

IN THE HIGH COURT FOR THE STATE OF TELANGANA  
AT HYDERABAD  
(Special Original Jurisdiction)

MONDAY, THE THIRTIETH DAY OF MARCH  
TWO THOUSAND AND TWENTY SIX

PRESENT

THE HONOURABLE SRI JUSTICE LAXMI NARAYANA ALISHETTY

WRIT PETITION NO: 3281 OF 2026

**Between:**

Jubilee Hills Cooperative House Building Society Limited, A Society Registered under Telangana Co-operative Societies Act, 1964 Regd. Office at Road No.17-A, Jubilee Hills, Hyderabad, Rep. by its President, Mr. B. Ravindranath.

.....PETITIONER

**AND**

1. State of Telangana, Rep. by its Principal Secretary, Municipal Administration and Urban Development Dept., At Secretariat, Saifabad, Hyderabad.
2. Greater Hyderabad Municipal Corporation, At Lower Tank Bund, Hyderabad, Rep. by its Commissioner.
3. M/s. Jubilee Hills Education Society, 8-2-293/82/1, Road No.71, Jubilee Hills, Hyderabad-500033. Rep. by its President K.Krishnadev.

.....RESPONDENTS

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 grant an order, direction or writ, more so in the nature of Mandamus, (a)To declare the action of action of 2nd Respondent in granting building permission to 3rd Respondent, vide Building Permit Order vide Permit No.6202/GHMC/KHB/2024-BP in File No.003808/GHMC/1882/KHB1/2023-BP dated 20.11.2024, without considering the objections raised by the Petitioner Society vide Representation dated 17.08.2023 vide Ref.No.HJCHBSL/281/2023, as arbitrary, illegal, without jurisdiction and in violation of provisions of Greater Hyderabad Municipal Corporation Act, 1955 and in violation of Article 14 and 300A of Constitution of India. (b)Consequently, to quash/set aside the Building Permit Order vide Permit No.6202/GHMC/KHB/2024-BP in File

No.003808/GHMC/ 1882/KHB1/2023-BP dated 20.11.2024 issued in favour of 3<sup>rd</sup> Respondent, as arbitrary, illegal and without jurisdiction.

**I.A.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 to direct the Respondents herein to stop the construction activities of the proposed construction of three (3) upper floors over and above the building existing on the lease premises/subject property i.e., an area of Ac.6-02 (Auntas equivalent to 29282 sq. yards or 24596.88 sq. meters in Ward No.8, Block No.2 of Jubilee Hills, Hyderabad, in the interest of justice, pending disposal of the writ petition.

**I.A.NO:2 OF 2026**

**Between:**

Jubilee Hills Education Society, 8-2-293/82/1, Road No.71, Jubilee Hills, Hyderabad-500033. Rep. by its President K.Krishnadev.

**...PETITIONERS/RESPONDENT No.3**

**AND**

1. Jubilee Hills Cooperative House Building Society/ Limited, A Society Registered under Telangana Co-operative Societies Act 1964 Regd. Office at Road No.17-A, Jubilee Hills, Hyderabad, Rep. by its President, Mr. B. Ravindranath.

**.....RESPONDENT/WRIT PETITIONER**

2. The State of Telangana, Rep. by its Principal Secretary, Municipal Administration and Urban Development Dept., At Secretariat, Saifabad, Hyderabad.
3. The Greater Hyderabad Municipal Corporation, At Lower Tank Bund, Hyderabad, Rep. by its Commissioner.

**.....RESPONDENTS/RESPONDENT Nos.1 & 2 in W.P.**

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 vacate the interim orders passed on 11.02.2026 in I.A.No.1 of 2026 in WP.No.3281 of 2026.

