRINIVASA RAO, SPL. GRADE DEPUTY
COLLECTOR AND EXECUTIVE CFFICER OF SRI BRAHAMRAMABA
MALLIKARJUNA SWARNYVARLA DEVASTHANAM SRISAILAM -
518101, NANDYAL DISTRICT

5.SRI MACHIPALLI NARASIMHA REDDY, EXECUTIVE ENGINEER IN
SRI BRAHAMRAMABA MALLIKARJUNA SWARNYVARLA

DEVASTHANAM SRISAILAM - 518101, NANDYAL DISTRICT

...RESPONDENT(S):

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the affidavit filed therewith, the High Court may be pleased topleased to issue an appropriate Writ order or direction more particularly, one in the nature of Writ of Mandamus, declaring the action of the respondents No. 3 to 5 in not allowing the petitioner to run the shop Nos. 5 and 6 situated at central reception office at 3rd respondent temple with the tin shed and also not releasing the payments of Earnest Money Deposits, Additional Security Deposits, Further Security Deposits and arrears of bills to the tune of Rs.56,00,000/- (Rupees Fifty Six Lakhs only) for the liabilities completed as bad, illegal, arbitrary, without Jurisdiction, violative of principles of natural justice, and violative of Articles 14, 19(1)(g) and 21 of Constitution of India and consequently direct the respondents 3 to 5 to permit the petitioner to run the subject shop with sheds and to forthwith release the payments due to the petitioner.firm with interest and pass

IA NO: 1 OF 2026

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased Pleased to direct the 3rd respondent to permit the petitioner to run the shop Nos. 5 & 6 situated at central reception office at 3rd respondent temple with sheds and pass

IA NO: 2 OF 2026

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased Pleased to direct the 3rd respondent to forthwith release the payments of Earnest Money Deposits, Additional Security Deposits, Further Security Deposits and arrears of bills to the tune of Rs.56,00,000/- (Rupees Fifty Six Lakhs only) and pass

Counsel for the Petitioner:

1.D V SASIDHAR

Counsel for the Respondent(S):

1.T VENU GOPAL SC FOR ENDOWMENTS (RAYALASEEMA REGION)

2.GP FOR ENDOWMENTS

The Court made the following:

THE HON'BLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

WRIT PETITION No.9983 OF 2026

ORDER:-

This writ petition is filed under Article 226 of the Constitution of the India seeking the following reliefs:-

“to issue an appropriate Writ, Order or direction more particularly one in the nature of Writ of Mandamus declaring the action of the respondent Nos.3 to 5 in not allowing the petitioner to run the shop Nos.5 and 6 situated at central reception office at 3rd respondent temple with the tin shed and also not releasing the payments of Earnest Money Deposits, Additional Security Deposits Further Security Deposits and arrears of bills to the tune of Rs.56,00,000/-(Rupees Fifty Six Lakhs only) for the liabilities completed as bad, illegal, arbitrary, without Jurisdiction, violative of principles of natural justice and violative of Articles 14, 19(1)(g) and 21 of Constitution of India and consequently direct the respondents 3 to 5 to permit the petitioner to run the subject shop with sheds and to forthwith release the payments due to the petitioner firm with interest and pass such other order or orders....”

2. Heard learned counsel for the petitioner, learned Government Pleader and learned Standing Counsel appearing for the respondents.

3. The case of the petitioner is that the petitioner herein became the successful bidder in the public auction had been conducted in respect of shop Nos. 5 and 6 situated at central reception office within the premises of Administration office of the 3rd respondent-temple. While so, the petitioner and other shops owners who are lessees of shops at central reception office extended their shops (plinth area) towards road side by erecting tin sheds for convenience of the customers. The main objective to construction of the tin

sheds is to prevent sun shade and to provide some shelter to the customers. The other shop lease holders also got constructed similar front side tin shed in respect of their shops situated at the central reception office and the same has been constructed by a same contractor. While so, by an unruly method of pick and choose, the respondent authorities issued a notice to the petitioner only leaving the other lease holders, who are similarly situated and directed the petitioner to remove the tin shed before his shop Nos. 5 and 6.

4. Learned counsel for the petitioner further submits that the petitioner had deposited the Earnest Money Deposit and paid advance amount for a period of three months as per the terms of the auction. But the respondent authorities did not permit the petitioner to continue the business and not permitting the petitioner to enter any agreements in respect of shops against which the petitioner was selected as successful bidder. Learned counsel for the petitioner further submits that the petitioner also prayed for payment of contractual amounts, which are due with the respondents on the account of so many contracts entrusted to him. He also submits that even though the works were completed and bills were submitted in the year 2023-24 itself for payment, so far, for the reasons best known to them, no amount has been released as per the terms of the agreement entered between the petitioner and the respondent No.3.

