

IN THE HIGH COURT OF ANDHRA PRADESH AT AMARAVATI

W.P.No. OF 2025

CHRONOLOGICAL / RUNNING INDEX

Sl. No	Ex	Description of Document	Date of Document	Date of filing	PG No.
1		Service Certificate	18.03.2025	18.03.2025	1
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3		Writ Petition	-do-	-do-	3 - 4
4		Annexure	-do-	-do-	5 - 8
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6		Verification	-do-	-do-	17
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7	P1	Copy of Partnership Deed	07.09.2015	-do-	18 - 22
8	P2	Copy of 3 rd Respondent Proceedings dated	16.11.2016	-do-	23 - 32
9	P3	Copy of GST Registration Certificate	11.04.2018	-do-	33 - 35
10	P4	Copy of Judgement in WP.No.22687/2021 and batch	07.10.2021	-do-	36 - 38
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DATE:18.03.2025
AMARAVATI

Anu Shrivastava
COUNSEL FOR THE PETITIONER

IN THE HIGH COURT OF ANDHRA PRADESH AT AMARAVATI

OF 2025

**M/s. Olive Tree Creative Works, Guntur,
Rep., by its managing Partner,
Perumallapalli Jeevan Sylvanus,
S/o P.Netaji Subhash Chandra Bose,
Aged about 44 years, D.No.26-41-119, Sharon Gardens,
VG Nagar Road, Guntur. Guntur District.**

AND

- ## ... Respondents

The address for service on the above named Petitioners is that of their counsel G ARUN SHOWRI (21750), P LAKSHMI NIKITHA, SHAIK SHAHEDAZ, SAI SUNDEEP M, RAVI TEJA GUDE, ALLAM SAI KEERTHI, Advocate, A.P.High Court, Door No.6-16-49, 3rd Floor, Mekapati Pride, 16/3, Arundelpet, Guntur-522002. Mobile: 8331945971, 9849536971. Email: arunshowriassociates@gmail.com.

- 4 -

It is therefore prayed that this Hon'ble Court may be pleased to issue a writ order or direction more particularly, one in the nature of Writ of Mandamus, declaring the action of the respondents in non-payment of amount of Rs.92,00,000/- (Rupees Ninety Two Lakhs Only) for the work done pertaining to constructions of Pushkar Nagar's at 4 points of Technical Sanctioned Amount Rs.4,64,33,589/- (Rupees Four Crores Sixty Four Lakhs Thirty Three Thousand Five Hundred Eighty Nine Only) as illegal, arbitrary, unjust, unreasonable and violative of fundamental rights guaranteed to the Petitioner under Articles 14 and 21 of the Constitution of India and consequently direct the respondents to consider the payment of amounts of Rs.92,00,000/- (Rupees Ninety Two Lakhs Only) for the above said work done forthwith with interest @12% P.A., on the delayed payments as per the orders passed in WP.No.10038 of 2021 and batch and pass such other order or orders as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.

AMARAVATI
DATE: 07.03.2025


COUNSEL FOR THE PETITIONER

GUNTUR DISTRICT
IN THE HIGH COURT OF ANDHRA
PRADESH AT AMARAVATI

W.P. NO. OF 2025

WRIT PETITION

Filed On:

Filed By:

G ARUN SHOWRI (21750)
P LAKSHMI NIKITHA
SHAIK SHAHEDAZ
SAI SUNDEEP M
RAVI TEJA GUDE
ALLAM SAI KEERTHI
ADVOCATES
COUNSEL FOR THE PETITIONER

- 5 -

IN THE HIGH COURT OF ANDHRA PRADESH AT AMARAVATI

W.P.NO. _____ **of 2025**
Between:

M/s. Olive Tree' Creative Works

...Petitioner/s

AND

The State of Andhra Pradesh

...Respondent/s

LIST OF EVENTS
ANNEXURE – I

S.No	Date	Description of the Events	Page Nos in Affidavit	Para No. in Affidavit
1	07.09.2015	Petitioner herein is a Partnership Firm under the name and style of Olive Tree Creative Works, Guntur under a Partnership Deed 07.09.2015 and I am the Managing Partner of the Petitioner Partnership Firm and for which I am authorized to do so. I herewith filed the deed of partnership as material paper for the kind perusal of this Hon'ble Court.	10	3
2	NIL	Petitioner is a Partnership Firm indulged in all types of events, advertisement creation and placements in print and electronic media, printing of all types of books or any other type of business that the Partners may mutually agree upon from time to time and the business shall be carries on at D.No.26-41-119, Sharon Gardens, VG Nagar Road, Guntur and such other places the Partners may mutually agree upon from	10 – 11	4

		time to time for the convenience of the business.		
3	NIL	Petitioner was engaged by the 3 rd Respondent during the Krishna Pushkarams towards constructions of Pushkar Nagars at 4 Points. I submit that in pursuance of the same we made all arrangements at Krishna Pushkarams in the said 4 points and we executed the works to the satisfaction of the Respondent Authorities.	11	5
4	NIL	Petitioner Firm submitted the respective bills for the above-said works for Rs.2,26,54,425/- to the Respondents. I submit that but the DPC (District Purchase Committee) approved an amount of Rs.2,17,00,000/-. I submit that the 3 rd Respondent paid an amount of Rs.1,25,00,000/- towards advance to the Petitioner herein.	11	6
5	16.11.2016	The 3 rd Respondent issued proceedings in Rc.No.673//2016-H7 dated 16.11.2016 requesting the 4 th Respondent for sanction of amounts to the concerned agencies, stating as initially the District Purchase Committee has approved and finalized the bills for an amount of Rs.7,64,33,589/-,	12	7
6	NIL	That there is a heavy pressure for payment of amounts from the workers and also from the Department of the GST and for which the Department of GST got issued show cause	12	8