**Counsel for the Petitioner : SRI V.HARI HARAN, SENIOR COUNSEL FOR  
SRI ROHIT POGULA**

**Counsel for the Respondent No.1 : GP FOR MCPL ADMN AND URBAN  
DEVELOPMENT**

**Counsel for the Respondent No.2 : SRI MIDDE ARUN KUMAR, SC FOR GHMC**

**Counsel for the Respondent No.3 : SRI VIVEK JAIN**

**The Court made the following ORDER**

**IN THE HIGH COURT FOR THE STATE OF TELANGANA  
AT HYDERABAD**

**HONOURABLE SRI JUSTICE LAXMI NARAYANA ALISHETTY**

WRIT PETITION No.3281 of 2025

Dated:30.03.2026

**Between:**

Jubilee Hills Co-Operative House  
Building Society Limited, Hyderabad,  
reptd by its President-B.Ravindranath.

**...Petitioner**

**And:**

The State of Telangana,  
rep. by its Principal Secretary,  
Municipal Administration and Urban  
Development Department,  
Hyderabad and two others.

**...Respondents**

**ORDER:**

This Writ Petition is filed to declare the action of respondent No.2 in granting building permission to respondent No.3 Education society, *vide* Building Permit No.6202/GHMC/KH13 2024-BP, dated 20.11.2024, without considering the objections raised by the petitioner-Society, *vide* representation, dated 17.08.2023, *vide* Ref.No HJCHBSL/281/2023, as arbitrary, illegal, without jurisdiction and in violation of provisions of the Greater Hyderabad Municipal Corporation

Act, 1955 (hereinafter referred to as 'the GHMC Act') and Articles-14 and 300A of the Constitution of India and consequently, to quash/set aside the same.

2. Heard Sri V.Hari Haran, learned senior counsel, appearing for Sri Rohit Pogula, learned counsel-on-record for petitioner, Sri Vivek Jain, learned counsel for respondent No.3 Education Society and Sri Midde Arun Kumar, learned Standing Counsel for GHMC-respondent No.2.

3. Brief facts of the case as averred in the writ affidavit are that the petitioner, a registered society, was allotted land admeasuring Acs.1,398 in Sy.No.120/403-1 of Shaikpet Village and Sy.No.102/1 of Hakimpet Village, Golkonda Taluk, Hyderabad District; that the petitioner-society developed the said land and divided the same into plots along with necessary amenities like parks, open spaces, etc.,; that as part of its objects to provide infrastructure including educational facilities to members and their families and residents of Jubilee Hills Township, it has earmarked an extent of Acs.6.02 guntas equivalent to 29,282 square yards in Ward No.8, Block No.2, for setting up of school/educational institution; that the said land was leased to respondent No.3- Education

society *vide* lease deed, dated 21.08.1987, bearing document No.2098/1997, after duly passing appropriate resolutions to that effect, for establishment of school/educational institution; that the lease was for a period of 30 years; that respondent No.3-Education Society was permitted to raise structures for setting up of school/educational institution at its own cost and after expiry of the lease period, the petitioner-society has option to take over the said structures at the price mutually agreed upon; that respondent No.3- Education society raised necessary infrastructure from time to time for running of school in the name of Jubilee Hills Public school.

3.1. It is further averred that the structures have to be raised by respondent No.3- Education Society on the leased premises on express written consent of Managing Committee of the petitioner-society; that the lease period of 30 years expired on 20.08.2017; and that in view of differences/disputes between the petitioner-society and respondent No.3- Education Society and further, as respondent No. -Education Society defaulted in payment of yearly lease rents, the lease was not renewed.

3.2. It is further averred that respondent No.3- Education Society filed a suit in OS.No.797 of 2018 on the file of the Chief Judge, City Civil

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Court, Hyderabad, for specific performance of agreement of lease deed dated 21.08.1987 and to direct the petitioner-society to renew the lease for another term of 30 years, as per Clause-15 of the said lease deed, and also to grant perpetual injunction restraining the petitioner-society from interfering with the affairs and peaceful possession and enjoyment of the subject property by respondent No.3- Education Society; that the petitioner-society, after receipt of summons, filed written statement denying the suit claim.

