

THE HON'BLE SRI JUSTICE VENKATESWARLU NIMMAGADDA**WRIT PETITION No.13960 of 2024****ORDER:**

1. This writ petition is filed to issue writ of mandamus declaring the action of Respondent No.4 in issuing impugned Notice dated 07.06.2024 without completing lease period and threatening to dispossess the petitioner by demolishing India ATM Room from the premises of 4th respondent temple as illegal, arbitrary and consequently, to set-aside the impugned notice dated 07.06.2024 forthwith to direct Respondent No.4 not to dispossess the petitioner from the premises of Respondent No.4 temple.

2. Learned counsel for the petitioner submits that the present writ petition is filed challenging the notice dated 07.06.2025 under which the petitioner was sought to be evicted from the leased premises even though the lease is existing in favour of the petitioner. He submits that the subject lease was granted in favour of the petitioner by Respondent No.4 vide proceedings dated 04.06.2022 for a period of twelve years, subject to the condition of depositing three years' rent in advance as security deposit. In compliance with the said proceedings, the

petitioner deposited the advance rent and has been operating a small kiosk for running an Indian ATM centre in the premises.

3. On the other hand, learned Standing Counsel appearing for Respondent No.4 filed counter affidavit on behalf of Respondent No.4, Executive Officer, Sri Sada Siveswara Swamy Temple, Puttur Village, Timpathi District, wherein it is stated as follows:

“5. I submitted that Sri Sada Siveswara Swamy Temple is not party to the agreement in the para 5 of the writ affidavit.

6. I submit that Sri Sada Siveswara Swamy Temple never leased out the subject property to the petitioner at any point of time, but the then Executive Officer without prior permission from the Commissioner of the Endowments Department permitted him to put a (ATM) small shed for withdrawal of cash for pilgrims who visited to temple. But there is no permission/valid lease from the competent authority.”

4. Learned Standing Counsel also submits that, as per the terms of the proviso to Rule 12(2) of the Andhra Pradesh Charitable and Hindu Religious Institutions and Endowments Immovable Properties (Other than Agricultural Lands) Lease and License Rules, 2003, the Commissioner alone is the competent authority to grant any lease in respect of endowment property. In the

present case, the alleged lease was purportedly granted by Respondent No.4 - Executive Officer of the Temple, who is neither empowered nor vested with any authority under the Rules to grant alleged lease. Furthermore, the said lease was granted without following the mandatory procedure of public auction. Therefore, the very grant of the alleged lease in favour of the petitioner is illegal and contrary to the Rules, 2003 statutory provisions. Consequently, the notice issued by Respondent No.4, is liable to be set-aside.

5. The learned Standing Counsel would further submit that, admittedly the then Executive Officer of the temple leased out the subject property to the petitioner in the past without obtaining valid permission from the Commissioner, permitting him to run the ATM kiosk. He also submits that, any occupation made by any person in respect of land or building of any charitable or religious institutions or endowment would be treated as an encroacher and submits that the petitioner's lease is not valid. Therefore, no legal right was vested with the petitioner to continue as a leaseholder in respect of the occupied premises belonging to Respondent No.4, and accordingly, the writ petition is liable to be dismissed.

6. Heard learned counsel for the petitioner and learned Standing Counsel for Endowments.

7. Upon considering the submissions advanced by both the counsel on either side and upon a careful perusal of the material available on record, it is evident that the petitioner was granted the alleged lease by the then Executive Officer of Respondent No.4 on 04.06.2022. A perusal of the lease proceedings dated 04.06.2022 does not disclose any period of the lease. However, it indicates that the petitioner was directed to deposit the fixed rental amount for three years period as advance/security deposit. The contention of the learned counsel for the petitioner that the subject lease was granted for a period of twelve years, considering the petitioner's representation dated 16.04.2024, under which he sought for lease for 12 years, the same is not valid and cannot be accepted, as the impugned proceedings do not specify any such period of lease, as alleged by the petitioner.

8. Rule 12(2) of the Andhra Pradesh Charitable and Hindu Religious Institutions and Endowments Immovable Properties (Other than Agricultural Lands) Lease and License Rules, 2003 deals with the authority of competent authority either to confirm or reject the lease or license and the annual rentals thereon and the proviso to Rule 12(2) specifies that the Commissioner shall only be the Competent Authority for approval of the leases or licenses otherwise than

by way of public auction in all cases irrespective of the category of the institution and the value of the lease.

9. The said lease was granted to the petitioner without adhering to the mandatory procedure of public auction, as such, the very grant of the alleged lease in favour of the petitioner is *ex facie* illegal and contrary to the statutory provisions. Even assuming, for the sake of argument, that the lease was granted in the manner claimed by the petitioner, but still, in view of the proviso to Rule 12(2) of the Rules, 2003, the Executive Officer of Respondent No.4 Temple is not the competent authority to grant such lease by exempting the requirement of public auction. Such grant is, therefore, contrary to the statutory provisions. Consequently, the alleged lease is not legally valid and sustainable. Hence, the petitioner cannot claim any right over the leased premises and to continue in possession of the said premises. In the absence of any legally enforceable right, the petitioner is not entitled to continue as a leaseholder in respect of the premises belonging to Respondent No.4. Accordingly, the writ petition is devoid of merit and is liable to be dismissed.

10. In view of the law discussed above, the petitioner is not entitled to continue as a leaseholder in respect of the subject premises. However, the petitioner

sought some reasonable time to vacate the premises along with all his belongings and to make an alternative arrangement. Considering the said request, the petitioner is hereby granted a period of three months' time to vacate the premises belonging to Respondent No.4 Temple. The petitioner is at liberty to submit a representation to the respondents seeking return of the deposit amount, if he is entitled, and upon such representation, the respondent authority shall consider the same and pass appropriate orders in accordance with law.

11. With the above direction, writ petition is disposed of. No costs.

12. Consequently, miscellaneous applications pending if any, shall stand closed.

VENKATESWARLU NIMMAGADDA, J

21.01.2026

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