



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

[3329]

FRIDAY, THE FIRST DAY OF MAY
TWO THOUSAND AND TWENTY SIX

PRESENT

THE HONOURABLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

WRIT PETITION NO: 12661/2026

Between:

1. MINAXI HEALTH AND EDUCATIONAL RURAL DEVELOPMENT SOCIETY,, HAVING ITS REGISTERED OFFICE AT H.NO.76/97, YB - 1 YELKURU BANGLOWS, BEHIND RATION STATION, ULCHALA ROAD, KALLUR, KURNOOL CITY AND DISTRICT, PIN CODE 518003, REPRESENTED BY ITS GENERAL SECRETARY, SAYA VIJAYA KUMAR, S/O SAYA NARASAPPA, AGED ABOUT 54 YEARS, R/O H.NO.76/97, YB - 1, YELKURU BANGLOWS, BEHIND RATION STATION, ULCHALA ROAD, KALLUR, KURNOOL CITY AND DISTRICT, PIN CODE 518003

...PETITIONER

AND

1. THE STATE OF ANDHRA PRADESH, REP. BY ITS PRINCIPAL SECRETARY, HEALTH, MEDICAL AND FAMILY WELFARE DEPARTMENT SECRETARIAT BUILDING, VELAGAPUDI. PIN CODE 522238.

2. THE DISTRICT COLLECTOR CUM CHAIRMAN HOSPITAL DEVELOPMENT SOCIETY, KURNOOL. PIN CODE 518002. GOVERNMENT GENERAL HOSPITAL, KURNOOL, REPRESENTED BY ADDL. DME / SUPERINTENDENT, PIN CODE 518002.

3. GOVERNMENT GENERAL HOSPITAL, KURNOOL, REPRESENTED BY ADDL. DME / SUPERINTENDENT, PIN CODE 518002.

...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 to issue a Writ more particularly one in the nature of Writ of Mandamus, i. Declaring the proceedings that were issued by the Respondent No.3 through its Addl. DME / Superintendent vide Rc.No.Medical outlets / G1 / GGH / KMS / KNL / 2026 dated 27.04.2026, by virtue of which, the Petitioner Society was directed to vacate Jeevanadhara Medical Outlets that have been allotted on Lease and to handover the same to the hospital authorities by 04.05.2026, without following the procedure established under Clause 13 of the Memorandum of Understanding entered on 05.05.2023 and without considering the representation submitted on 29.04.2026, as being illegal, arbitrary, unjust, violative of Articles 14, 19(1)(g) and 21 of the Constitution of India, violative of the Memorandum of Understanding dated 05.05.2023 and violative of the Principles of Natural Justice Consequently set aside Rc.No.Medical outlets / G1 / GGH / KMS / KNL / 2026 dated 27.04.2026, that has been issued by the Respondent No.3 herein, through its Addl. DME / Superintendent, in so far as the Petitioner is concerned iii. Consequently direct the Respondents herein to continue the Petitioner Society in the Jeevanadhara Medical Outlet, as per the performance evaluation iv. And pass such

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

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

Counsel for the Petitioner:

1.VIVEKANANDA VIRUPAKSHA

Counsel for the Respondent(S):

1.GP FOR MEDICAL HEALTH FW

The Court made the following:

THE HON'BLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

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ORDER:

The present writ petition is filed under Article 226 of Constitution of India seeking following relief:

“to issue a Writ more particularly one in the nature of Writ of Mandamus

i) Declaring the proceedings that were issued by the Respondent No.3 through its Addl.DME/ Superintendent vide Rc.No.Medical outlets/G1/GGH/KMS/KNL/2026, dated 27.04.2026, by virtue, of which the Petitioner Society was directed to vacate Jeevanadhara Medical Outlets that have been allotted on Lease and to handover the same to the hospital authorities by 04.05.2026 without following the procedure established under Clause 13 of the Memorandum of Understanding entered on 05.05.2023 and without considering the representation submitted on 29.04.2026 as being illegal, arbitrary, unjust, violative of Articles 14, 19(1)(g) and 21 of the Constitution of India, violative of the Memorandum of Understanding dated 05.05.2023 and violative of the Principles of Natural Justice;

ii)Consequently set aside Rc.No.Medical outlets/G1/GGH/KMS/KNL/2026 dated 27.04.2026 that has been issued by the Respondent No.3 herein through its Addl.DME/ Superintendent, in so far as the Petitioner is concerned;

iii) Consequently direct the Respondents herein to continue the Petitioner Society in the Jeevanadhara Medical Outlet as per the performance evaluation;

iv) And pass such pass of the case order or orders”

2. Heard learned Senior Counsel for the petitioner and learned Government Pleader for the respondents.

3. The case of the petitioner is that the petitioner herein is the existing lease holder in respect of shops situated at the premises of the respondent No.3-hospital and has been running three Jeevanadhara Medical Outlets since three years. Pursuant to the Memorandum of Understanding (MoU)

entered between the petitioner and the respondents on 05.05.2020, the petitioner herein was granted license and the possession of the property was handed over to the petitioner for running Jeevanadhara Medical Outlets. As per the recitals of the MoU, the petitioner was initially granted lease for a period of three years which will be further continued based on the performance with the prior approval of the Collector and District Magistrate & Chairman, Hospital Development Society, Kurnool w.e.f., the date of possession in respect of the subject property.

4. The further case of the petitioner is that as per the proceedings issued by the Drug Control Administration, the petitioner was handed over the property for commencing its business on 14.07.2023. While so, contrary to the Clause 13 of the MOU, now the respondent authorities issued impugned proceedings dated 27.04.2026 directing the petitioner to vacate the premises and hand over the same to the hospital authorities on or before 04.05.2026 and also instructed to clear all the dues payable to the institution till the date of vacation as per the MoU/ agreement. Challenging the said proceedings, the petitioner herein preferred the present writ petition.

5. Learned senior counsel for the petitioner submits that the subject notice was issued on 27.04.2026 directing the petitioner to vacate the subject premises and handover the same to the hospital authorities on or before 04.05.2026 basing upon the date of MoU i.e., 05.05.2023, but, the

authorities did not consider the date of handovering the possession of the subject property to the petitioner as per the proceedings as indicated above. The petitioner was handed over the possession of commencing business on 14.07.2023. Therefore as per the clause 13 of the MOU, the petitioner is entitled to continue his outlets for a period of three years i.e., till 13.07.2026 but not to the date of 04.05.2026 as alleged by the respondent No.3 herein. Therefore, the impugned proceedings dated 27.04.2026 is liable to be set aside.

6. On the other hand, learned Government Pleader furnished G.O.Ms.No.327, Health Medical and Family Welfare (H2) Department, dated 30.05.2025, under which the respondent No.1 formulated a policy for establishment of "Jana-Aushadi" Stores under Pradhan Mantri Bhartiya Jana-Avushadi Pariyojana (PMBJP) Program in all the Government General Hospitals in the State by the Indian Red Cross Society which is an international voluntary organization works with an object to supply medicines at low cost, more particularly, to provide generic medicines to render better services to the poor public in respect of both the out patients and in patients in the general hospitals. In view of the said policy, the respondents issued impugned eviction notice and directed to handover the same to the red cross society for establishment of Jana-Aushadi Stores.

7. Heard learned Senior Counsel for the petitioner and learned Government Pleader for the respondents and on perusal of the material

placed on record, the fact remains that the petitioner herein is an existing lease holder in respect of Jeevandhara Outlets situated at respondent No.3-hospital premises for a period of three years i.e., 2023-2026 as per the MoU. Admittedly the MoU was entered on 05.05.2023. As such, the respondents might have been under the impression that the said lease would be expired on 04.05.2026 but the respondents might be missed regarding clause 13 of the MoU, wherein, the period of lease of three years would be calculated from the date of handovering of possession not from the date of agreement. Therefore, as contended by the learned counsel for the petitioner, the possession was handed over to the petitioner as per the proceeding dated 10.10.2023, wherein, it is indicated that the petitioner was appointed and occupied the premises for commencement of its business on 14.07.2023. As such, as per the clause 13 of the MOU, the period of lease should be calculated from that date of taking over of possession and accordingly, the lease is still subsisting till 13.07.2026 is valid and sustainable submission of the learned counsel for the petitioner and in view of the terms of clause 13 of MoU. It is further observed that in view of the policy of the respondent No.1 *vide* G.O.Ms.No.327, Health Medical and Family Welfare (H2) Department, dated 30.05.2025 for establishment of Jana-Aushadi Stores at the Government General Hospitals by the Indian Red Cross Society which is an international voluntary organization works for the betterment of public, should be identified from all the corners.

8. In view of the foregoing discussion, this Court is of the considered view that in view of the existing lease up to 13.07.2026, issuance of impugned notice is certainly contrary to the clause 13 of the MoU. Therefore, the impugned proceedings shall not be operated till 13.07.2026 in respect of the premises held by the petitioner. Accordingly, the impugned notice dated 27.04.2026 is liable to be set aside.

9. In the result, the Writ Petition is disposed of, with the following directions:

- i. The impugned proceedings dated 27.04.2026 is hereby set aside;
- ii. In view of the existence of lease and enforceable right in favour of the petitioner, the respondents are directed not to interfere with the peaceful possession and enjoyment of the subject property of the petitioner till 13.07.2026;
- iii. As contended by the learned counsel for the petitioner, the petitioner is also at liberty to make a representation for further extension and for approval to the respondent No.2 herein, within a reasonable time;
- iv. On receipt of the said representation, the respondent No.2 is empowered to consider the representation and pass appropriate orders in the given facts and circumstances of the case.

There shall be no order as to costs.

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

01.05.2026
BSP

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