3.3. It is further averred that the petitioner-society came to know that respondent No.3- Education society through its President applied for permission for construction of three upper floors over and above the existing building and also another building without express consent from the petitioner-society; that the petitioner-society has submitted a representation dated 17.08.2023 to respondent No.2 not to grant building permission or extension for construction to respondent No.3- Education society without producing No Objection Certificate from the petitioner-society and also without there being any valid lease agreement from the petitioner-society; that respondent No.2, without considering the said representation, accorded permission for construction to respondent No.3-

Education Society through the impugned proceedings and therefore, the impugned order is illegal and violative of the provisions of the GHMC Act as well as the TG-bPASS Act and hence, aggrieved by the same, the present Writ Petition is filed.

4. Counter is filed on behalf of respondent No.3- Education Society stating that it is a registered society and it has been leased out land admeasuring Acs.6.02 guntas in Ward No.8 Block No.2, Jubilee Hills, vide lease deed dated 21.08.1987, however, it was handed over only an extent of Acs.4.30 as against Acs.6.02 guntas, which is mentioned in the lease deed; and that respondent No.3- Education society established school in the name of Jubilee Hills Public School and the same is being run since 40 years.

4.1. It is further averred that as per Clause-12 of the lease deed, respondent No.3- Education Society shall give first priority for admission to Jubilee Hills Public School to the members of the petitioner-society and their children; as per Clause-10, the President and Secretary of the petitioner-society shall be ex-officio members of respondent No.3- Education society; that as per Clause-8, respondent No.3-society is entitled to raise structures on the leased premises without

requirement of obtaining consent from the petitioner-society; and that as per Caluse-15, subject to compliance of Caluses-2 to 6, 12 and 13, the lease shall be renewed for another term of 30 years at the option of the lessee i.e., respondent No.3- Education society.

4.2. It is further averred that respondent No.3-Education Society vide letters dated 17.04.2015 and 27.04.2017 requested the petitioner-society to renew the lease for another term of thirty (30) years as per Caluse-15 of lease deed; that petitioner-society vide reply dated 16.07.2018, alleging that Clauses-12 and 13 of the lease deed were not adhered to, called upon respondent No.3- Education society to surrender 3,000 square yards of the leased property in order to execute a fresh lease deed.

4.3. It is further averred that the President and Secretary of petitioner-society as ex-officio members have been attending the meetings of the respondent No.3- Education Society and therefore, the allegation of non-adherence of Clauses-12 and 13 was created only with an intention to evict the respondent No.3- Education Society from the leased premises.

4.4. It is further averred that respondent No.3- Education Society filed a suit in OS.No.797 of 2018 and the trial Court granted interim

orders restraining the petitioner-society from interfering with the peaceful possession and enjoyment of respondent No.3- Education Society over the leased premises and also the affairs of respondent No.3- society and the said interim order was extended from time to time and finally, by orders, dated 15.06.2022, it was extended until further orders.

4.5. It is further averred that the petitioner-society formed a sub-committee on 29.07.2020 to examine the issue of renewal of lease deed and basing on the report of the sub-committee, the petitioner-society in its Managing Committee meeting held on 30.09.2020 passed resolution extending the lease in favour of respondent No.3- Education society for further term of 30 years in terms of Clause-15; that a joint meeting between the members of the petitioner-society and respondent No.3- Education Society was held on 12.10.2020, wherein it was agreed that the lease deed would be renewed on the same rental structure with other modifications as applicable and on even date, lease deed was executed for another term of 30 years; that all these developments were part of record in suit in OS.No.797 of 2018; that respondent No.3-Education society is entitled to raise structures in the leased property and there is no requirement of obtaining express written consent from the petitioner-

society for raising structures; that respondent No.3- Education Society is intending to commence Cambridge curriculum in the school for benefit of the students to gain exposure to international curriculum for which purpose, it intended to construct three additional floors over existing Block-A and another block namely Block-C for sports complex and parking blocks; and that accordingly, it submitted an application to respondent No.2 for permission duly enclosing all requisite documents and also disclosing the pendency of suit in OS.No.797 of 2018.

4.6. It is further averred that upon payment of requisite amount as well as furnishing of the Undertaking-cum-Indemnity Bond by respondent No.3-Education Society, respondent No.2, being satisfied with the documents filed by respondent No.3-Education Society, accorded permission for construction, *vide* Permit dated 20.11.2024; that respondent No.3- Education Society commenced construction in the year 2024 and at present, slab work of three additional floors is completed and some walls are also raised; that while the matter stood thus, the petitioner-society, after a period of about two years from the date of commencement of building work, suddenly approached this Court alleging that respondent No.3-Education society is in illegal possession

of the leased premises and obtained interim orders by suppressing the execution of lease deed dated 12.10.2020 only to am twist respondent No.3-Education society to succumb to its unlawful requests and surrender land as demanded by them and hence, prayed to dismiss the Writ Petition.

5. The petitioner-society filed reply to the counter filed by respondent No.3-Education Society denying the averments made in the counter and it is further stated that the issue relating to renewal of lease and other disputed facts cannot be decided by this Court and the same are subject matter of pending suit-OS.No.797 of 2018; that the trial Court has passed interim order dated 13.11.2018 directing both the parties to maintain status quo as on that date; that respondent No.3-Education Society by violating the interim orders of status quo has indulged in unlawful acts including obtaining building permission for construction of additional floors.

5.1. It is specifically stated that in fact, no report was submitted by the sub-committee; that the Managing Committee has not passed resolution renewing the lease deed in favour of respondent No.3-Education Society in its meeting held on 30.09.2020; and that the

purported lease deed dated 12.10.2020 was signed by President and Secretary of the previous Managing Committee, after constitution of Person-in-Charge Committee with effect from 01.10.2020, therefore, the same has no basis and the legality and genuineness of the same is doubtful.

6. Rejoinder is filed on behalf of respondent No.3-Education Society *inter alia* stating that the allegations of the petitioner-society that renewal of the lease deed ought to have been signed by President acting as person-in-charge and not by Secretary of the previous Managing committee are all false, since there was no specific direction from Co-Operative Department that it is only Person-in-charge who is authorized to sign such document and more over, the renewed lease deed was signed by one Hanumantha Rao, Secretary, in the capacity of Office Bearer of the petitioner-society, therefore, the objection raised by the petitioner-society in this regard is trivial and further, the renewed lease deed, dated 12.10.2020, was duly stamped in accordance with law.

7. This Court is not inclined to refer to the various allegations and counter allegations made in the reply-affidavit and rejoinder affidavit, as this Court is not going to adjudicate upon those allegations, since the

same are factual in nature and are also subject matter of pending suit in OS.No.787 of 2018.

8. Learned counsel for petitioner submitted that the lease deed in favour of respondent No.3-Education Society expired on 20.08.2017 and there was no renewal of the said lease deed and therefore, respondent No.2 erred in granting building permission to respondent No.3-Education Society without looking into the prima facie title of the subject property and as such, the impugned order is illegal and arbitrary.

9. In support of his submission, learned counsel for the petitioner relied upon the judgments of the erstwhile High Court of Andhra Pradesh in *Hyderabad Potteries Private Limited Vs. Collector, Hyderabad and another*<sup>1</sup> and *Rameshwar Vs. Commissioner, Municipal Corporation of Hyderabad and Others*<sup>2</sup>

10. Learned senior counsel also specifically referred to Section 450 of the GHMC Act, 1955, as per which, the Commissioner has authority to cancel or revoke permission, if such permission has been obtained by material misrepresentation, fraudulent statements, or suppression of facts regarding the property.

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<sup>1</sup> 2001 SCC Online AP 397

<sup>2</sup> 2006 SCC Online AP 269

11. Learned senior counsel further submitted that in the present case, the lease deed expired on 20.08.2017 and the same was not renewed; that the alleged renewed lease deed 12.10.2020 is not registered, therefore, it has no legal sanctity in view of Sections 17 and 49 of the Registration Act and Section 107(3) of the Transfer of Property Act. He further submitted that suppressing all the said material facts, respondent No.3-Education Society obtained building permission. He further submitted that the renewed lease deed was executed by Hanumantha Rao, Secretary of the previous Managing Committee when, at the relevant time, Person-in-Charge was at helm of affairs of the petitioner-society, therefore, respondent No.3-Education society has no valid title over the leased premises which disentitles it from applying and obtaining building permission.

11.1. Learned counsel further submitted that the file pertaining to lease is missing from the office of petitioner-society and a criminal case is also filed to that effect, therefore, suit for eviction could not be filed, however, the petitioner-society is taking steps to initiate appropriate proceedings for eviction.

11.2. Learned senior counsel further submitted that as per Section 429 of the GHMC Act, the Commissioner may require plans and other documents to be furnished and as per Section 429-1(aa) of the GHMC Act, a copy of title deed of land duly attested by gazette officer of the Government together with Urban Land Ceiling clearance Certificate, as the case may be, should be filed along with the application.

11.3. Learned senior counsel further submitted that in the present case, the petitioner-society filed an objection on 17.08.2023 with respondent No.2 not to grant building permission to respondent No.3-Education society and despite submitting the same and without there being any valid lease in favour of respondent No.3-Education society, the Commissioner accorded permission contrary to the provisions of the GHMC Act and that too, without any notice to the petitioner-society and hence, the impugned building permit dated 20.11.2024 is unsustainable and the same is liable to be set aside.

12. Per contra, learned counsel for respondent No.3-Education Society submitted that as per Clause-15 of the lease deed, the lease shall be renewed for further term of 30 years at the option of lessee i.e., respondent No.3-Education society subject to compliance of Clauses-2  
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to 6, 12 and 13 thereof; that respondent No.3-society addressed letters dated 17.04.2015 and 27.04.2017 with a request to renew the lease deed for another term of 30 years, however, the petitioner-society gave reply dated 16.07.2018 calling upon respondent No.3-society to surrender 3,000 square yards to renew the lease deed and also alleging non-compliance of Clauses-12 and 13 of the lease deed. He further submitted that prior to letters seeking renewal, at no point of time, the petitioner-society had pointed out non-compliance of any of the terms of the lease deed and it had raised the alleged non-compliance for the first time after addressing letters for renewal and the same is invented only for the purpose of forcing respondent No.3-Education society to surrender 3,000 square yards of land.

12.1. Learned counsel for respondent No.3 has further specifically contended that the Managing Committee of the petitioner-society passed resolution on 30.09.2020 renewing the lease deed, basing on report of the sub-committee, and the renewed lease deed was executed on 12.10.2020 and the same was duly stamped and therefore, respondent No.3-society has valid title entitling it to grant of building permission.

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12.2. Learned counsel further contended that respondent No.2, taking into consideration the documents submitted by respondent No.3-Education Society and the Undertaking-cum-Indemnity Bond, dated 28.08.2024, of respondent No.3-Education Society has rightly granted building permission; that the petitioner-society approached this Court belatedly after respondent No.3-society raised structures substantially over the lease premises, therefore, the Writ Petition is devoid of any merit.

12.3. Learned counsel further submitted that the structures are being raised only for the benefit of the students for providing international Cambridge education programme. By submitting thus, learned counsel prayed to dismiss the Writ Petition.

13. This Court is not inclined to delve into the aspect of genuinity/validity of the resolution dated 30.09.2020 or the renewed lease deed dated 12.10.2020, since the same are subject matter of suit in OS.No.797 of 2018 and in view of fact that this Court exercising the writ jurisdiction under Article 226 of Constitution of India cannot decide the disputed questions of fact.

14. Suffice to say that this Court is required to only adjudicate the issue as to whether the Commissioner was right in granting permission for construction to respondent No.3-Education Society.

15. Admittedly, there is no dispute with regard to lease deed in favour of respondent No.3-Education society dated 21.08.1987 for a period of 30 years and respondent No.3-society establishing a school named Jubilee Hills Public School. As per Clause-15 of the said lease deed, the lease term can be extended for further term of 30 years at the option of lessee i.e., respondent No.3-Education Society, subject to compliance of Clauses-2 to 6, 12 and 13, therefore, the contention of the petitioner-society that lease is renewable on mutual consent is incorrect.

16. As per Clause-8 of lease deed, the lessee is empowered to raise structures for setting up of school/educational institution and there is no requirement for obtaining express written consent from the petitioner-society. In the teeth of the said clause, the contention of petitioner-society that respondent No.3-Education society cannot raise structures without express consent of petitioner-society is untenable. However, the fact remains that the lease deed expired on 20.08.2017 and the same was renewed vide renewed lease deed dated 12.10.2020. As per Section 107

of the Transfer of Property Act, any lease exceeding more than one year is mandatorily registerable. It is pertinent to note that the renewed lease deed dated 12.10.2020 purported to have been executed by the petitioner-society in favour of respondent No.3-society does not satisfy the requirement of Section 107 of the Transfer of Property Act as well as Sections-17 and 49 of the Registration Act, though stamp duty is paid.

17. Furthermore, it is relevant to refer to Section 429 of the GHMC Act, as per which, the Commissioner may require the applicant to produce title document of property for which permission has been sought by the applicant. Further, as per the ratio laid down by the erstwhile High Court of Andhra Pradesh in *Hyderabad Potteries Private Limited's* case as well as *Pavan Raj Vs.*, the Commissioner has to *prima facie* examine the title and possession of the applicant while granting permission for construction.

18. In the present case, the petitioner-society has submitted representation dated 17.08.2023 to respondent No.2-Commissioner requesting not to grant any permission to respondent No.3-Education society without there being any valid lease deed from the petitioner-society and without producing No Objection certificate from the

petitioner-society, however, respondent No.2-Commissioner granted permission without referring to the objections raised by the petitioner-society, which is contrary to the ratio laid down in *T.Rameshwar's* case (cited supra), wherein it was held that the Commissioner is required to consider objections as and when they are raised for grant of permission on the ground of title in a pragmatic manner taking into consideration only *prima facie* factors.

19. For the foregoing reasons, the impugned proceedings are liable to be set aside.

20. Accordingly, The Writ Petition is allowed and the impugned Building Permit, vide No.6202/GHMC/KHB/2024-BP, dated 20.11.2024, of respondent No.2 is set aside and the matter is remanded back to respondent No.2 with a direction to consider the objections raised by the petitioner-society and to pass appropriate orders in accordance with law, after duly affording opportunity of hearing to both the parties. This exercise shall be completed within a period one month from the date of receipt of a copy of this order.

21. Miscellaneous petitions pending, if any, shall stand closed. No costs.

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Sd/-MOHD. ISMAIL  
DEPUTY REGISTRAR

SECTION OFFICER

To

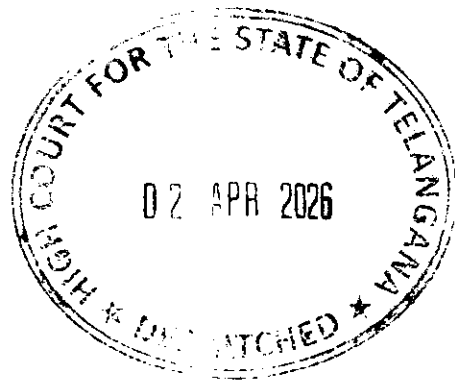
1. The Principal Secretary, Municipal Administration and Urban Development Dept., At Secretariat, Saifabad, State of Telangana at Hyderabad.
2. The Commissioner, Greater Hyderabad Municipal Corporation, At Lower Tank Bund, Hyderabad.
3. The President K.Krishadev, M/s. Jubilee Hills Education Society, 8-2-293/82/1, Road No.71, Jubilee Hills, Hyderabad-500033
4. Two CCs to GP FOR MCPL ADMN AND URBAN DEVELOPMENT, High Court for the State of Telangana at Hyderabad. [OUT]
5. One CC to SRI ROHIT POGULA, Advocate [OPUC]
6. One CC to SRI VIVEK JAIN, Advocate (OPUC)
7. One CC to SRI MIDDE ARUN KUMAR, SC FOR GHMC, Advocate (OPUC)
8. Two CD Copies

SA/PMK

*[Handwritten signature]*

**HIGH COURT**

**DATED:30/03/2026**



**ORDER**

**WP.No.3281 of 2026**

**ALLOWING THE W.P  
WITHOUT COSTS.**

(11) *lpr*  
2/4/26