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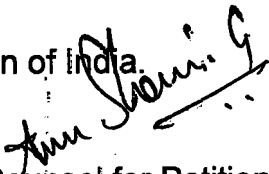
		<p>notices for payment of GST and also payment of Service Taxed. In this regard I met the 3rd Respondent and 4th Respondent for clearance of my pending bills which are pending since more than 9 years and requested to release the amounts due for the works done by the Petitioner.</p>		
7	05.10.2021 07.10.2021	<p>This Hon'ble Court in WP.No.10038/2021 and batch allowed on 05.10.2021. I submit that following the same a similar WP.No.22687 of 2021 was disposed of on 07.10.2021 and the copy of the order is filed along with this WP for the kind perusal of this Hon'ble Court.</p>	13	9
8	NIL	<p>Petitioner herein executed the works with his hard-earned money. That the Petitioner has made several requests at the offices of the Respondents, but the same was kept on pending for no reason due to which the Petitioner is constrained to file the present writ petition.</p>	13	10
9	1979	<p>Hon'ble Apex Court in Madras Port Trust V. Hymanshu International [(1979) 4 SCC 176] has held that "it is high time that Governments and public authorities adopt the practice of not relying upon technical pleas for the purpose of defeating legitimate claims of the citizens and do what is fair and just to the citizens.</p>	13	11
10	2010	<p>Urban Improvement Trust, Bikaner, V. Mohan Law</p>	14	12

		[(2010) 1 SCC 512], the Apex Court has held that "Statutory authorities exist to discharge statutory functions in public interest. They should be responsible litigants. They cannot raise frivolous and unjust objections, nor act in a callous and high-handed manner.		
11	NIL	That until and unless this Hon'ble Court directs the Respondents to clear the bills submitted by the petitioner and to release payments, the petitioner will be put to irreparable loss and injury which cannot be compensated in any other manner.	14	13

ANNEXURE-II

Under Article 226 of Constitution of India.

AMARAVATI
DATE: 07.03.2025


Counsel for Petitioner/s

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HIGH COURT OF ANDHRA PRADESH AT AMARAVATHI

W.P. No. of 2025

Between:

M/s. Olive Tree Creative Works, Guntur,
Rep., by its managing Partner,
Perumallapalli Jeevan Sylvanus,
S/o P.Netaji Subhash Chandra Bose,
Aged about 44 years, D.No.26-41-119, Sharon Gardens,
VG Nagar Road, Guntur, Guntur District.

.. PETITIONER

AND

1. **The State of Andhra Pradesh,**
Rep by its Principal Secretary,
Endowments Department,
Secretariat, Velagapudi, Guntur District.
2. **The State of Andhra Pradesh**
Rep by its Principal Secretary,
Finance & Planning Department,
Secretariat, Velagapudi, Guntur District.
3. **The District Collector,**
Guntur, Guntur District.
4. **The Commissioner**
Endowments Department
Gollapudi, Vijayawada.

.. RESPONDENTS

AFFIDAVIT

I, Perumallapalli Jeevan Sylvanus S/o P.Netaji Subash Chandra Bose, Managing Partner of the Petitioner M/s Olive Tree Creative Works, Guntur, aged about 42 years, D.No.26-41-119, Sharon Gardens, VG Nagar Road, Guntur, Guntur District, having temporarily come down to Amaravathi, do hereby solemnly affirm and sincerely state on oath as follows:

అంబుల్ పులికాండ్ పులికాండ్

అంబుల్ పులికాండ్

For Olive Tree Creative Works
P. Jeevan Sylvanus
Managing Partner

1. I humbly submit that I am the deponent herein and the Managing Partner of the petitioner herein and as such I am well acquainted with the facts of the case.
2. It is humbly submitted that the present writ petition is filed questioning the action of the respondents in non-payment of amount of Rs.92,00,000/- (Rupees Ninety Two Lakhs Only) for the work done pertaining to constructions of Pushkar Nagar's at 4 points of Technical Sanctioned Amount Rs.4,64,33,589/- (Rupees Four Crores Sixty Four Lakhs Thirty Three Thousand Five Hundred Eighty Nine Only) as illegal, arbitrary, unjust, unreasonable and violative of fundamental rights guaranteed to the Petitioner under Articles 14 and 21 of the Constitution of India and consequently direct the respondents to consider the payment of amounts of Rs.92,00,000/- (Rupees Ninety Two Lakhs Only) for the above said work done forthwith with interest @12% P.A., on the delayed payments as per the orders passed in WP.No.10038 of 2021 and batch.
3. I submit that Petitioner herein is a Partnership Firm under the name and style of Olive Tree Creative Works, Guntur under a Partnership Deed 07.09.2015 and I am the Managing Partner of the Petitioner Partnership Firm and for which I am authorized to do so. I herewith filed the deed of partnership as material paper for the kind perusal of this Hon'ble Court.
4. It is humbly submitted that the Petitioner is a Partnership Firm indulged in all types of events, advertisement creation and

శాసనసభాపరిషత్
ఆంధ్రప్రదేశ్
అధ్యక్షుడు

For Olive Tree Creative Works
P. Sreenivasulu
Managing Partner

placements in print and electronic media, printing of all types of books or any other type of business that the Partners may mutually agree upon from time to time and the business shall be carried on at D.No.26-41-119, Sharon Gardens, VG Nagar Road, Guntur and such other places the Partners may mutually agree upon from time to time for the convenience of the business.

5. It is humbly submitted that the Petitioner was engaged by the 3rd Respondent during the Krishna Pushkarams towards constructions of Pushkar Nagars at 4 Points. I submit that in pursuance of the same we made all arrangements at Krishna Pushkarams in the said 4 points and we executed the works to the satisfaction of the Respondent Authorities. I submit that for the expenditure incurred by the Petitioner, the Petitioner submitted the bills to the Respondents in connection constructions of Pushkar Nagar's at 4 points. I submit that the bills submitted by us were scrutinized by the DPC (District Purchase Committee) and approved the same for payment of the amounts to the concerned agencies.
6. It is humbly submitted that the Petitioner Firm submitted the respective bills for the above-said works for Rs.2,26,54,425/- to the Respondents. I submit that but the DPC (District Purchase Committee) approved an amount of Rs.2,17,00,000/-. I submit that the 3rd Respondent paid an amount of Rs.1,25,00,000/- towards advance to the Petitioner herein. I submit that still an amount of Rs.92,00,000/- is due from the Respondents.

For Olive Tree Creative Works
R. Sreenivas
Managing Partner

7. It is humbly submitted that the 3rd Respondent issued proceedings in Rc.No.673//2016-H7 dated 16.11.2016 requesting the 4th Respondent for sanction of amounts to the concerned agencies, stating as initially the District Purchase Committee has approved and finalized the bills for an amount of Rs.7,64,33,589/-, then the 4th Respondent has sanctioned an amount of Rs.3.00 crores to Guntur District to meet the expenditure for Krishna Pushkarams; out of that an amount of Rs.2,98,60,512/- was paid to the agencies and officers concerned who have incurred expenditure and there is a balance of Rs.1,39,488/-. As such an amount of Rs.4,65,73,077/- has to be paid to the agencies and officers towards expenditure incurred by the agencies. Therefore, an amount of Rs.4,64,33,589/- (Rs.4,65,33,077-Rs.1,39,488) is required to pay to the concerned agencies, as the agencies are pressurizing for payments.

8. It is humbly submitted that there is a heavy pressure for payment of amounts from the workers and also from the Department of the GST and for which the Department of GST got issued show cause notices for payment of GST and also payment of Service Taxed. In this regard I met the 3rd Respondent and 4th Respondent for clearance of my pending bills which are pending since more than 9 years and requested to release the amounts due for the works done by the Petitioner. I submit the Respondents instead releasing the payments to me paying the bills to others for the works conducted for the years 2016 onwards. I submit that there is no single complaint against the works completed by me. Since there is no reasonable reply from the 3rd Respondent and 4th

For Olive Tree Creative Works

P. Sreenivasulu Reddy
Managing Partner

Respondent inspite of my repeated requests, as such I am constrained to approach this Hon'ble Court and this Hon'ble Court would not grant the relief sought by the Petitioner it will cause much prejudice and mental agony.

9. I respectfully submit that this Hon'ble Court in WP.No.10038/2021 and batch allowed on 05.10.2021. I submit that following the same a similar WP.No.22687 of 2021 was disposed of on 07.10.2021 and the copy of the order is filed along with this WP for the kind perusal of this Hon'ble Court. The claim made in this is admitted amounts and entitled for a similar direction. If this Hon'ble Court would not interfere and grant relief, it will cause much loss to the Petitioner.

10. It is humbly submitted that the Petitioner herein executed the works with his hard-earned money. That the Petitioner has made several requests at the offices of the Respondents, but the same was kept on pending for no reason due to which the Petitioner is constrained to file the present writ petition.

11. That the Hon'ble Apex Court in Madras Port Trust V. Hymanshu International [(1979) 4 SCC 176] has held that "it is high time that Governments and public authorities adopt the practice of not relying upon technical pleas for the purpose of defeating legitimate claims of the citizens and do what is fair and just to the citizens. Of course, if a Government or a public authority takes up a technical plea, the court has to decide it and if the plea is well founded, it has to be upheld by the court, but what we feel is that

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10/10/2021

For Olive Tree Creative Works
P. Sreenivasulu
Managing Partner

such a plea should not ordinarily be taken up by a Government or a public authority, unless of course the claim is not well founded and by reason of delay in filing it, the evidence for the purpose of resisting such a claim has become unavailable."

12. In *Urban Improvement Trust, Bikaner, V. Mohan Law* [(2010) 1 SCC 512], the Apex Court has held that "*Statutory authorities exist to discharge statutory functions in public interest. They should be responsible litigants. They cannot raise frivolous and unjust objections, nor act in a callous and high-handed manner. They cannot behave like some private litigants with profiteering motives. Nor can they resort to unjust enrichment. They are expected to show remorse or regret when their officers act negligently or in an overbearing manner. When glaring wrong acts by their officers are brought to their notice, for which there is no explanation or excuse, the least that is expected is restitution/restoration to the extent possible with appropriate compensation. Their harsh attitude in regard to genuine grievances of the public and their indulgence in unwarranted litigation requires to be corrected. This Court has repeatedly expressed the view that Governments and statutory authorities should be model or ideal litigants and should not put forth false, frivolous, vexatious, technical (but unjust) contentions to obstruct the path of justice.*"

13. I submit that as I stated supra, I have executed the works to the satisfaction of the Respondents within time. The interest on the amounts borrowed by me is piling up day by day. If the amounts are not paid at the earliest, I will be put to irreparable loss and

For Olive Tree Creative Works

P. Sreenivasulu Reddy
Managing Partner

certified true and correct copy

notarized

hardship. Whatever amount that may be paid ultimately in respect of above amounts will be adjusted major portion of the said amount towards interest component. I submit that the respondents are not justified in withholding the amounts payable to me. The works were executed within the stipulated time and were completed to their satisfaction. It is not open for the respondents to withhold the amounts. The action of the respondents in withholding the amounts payable to me, even after completion of the works, is nothing but illegal, arbitrary and unconstitutional. Unless the respondents are directed to release the amount at the earliest in their favour, I will be put to irreparable loss and hardship. That until and unless this Hon'ble Court directs the Respondents to clear the bills submitted by the petitioner and to release payments, the petitioner will be put to irreparable loss and injury which cannot be compensated in any other manner.

14. In view of the above, the Petitioner is left with no other alternative efficacious remedy, except to approach this Hon'ble Court under Article 226 of the Constitution of India.

15. The Petitioner have not filed any other writ or proceedings in any court of law with regard to the above cause of action against the respondents herein and to the best of their knowledge, no writ or proceedings are pending in any court of law except to the extent stated above.

MAIN PRAYER

It is therefore prayed that this Hon'ble Court may be pleased to issue a writ order or direction more particularly, one in the nature of Writ

For Olive Tree Creative Works

* P. Suman S. Wani
Managing Partner

of Mandamus, declaring the action of the respondents in non-payment of amount of Rs.92,00,000/- (Rupees Ninety Two Lakhs Only) for the work done pertaining to constructions of Pushkar Nagar's at 4 points of Technical Sanctioned Amount Rs.4,64,33,589/- (Rupees Four Crores Sixty Four Lakhs Thirty Three Thousand Five Hundred Eighty Nine Only) as illegal, arbitrary, unjust, unreasonable and violative of fundamental rights guaranteed to the Petitioner under Articles 14 and 21 of the Constitution of India and consequently direct the respondents to consider the payment of amounts of Rs.92,00,000/- (Rupees Ninety Two Lakhs Only) for the above said work done forthwith with interest @12% P.A., on the delayed payments as per the orders passed in WP.No.10038 of 2021 and batch and pass such other order or orders as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case.

INTERIM PRAYER

It is also just and necessary that this Hon'ble Court may be pleased to direct the respondents to consider the payment of amounts of Rs.92,00,000/- (Rupees Ninety Two Lakhs Only) for the above said work done forthwith with interest @12% P.A., on the delayed payments as per the orders passed in WP.No.10038 of 2021 and batch and pass such other order or orders as this Hon'ble Court may deem fit and proper in the interest of justice.

last page corrs.

Solemnly and sincerely affirm this
the day of 03.03.2025
and signed his name in my presence.

For Olive Tree Creative Works
P. Sevan Sivan
Deponent
Managing Partner


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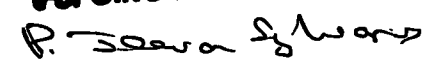
BEFORE ME

ADVOCATE :: AMARAVATI

VERIFICATION STATEMENT

I, Perumallapalli Jeevan Sylvanus S/o P.Netaji Subash Chandra Bose, Managing Partner of the Petitioner M/s Olive Tree Creative Works, Guntur, aged about 42 years, D.No.26-41-119, Sharon Gardens, VG Nagar Road, Guntur, Guntur District, now having temporarily come down to Amaravathi, being the petitioner/ person acquainted with the facts do hereby verify and state that the contents of the above paras of the Affidavit are true and correct to the best of my knowledge. The above contents are typed under my instructions and same are read over and explained to me in vernacular language. Hence verified at AMARAVATI on this the day of 17.03.2025


Advocate

For Olive Tree Creative Works

Managing Partner
Deponent



ఆంధ్రప్రదేశ్ రాష్ట్రం ANDHRA PRADESH 30 JUL 2015
S.No. 9106 Dt. 30/7/2015
Sold to Olive Tree Creative works, Guntur Rep by its mg/pt
Forwong - V.V. Bhaskar S/o Rathaiah, Guntur

BR 3277
CH. MADHU SA
Licensed Stamp Vendor
Lic. No. 01-17-000001
Ph. No. 01-17-010701
AGATHANARAJU ROAD-02
Guntur Dist. Pin: 526001

PARTNERSHIP DEED

This Deed of Partnership is made on the 7th day of September, 2015 among:

1. **PERUMALLAPALLI JEEVAN SYLVANUS**, S/o P. Netaji Subhash Chandra Bose, aged about 35 years, resident at D.No:26-41-119, Sharon Gardens, V.G.Nagar road, Guntur.

(Herein after called as FIRST PARTY)

AND

2. **VIPPARLA VIJAYA BHASKAR** S/o V. Rathaiah, aged about 42 years, resident at S.C.Colony, Nallapadu, Guntur.

(Herein after called as SECOND PARTY)

WHEREAS Both the partners here to have agreed to constitute a partnership by becoming partners here of to carry on and set business in partnership on the terms and conditions herein after appearing:

NOW THIS DEED WITNESS AS FOLLOWS:

1. NAME: The firm Name of Partnership will be. " **OLIVE TREE CREATIVE WORKS**"

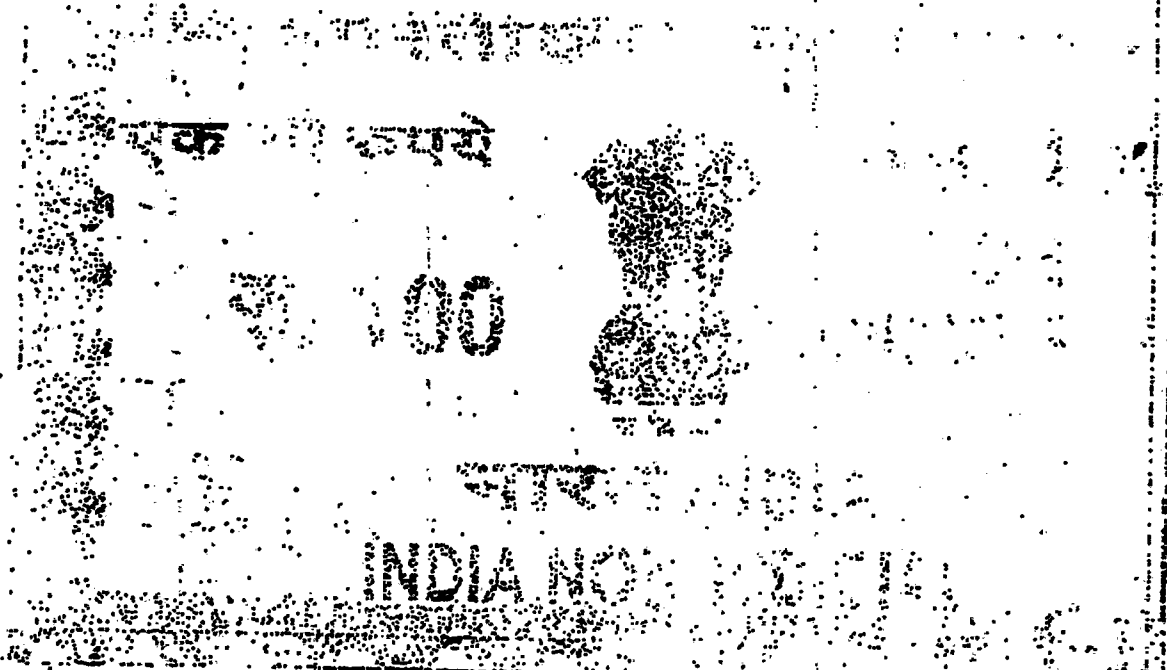
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1. P. Jeevan Sylvanus

2. V. V. Bhaskar

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S.No. 9/07 Dt. 30/7/2015

Sold to Olive Tree Creative works, Guntur Rep by its mg/part -

Forwong - V.V. Bhaskar S/o Rathaiah. Guntur

CH. MADHU BAI
Licence Stamp Vendor
L.No: 07-17-022/2011
RL No: 07-17-018/2015
AGATHAMMA PPAJAL-522 S
Guntur Dist. Code: 53043104

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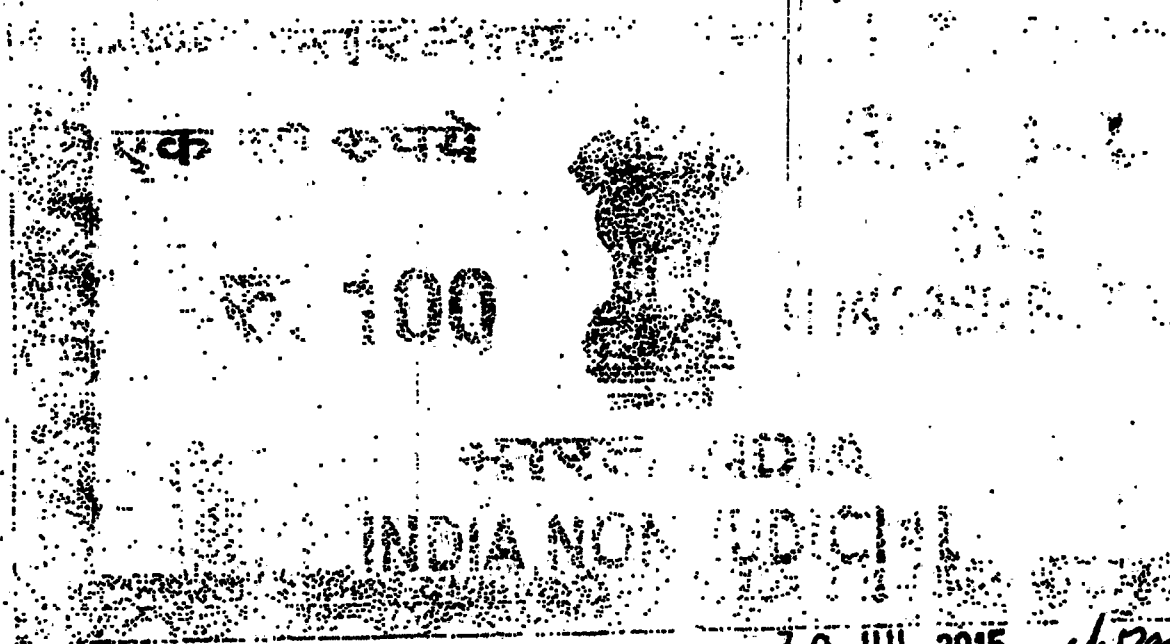
- 2 **NATURE OF BUSINESS AND PLACE:** : The business of partnership shall be that the All Types Events , Advertisement Creation and placements in Print and Electronic Media, Printing of all types of books or any other type of business that the partners may mutually agree upon from time to time. The Business shall be carried on at Near D.No:26-41-117, Sharon Gardens, Venugopal Nagar road, Guntur or such other places the partners may mutually agree upon from time to time for the convenience of business.
- 3 **TERM:** The duration of the partnership is not limited to any length of time. It is a partnership at will. If any partner or partners retires or expires, remaining partners may continue until such time they mutually agree upon.
- 4 **CAPITALS:** The capitals of the partners can be contributed according to their convenience.
- 5 **INTEREST:** The firm shall pay interest of 12% per annum on the capital contribution. The profit or loss shall be arrived at after accounting the interest so payable or paid.

Contd ...3

1. P. Bhaskar S/o Rathaiah
2. V.V. Bhaskar

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12-



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S.No.9/08 Dt.30/7/2015

Sold to Olive Tree Creative Works, Guntur Rep by its mg/part
Scrutiny - V.V. Bhaskar S/o Rathaiah. Guntur

30 JUL 2015

CH. MADHU BAE
Licensed Stamp Vendor
L.No: 07-17-2011
R.L. No: 07-17-2014
AGATHARRAPPA CH-622 SR
Guntur Dist. Call: 9896316600

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6 **SHARES IN PROFITS AND LOSSES:** The shares of partners in the Net Profits and Losses of the firm shall be as under:

First Party : 75% (Seventy Five Percent)
Second Party : 25% (Twenty Five Percent)

7 **OPENING AND OPERATION OF BANK ACCOUNTS:** The firm shall maintain one or more than one Bank Account as may be decided upon by the partners, and such an account or accounts can be operated by the First Partner Individually. The Firm can borrow any amounts from an individual, firm, company, finance institutions and Banks etc, to development of the business.

8 **ADMISSION:** A new partner or partners can be admitted only with the unanimous consent of the existing partners.

9 **ACCOUNTS:** The firm shall regularly maintain proper books of account and shall ordinarily be kept at firm's place of business and every partner have access to the books and right to verify their correctness.

10 **WORKING PARTNERS/REGISTRATION PARTNERS:** Both the partners are working partners and will take active role in day to day business activities. First Partner will act as Managing Partner.

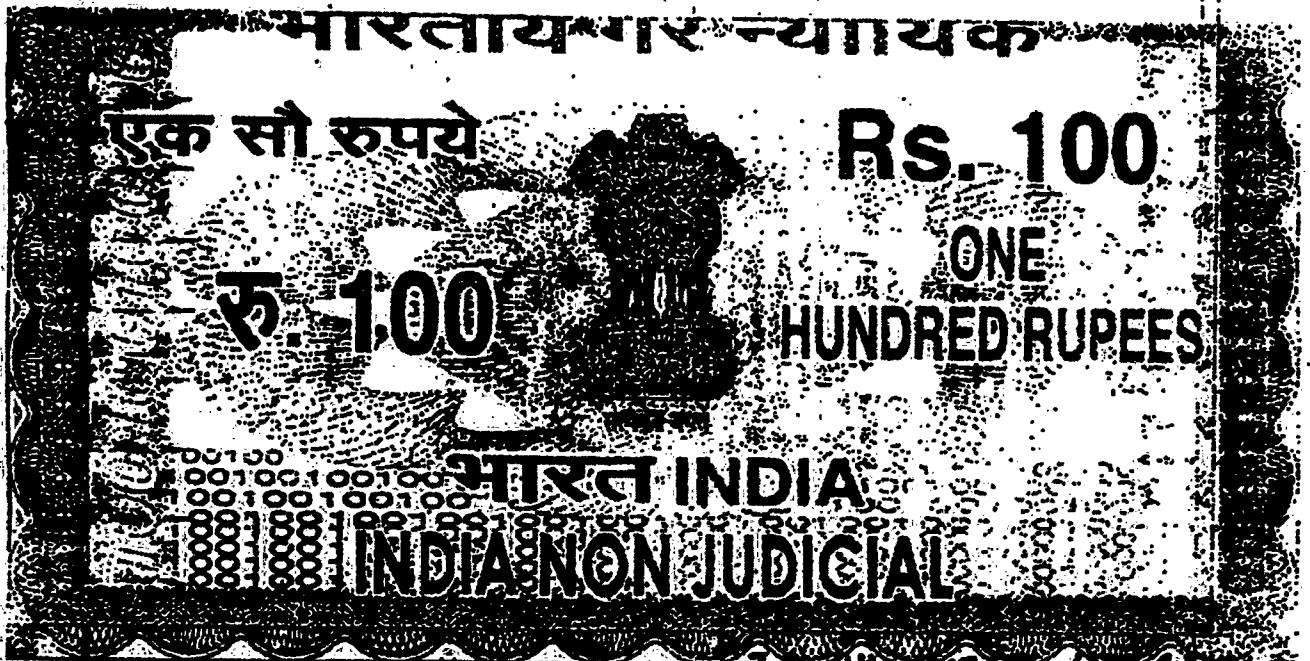
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1. P. Seenu Engineering

2. V.V. Bhaskar

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- 13 -



ఆంధ్ర ప్రదేశ్ రాష్ట్రం ANDHRA PRADESH

S.No. 9/07 D.30/7/2015

Sold to Olive Tree Creative works, Guntur Repdy its org/pt
 orw/hong - V.V. Bhaskar s/o Rathaiah, Guntur

30 JUL 2015
 CH. MASHU BABU
 Licensed Stamp Vendor
 LNo: 02-17-002011
 RL No: 02-17-012014
 AGATHAMMA PAPER & STAMP
 Guntur Dist. Cat: 3504310472

:: 4 ::

11 **RETIREMENT/ DISSOLUTION**: If any partner at any time during the subsistence of partnership desirous of retiring from the partnership he shall be competent to do so, unless the retiring partner gives a notice before Three months in writing.

12 **PAYMENT TO RETIRED OR DECEASED PARTNERS**: The continuing partners shall pay the amount due to the retiring partner or the legal representative of the deceased partner within three months from the date of retirement or the death of the partner.

13 **DISPUTE**: In case of any dispute relating to the partnership business, the matter shall be referred to arbitration under the provisions of the Indian Arbitration Act then enforce and the decision given by the mediators shall be final and binding on all the partners.

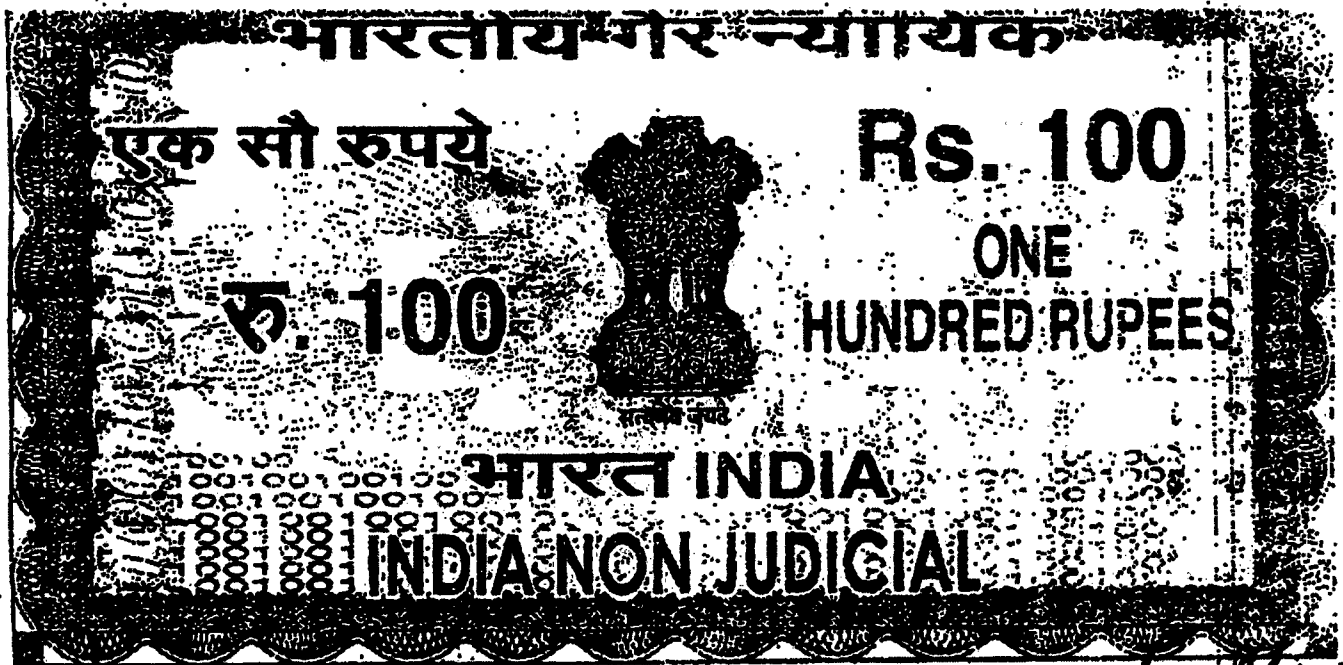
14 **SALARIES**: All the partners are entitled to salaries. The firm shall pay their salaries as under section 40(b) in the Income Tax Act, 1961. All the partners are entitled for salaries as per the provisions of the section:-

On the First	Rs.300000/- of Book Profit	: 67.50% to First Partner.
		22.50% to Second Partner.
On the balance of the book profit		: 45% to First Partner.
		15% to Second Partner.

Contd ... 5

1. P. Jeevan Sylvaenus

2. V.V. Bhaskar



30 JUL 2015
S.No. 9110 Dt. 30/7 2015
Sold to Olive Tree Creative Works, Guntur Repy its na/2015
or where - V.V. Bhaskar & Rathiah. Guntur
CH. MADHU BABU
BR 327782
AGATHANADAPPA
Guntur Dist. Andhra Pradesh

:: 5 ::

15 **CHANGES:** If the partners wants to make any change in the existing clause Or clause or clauses or addition of any new clauses, such modification or deletion or addition can be treated as part and parcel of this deed provided if they reduced into writing on Rs. 100/- stamp paper with the partners signatures. and with unanimous consent. The changes will come into operation from the time they mutually agree upon and mentioned therein.


16 **APPLICATION OF PARTNERSHIP ACT 1932:** Subject to and without prejudice to the express provisions of these presents the provisions of Indian Partnership Act, 1932 shall be applicable to this partnership firm and they ate deemed provisions of this document.

IN WITNESS Where of the parties here to have signed this deed on the day and year first mentioned above.

WITNESS:

1.  (Feba M.R.)

P. Suman S. J. Mani
(FIRST PARTY)

2.  (B. PRAKASHARAD)

V.V. Bhaskar
(SECOND PARTY)

P2/23

By Regd Post



From
Sri Kantulal Dande, I.A.S.,
Collector & District Magistrate,
Guntur.

To
The Commissioner,
Endowments,
~~Vijayawada.~~
Hyderabad.

Rc.No.673/2016-H7, Dated: 16-11-2016

Sir,

Sub: Krishna Pushkarams - Guntur District - Conduct of Krishna Pushkarams from 12.08.2016 to 23.08.2016 - Expenditure incurred by District Administration - Request to release the funds - Regarding.

Ref: Lt. In Rc.No.P2/20591/2016-2, dt. 26.07.2015 of the Commissioner, Endowments Department, A.P., Hyderabad.

I submit that during the Krishna Pushkarams the District Administration has incurred an amount of Rs.8,91,07,336/- to meet the expenditure towards arrangements of 14 Pushkar Nagars, supply of food to the staff deployed from various places, construction of Pinda Pradanam sheds etc.,

The District Purchase Committee has approved and finalized the bills for an amount of Rs. 7,64,33,589/-.

The Commissioner, Endowments has sanctioned an amount of Rs.3.00 Crores to Guntur District to meet the expenditure for Krishna Pushkarams.

Out of that an amount of Rs.2,98,60,512/- was paid to the agencies and officers concerned who have incurred expenditure and there is a balance of Rs.1,39,488/-

An amount of Rs. 4,65,73,077/- has to be paid to the agencies and officers towards expenditure incurred by them. The details are shown in separate statement.

An amount of Rs.4,64,33,589/- (4,65,73,077/- - 1,39,488/-) is required to pay to the agencies and officers towards expenditure incurred by them.

In view of the above, I request that an amount of Rs. 4,64,33,589/- (Rupees Four Crores Sixty four lakhs Thirty three thousand five hundred and eighty nine only) may kindly be released to Guntur District, so as to clear off the pending bills of Krishna Pushkarams, as the agencies / officers are pressing for payment.

Yours faithfully

Collector & District Magistrate
Guntur

17 DEC 2016

16/11/16
16/11/16

16/11/16

Copy submitted to the special officer, Krishna Pushkarams.

Sl. No.	Name of the Agency / Dept	Nature of Work	Amount claimed	Amount finalised	Amount paid	Balance to be paid
✓ 10	M/s.Srushti Events Pvt. Ltd.,	Towards constructions of Pushkar Nagars at 4 points	23336720	17400000	4000000	13400000
✓ 11	M/s.Olive Tree Creative Works, Guntur	Towards constructions of Pushkar Nagars at 4 points	22654425	21700000	12500000	9200000
✓ 12	Kothamasu Tent House and Decorators	Towards constructions of Pushkar Nagars at 3 points	3993000	2500000	1000000	1500000
13	E.D. Tourism and Joint Director, Social Welfare, Guntur	Towards lighting to Seethanagarm hill and plotting of plants, grass sheets, and pathway and establishing budda statue (10 feet)	1950000	1950000	1120000	830000
14	P.D., Housing, Guntur	For providing of additional shamiyanas, Pinda Pradanam sheds, medical camp sheds, control room sheds including labour charges	373440	373440	0	373440
15	Hotel Sindoori, Guntur	Towards rooms rents and others	153448	125000	100000	25000
16	Collector's Office, Guntur	Towards Hire charges and oil charges for the vehicles used for VVIPs Krishna Pushkaram	710558	650842	650842	0

Sl. No.	Name of the Agency / Dept	Nature of Work	Amount claimed	Amount finalised	Amount paid	Balance to be paid
17	Dist. Supply Officer, Guntur	Food arrangements to the staff who drafted for Krishna Pushkaram duties at Amaravathi (AKSHAYA PATRA & Mourya Catereres) Mourya Catereres- 5210000 Amount finalised-5000000 Akshaya Patra- 2352000/- Akshaya Patra Amount finalised- 2000000	7562000	7000000	2000000	5000000
18	Tahsildar, Repalle through the RDO, Tenali	Expenditure incurred for providing additional amenities in Pushkar Ghats of Repalle Mandal i.e. Accommodation, Food Supply, Diesel charges, Sheds for medical teams etc.,	2252686	1400000	300000	1100000

Sl. No.	Name of the Agency / Dept	Nature of Work	Amount claimed	Amount finalised	Amount paid	Balance to be paid
19	Eventhral Events, Media Entertainment	Towards the arrangements made for Pushkara Sobha Yatra: Stage: Stage set up at Collector's office Truss: Goal post truss 40 ft. width Sound: Double bin pro sound, state Gear, Professional sound Engg. LED Screen: 1 No. LED screen for 40 x 20 ft. Intelligent Lighting : Multiple LED Parcans (at NTR Stadium) Sharpys, Moving Head Beams, Flashers, Blinder and dimmer pack, professional vfx light engineer VFX ON STAGE: Cold Fire, Haze Machines, Confetti VENUE AMBIENT DECOR: Illuminate Pillars, archers on the road near Collector office PYROTECHNIQUES: Cold Fire, Aerial Shots PROCESSION VAN: Decorated float with Krishnamma Inflatable Cultural Arts for Procession: Kerala Artists Chandi Melam (12 Members) Chhau Dance (3 members) Chhau Dance (2 Members) Moore Nrithyam (2 member) Kathakali (2 Members)	1725000	50000	250000	250000

Sl. No.	Name of the Agency / Dept	Nature of Work.	Amount claimed	Amount finalised	Amount paid	Balance to be paid
20	Tahsildar, Amaravathi	Diesel Charges, Diesel charges for free buses and protocol expenses,	128143	128143	0	128143
		Towards Protocol courtesies to the VIPs and officers	351343		0	0
		Diesel charges for free buses	243457	243457		243457
		Minor repairs and electrical works to the Guest house, Amaravathi	47326		0	0
		Total	770269			
21	Tahsildar, Gurazala through the Revenue Divisional Officer, Gurazala	Food	57770			
		Hiring of vehicles	76800			
		Tent House bills	65488			
		Accommodation	83400			
		Miscellaneous	50701			
		Total	334159	200000	200000	0
22	District Manager, APSCSC Ltd., Guntur	Transportation of Food commodities for the use of Pilgrims from TTD Kalyana Mandapam, Vijayawada to the Pushkar nagars of Rytham Centre, Model Dairy, Nulakapeta, (Kalyanamandapam), Railway Station	190000	190000	0	190000
23	Tahsildar, Kollipara	Shamiyana rent for 12 Pushkara ghats	86400		0	0
		Tables at 12 Pushkar ghats	14400		0	0
		Chairs at 12 Pushkar ghats	8640		0	0
		TOTAL	109440	109440	0	109440
24	Sri Mayura A/C Veg. & Non. Veg. Family Restaurent, Guntur	Towards expenditure incurred for the meals to the officers attended meeting of Krishna Pushkarams at Z.P. Meeting Hall, