



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

[3460]

TUESDAY, THE TWENTY FOURTH DAY OF MARCH
TWO THOUSAND AND TWENTY SIX

PRESENT

THE HONOURABLE SRI JUSTICE NYAPATHY VIJAY

WRIT PETITION NO: 28817/2025

Between:

1. SRI LAKSHMI VENKATESWARA COLLEGE OF
EDUCATION, REP. BY ITS CORRESPONDENT, SRI K.
TIRUPATAIAH, SLV BED COLLEGE BUILDING,
PANCHALINGALA, KURNOOL DISTRICT.

...PETITIONER

AND

1. THE STATE OF ANDHRA PRADESH, REP. BY ITS
PRINCIPAL SECRETARY, DEPARTMENT OF SCHOOL
EDUCATION, SECRETARIAT BUILDINGS, VELAGAPUDI,
AMARAVATHI, GUNTUR DISTRICT, A.P.

2. THE COMMISSIONER OF SCHOOL EDUCATION,
GOVERNMENT OF ANDHRA PRADESH, VENKATADRI
TOWERS, OPP. DGP OFFICE, BESIDES HAPPY
RESORTS, ATMAKUR, MANGALAGIRI, GUNTUR
DISTRICT.

3. ANDHRA PRADESH RESIDENTIAL EDUCATION
SOCIETY, REP. BY ITS SECRETARY, 3RD FLOOR,
PAMULAPATHI SIVAIAH COMPLEX, NAIDUPETA,
KORITAPADU ROAD, GUNTUR DISTRICT.

4. APR SCHOOL FOR MINORITIES GIRLS E/M, REP. BY ITS PRINCIPAL, DISTRICT JAIL ROAD, PANCHALINGALA VILLAGE, KURNOOL DISTRICT - 518 004.
5. THE CHIEF ENGINEER, ROADS AND BUILDINGS, LABBIPETA, VIJAYAWADA, KRISHNA DISTRICT.
6. THE EXECUTIVE ENGINEER, ROADS AND BUILDINGS, BELLARY ROAD, RIVER VIEW COLONY, KURNOOL, KURNOOL DISTRICT - 518 004.

...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, Order or direction more particularly one in the nature of Writ of Mandamus the action of the respondent in issuing proceedings in Rc.No.ESE53- ENGG0MISC/13/2020-25SE, Dt.22.08.2025 in with holding the amount of Rs. 12,54,390/- and stop further rent payments until the entire execs amount is fully adjusted and the recovery figure becomes ZERO and any execs amount is paid it would be recovered from the building owner without any intimation in respect of the building occupied by AP Residential School (Minority Girls), Kurnool at Panchalingala, Kurnool District as bad, illegal, improper, arbitrary and against the Principles of natural justice and offends Articles 14,16,19 and 21 of the Constitution of India and contrary to the agreement Dt.05.09.2022 between the petitioner and the 4th respondent school and consequently set aside the same and direct the respondents to pay the rent payable to the petitioner building premises as per the agreement Dt.05.09.2022

IA NO: 1 OF 2025

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 to suspend the

proceedings Rc.No.ESE53- ENGGOMISC/13/2020-25SE,
Dt.22.08.2025 pending disposal of the above writ petition

Counsel for the Petitioner:

1.AMARENDRA JILLELLA

Counsel for the Respondent(S):

1.GP FOR ROADS BUILDINGS

2.VINOD KUMAR TARLADA SC For
APREIS,BCW,SCW,TBW EIS,RAYALASEEMA,PRK,NLR,

3.GP FOR SCHOOL EDUCATION

The Court made the following:

HON'BLE SRI JUSTICE NYAPATHY VIJAY**W.P.No.28817 of 2025****O R D E R:**

The present Writ Petition is filed questioning the action of Respondents in issuing proceedings in Rc.No.ESE53-ENGG0MISC/13/2020-25SE, dated 22.08.2025 in withholding the amount of Rs.12,54,390/- as illegal and arbitrary.

2. The facts leading to filing of the writ petition are as follows:

Petitioner is owner of a building located in Sy.No.376, Panchalingala Village, Kurnool Mandal and District of an extent of 23893 sq.ft. The said building was leased out to Respondent No.4 effective from 05.09.2022 and a lease deed was executed fixing lease at Rs.2,38,933/- from 01.09.2022 to 31.08.2024 i.e. Rs.10/- per square feet. While so, on an anonymous complaint, the rent was stopped from August, 2023. On 17.1.2024, Respondent No.3 directed Respondent No.4 not to disburse rents and also called for remarks regarding discrepancy of the building.

3. As the rents are not being paid, the Petitioner gave representation to Respondent Nos.3 and 4 to vacate the premises, but there was no action thereon. While so, the

impugned proceedings were issued by Respondent No.3 on 22.8.2025 stating that the Government, after careful examination, had issued instructions for recovery of excess rent and that Rs.19,30,742/- was paid in excess and out of the said amount, Rs.12,54,390/- is yet to be recovered and the principal of the school and DDO were instructed to withhold rent till recovery of excess payment. Hence, the present writ petition.

4. In the counter affidavit filed by Respondent No.3, it is stated that on 10.06.2022, permission was accorded to shift Respondent No.4 from Doctors colony, Kurnool to Petitioner's premises. Then Respondent No.4, on 12.06.2022, requested Respondent No.6 to visit the building of the Petitioner and issue carpet area certificate and fix rent. Accordingly, Respondent No.6 has issued a carpet area certificate @ 23,893.25 sft., and also recommended to fix rent @ Rs.11.58/- per sft.

5. Thereafter, Respondent No.3 vide letter dated 01.11.2022 requested Respondent No.6 to f

urnish certain documents to justify Rs.11.58/- Sft. Respondent No.6 on 17.11.2022 had issued Kurnool District Gazette and recommended that the rent can be fixed at Rs.11.58/- per sft., as

the Panchalingala Village is within a radius of 8 km., from Municipal limits. In spite of the recommendation of Respondent No.6, the rent was fixed @ Rs.10/- per sft., as per G.O.Ms.No.37, Finance (FMV-TR&B) Department, dated 07.03.2016 for a block period of two years and agreement was concluded from 05.09.2022.

6. While so, Respondent No.6 vide letter dated 06.01.2024 informed Respondent No.4 that rent @ Rs.10/- per Sft., by the then Respondent No.6 was not in consonance with G.O.Ms.No.37, dated 07.03.2016 as Panchalingala Grampanchayat has not merged with Kurnool Municipal Corporation limits till date and requested to cancel the earlier fixed rent @ Rs.10/- per sft., and issue revised orders @ Rs.5/- per sft. In turn, Respondent No.3 vide order dated 17.01.2024 directed Respondent No.4 to stop payment of rent to the Petitioner and requested Respondent No.5 to examine the entire issue. Eventually, after due correspondence, the rent was fixed @ Rs.5/- per sft., as Panchalingala Grampanchayat was not merged with Kurnool Municipal limits. On the basis of the re-fixed rent, the excess amount of Rs.19,30,742/- was sought to be recovered from the Petitioner.

7. Learned counsel for the Petitioner submitted that the rent cannot be unilaterally altered by the Respondent-society having agreed to pay @ Rs.10/- per sft., under rent agreement dated 05.09.2022. The issue whether the premises falls within the Municipal limits or not was examined at the time of agreement and it is not open to re-agitate the same. Learned counsel further submits that the Respondents are unable to support the representations given to Respondent No.3 to vacate the building.

8. Learned counsel for the Respondents would submit that the fixed rent is as per G.O.Ms.No.37, dated 07.03.2016 and when the premises does not fall within Municipal limits, the reduction of rent in terms of G.O.Ms.No.37 dated 07.03.2016 is justifiable. Learned counsel further submitted that G.O.Ms.No.37 dated 07.03.2016 is specifically mentioned in the agreement and the Petitioner cannot take the benefit of incorrect fixation.

9. Heard Sri Amarendra Jilela, learned counsel for the Petitioner and Sri vinod Kumar Tarlada, learned counsel for the Respondents.

10. The rent agreement was entered into between the parties on 05.09.2022. As per the agreement, rent was fixed as per

carpet area of the building calculation as 23893.25 sft., consisting of ground floor, first floor, kitchen @ Rs.10/- per Sft.

11. Firstly, there is no allegation of foul play or suppression of any fact by the Petitioner in fixing rent @ Rs.10/- per sft. All the concerned were aware of the location of the premises and proximity with Kurnool city and after recommendation of the then Respondent No.6, the rent was fixed. Any novation, rescission, and alteration of contract requires consent of both the parties to the contract under Section 62 of the Contract Act and in the absence of consent of the Petitioner, the Respondents could not have altered the agreed rent @ Rs.5/- per sft. In the event, the Respondents are of the opinion that rent agreed is higher than the norms governing them, it is always open to them to vacate the premises after paying the rentals as agreed till they vacate. There is no compulsion for the Petitioner/landowner to accept rents as per the norms of the Respondents.

12. Secondly, vide Gazette notification dated 14.6.2004, certain villages including Panchalingala Village were notified for allowing HRA @ 20% as per G.O.Ms.No.341, Finance and Planning Department, dated 30.09.1994. The inclusion of Panchalingala

Village in Kurnool limits for the purpose of HRA, as the village falls within 8 kilometres from Kurnool Municipal Corporation as per Gazette notification in the year 2004, indicates the proximity and accessibility to Kurnool Corporation. With increased urbanisation all across, the Panchalingala village can only become nearer with passage of time.

13. Thirdly, the G.O.Ms.No.37, dated 07.03.2016 fixing rents per sft., depending on the location is only a guideline for the Respondents to fix rent and the landowner is not bound by the same and it is always open to him to reject the offer made in terms of G.O.Ms.No.37, dated 07.03.2016.

14. For the aforesaid reasons, the writ petition is allowed with following directions;

(i) The Respondent Nos.3 and 4 shall pay rents to the Petitioner in terms of the rent agreement dated 05.09.2022 as long as the Respondents remain in possession of the premises.

(ii) The arrears of rent due to the Petitioner shall be disbursed within a period of (03) months from the date of receipt of a copy of the order.

(iii) No order as to costs

As a sequel, the miscellaneous petitions, if any, pending in this Petition shall stand closed.

Date: 24.03.2026
KLP

NYAPATHY VIJAY, J