5. On the other hand, learned Standing Counsel furnished written instructions dated 23.04.2026 issued by respondent No.3, wherein, it is stated that the petitioner occupied the open area/ circulation area in front of the shops

by constructing tin sheds without there being any valid permission or approval from authority concerned which is contrary to the terms of the auction and also contrary to law. He further submits that pursuant to the complaints received from the general public the construction of unauthorized tin sheds at central reception office is causing inconvenience to the public and moving traffic. To get rid of all these problems, the petitioner was issued impugned notice. As contended by the learned counsel for the petitioner, the petitioner only was issued notice is not correct. The respondent No.3 is taking steps for removal of all other unauthorized constructions of tin sheds particularly situated at central reception office. He further submits that if the petitioner is stick on to the extent of area for which lease was proposed and for which petitioner was selected as successful bidder, the respondent No.3 is ready to enter agreement subject to payment of further advance for a period of nine months as per the terms of the auction notice.

6. Learned counsel for the respondents also furnished written instructions regarding other claims of the writ petition i.e., regarding the amount claimed in respect of works which were executed by the petitioner. The relevant portion of the said instructions is extracted hereunder:

S.NO.	NAME OF THE WORK	FILE NO	AMOUNT	REMARKS
	<i>CIVIL</i>			
<i>1.</i>	<i>Supply of Coir Mat Rolls to Main Temple in SrisailaDevasthanam, Srisailam</i>	<i>E2/5950/2024</i>	<i>21,62,791.00</i>	<i>File submitted for scrutiny at audit wing</i>

2.	Cost, Supply and Delivery of Garden Pots for plants in SrisailaDevastanam in view of Honourable Prime Minister visit on Dt.16.10.2025 (On Rate Contract)	E2/436287/2025	2,00,233.00	File Circulation for bill payment
Total			23,63,024.00	

Statement of EMD, ASD & FSD

S. No	Name of the work	File no.	EMD	ASD	FSD	Bill Date	Remarks
	i)Refund of deposits related woks						
	CIVIL WORKS						
1.	Cost, Supply and Delivery of furniture to Devasthanam Hospital	E1/4033 /2024	8,750.00	-	-	-	Due to Donation furniture items to Devasthanam, so this work was not executed
2.	Cost, Supply and Delivery of beds to Ganga, Gouri, Mallikarjuna and PathaleswaraSad an	E2/136/ 2023	80,700.00	-	59,121.00	24.09.2023	To be released
3.	Cost, Supply and Delivery of beds and pillows to Nandeeswara Dormitory Belongs to SrisailaDevastha nam, Srisailam	E2/3479 /2022	37,600.00	-	28,204.00	16.02.2023	To be released
4.	Supply of Coir Mating to SrisailaDevastha nam, Srisailam	E2/4567 /2023	23,100.00	9,410.00	-	09.02.2024	To be released

5.	<i>Procurement of survey Ballies in view of Mahasivarathri Festival-2024 belongs to SrisailaDevasthanam, Srisailam</i>	<i>E2/65/2024</i>	<i>5,000.00</i>	<i>-</i>	<i>-</i>	<i>19.03.2024</i>	<i>To be released</i>
6.	<i>Procurement of traffic police jackets and lightening batters in view of Mahasivarathri and Ugadhi Festivals-2024</i>	<i>E2/5432/2023</i>	<i>5,000.00</i>	<i>-</i>	<i>-</i>	<i>19.03.2024</i>	<i>To be released</i>
7.	<i>Providing New Fume Exhaust System and Annual Maintenance Contract (One Year) in Annadanam Kitchen Belongs to SrisailaDevasthanam, Srisailam 1st and part bill</i>	<i>E2/5745/2023</i>	<i>34,150.00</i>	<i>-</i>	<i>-</i>	<i>23.03.2025</i>	<i>Maintenance work is going on</i>
8.	<i>Cost, Supply and Delivery of Packaged Drinking water bottles, with a quantity of 300ml, 500ml in view of Mahasivarathri and Ugadi Festivals-2025(on rate contract)</i>	<i>E2/416094/2025</i>	<i>50,000.00</i>	<i>-</i>	<i>-</i>	<i>29.03.2025</i>	<i>To be released</i>
9.	<i>Erection and removal of flexi boards and arches in view of Mahasivarathri and ugadi festivals-2023</i>	<i>E2/6588/2022</i>	<i>15,600.00</i>	<i>-</i>	<i>-</i>	<i>04.12.2023</i>	<i>To be released</i>
10.	<i>Cost, Supply and Delivery of</i>	<i>E2/4845</i>	<i>21,700.00</i>	<i>8,840.</i>	<i>16,015.00</i>	<i>29.02.2024</i>	<i>To be</i>

	<i>Folding typed single beds and pillows for GaneshaSadan</i>	<i>/2023</i>		<i>00</i>			<i>released</i>
11.	<i>Cost Transportation and Supply of Garden Tools (on rate Contract)</i>	<i>H3/3121 /2024</i>	<i>25,000.00</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>To be released (work order not issued)</i>
			306,600.00	18,250.00	103,340.00		
	Electrical Supply & Water Supply Works						
1.	<i>Hire Charges for providing LED Screens at various places in temple premises in view of Ugadi Festival-2021</i>	<i>E3/3253 /2020</i>	<i>11,000.00</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>File circulation for release of EMD</i>
2.	<i>Supply, Transportation, Installation and Commissioning of Large Space air Coolers to que complex, main temple and que lines</i>	<i>E3/4806 /2019</i>	<i>62,300.00</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>File Circulation for bill payment (Audit)</i>
3.	<i>Hiring of two certificated operators solar system cooking system at Annadanam building in SrisailaDevasthan am, Srisailam</i>	<i>E3/1808 /2023</i>	<i>30,000.00</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>Work order issued. Agreement was not concluded because operators were not provided</i>
4.	<i>Supply of Accessories to CCTV Control Room</i>	<i>E8/5377 /2021</i>	<i>10,000.00</i>	<i>-</i>	<i>-</i>	<i>07.02.2022</i>	<i>To be released EMD</i>
5.	<i>Supply and Erection of Accessories for</i>	<i>E8/4299 /2021</i>	<i>15,000.00</i>	<i>-</i>	<i>-</i>	<i>26.08.2022</i>	<i>To be released</i>

	<i>Broadcasting of Srisaila TV Programmes in Ganga Sadan and Mallikarjuna Sadan</i>						<i>EMD</i>
6.	<i>Supply, Delivery and Commissioning of 43" LED TV's to Q-Complex</i>	<i>E8/856/2022</i>	<i>25,000.00</i>	<i>-</i>	<i>-</i>	<i>23.04.2022</i>	<i>To be released EMD</i>
7.	<i>Supply of Material to Srisaila TV Channel (Rate Contract)</i>	<i>E8/7676/2022</i>	<i>25,000.00</i>	<i>-</i>	<i>-</i>	<i>14.05.2023</i>	<i>To be released EMD</i>
8.	<i>Supply of People Counting Cameras and HHMD's to SrisailaDevasthanam</i>	<i>E8/415449/2025</i>	<i>30,000.00</i>	<i>-</i>	<i>-</i>	<i>-</i>	<i>Work order issued, but agreement was not concluded</i>
			<i>208,300.00</i>				
	Grand Total	<i>306,300.00+18,250+103340+20830.00</i>					<i>6,36,490.00</i>

7. Learned counsel for the respondents further submits that the amounts as admitted herein will be processed in due course.

8. Heard both the learned counsel and perused the material placed on record. On perusal of the facts placed on record, the fact remains that the petitioner has become the successful bidder in respect of shop Nos. 5 and 6 admeasuring to an extent of 224 sq.ft situated at central reception office of respondent No.3-temple. It is further observed that the petitioner paid all the required deposits and amounts as per the terms of the auction notice except payment of 9 months period advance amount out of 12 months period. It is

also an admitted fact that the petitioner and others got constructed tin sheds in front of the subject shops without there being valid permission and by occupying open space at reception office is not only contrary to law but also terms of auction notice. Therefore, if the same were not removed by the petitioner, respondent No.3 is entitled to take appropriate steps in accordance with law. It is further observed that the respondent No.3 temple has expressed its readiness to issue permission to commence business and to enter into required agreement as per the terms of the auction notice subject to payment of 9 months advance lease amount. As contended by the learned counsel for the petitioner, the petitioner is ready to enter agreement and to hold leased premises as per the terms of the auction notice. Further, the demolition of tin shed is concerned, the temple authorities shall take action not only against the petitioner but also against the others, who are similarly situated is to be considered and same can be directed that the respondent authorities would take appropriate action to remove all the encroachments including the shed of the petitioner.

9. In view of the admission made by the learned Standing Counsel by way of written instructions admitting the amounts payable to the petitioner as extracted above, the respondents are directed to pay the amount as early as possible, more particularly, within a period of three months from the date of receipt of a copy of this order.

10. In view of the reasons stated above, this Court is of the considered opinion that the present Writ Petition can be disposed of, directing the

respondents to take appropriate action regarding unauthorized constructions not only in respect of the petitioner and other lease holders, if any, situated at central reception office by following due process of law. Further, the respondents are directed to pay the amounts, as admitted, as early as possible, more particularly, within a period of three months from the date of receipt of a copy of this order.

11. With the above directions, the present Writ Petition is disposed of. No costs.

As a sequel, miscellaneous applications pending, if any, shall also stand closed.

VENKATESWARLU NIMMAGADDA, J

Date:28.04.2026
BSP

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THE HON'BLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

WRIT PETITION NO: 9983/2026

Date:28.04.2026
BSP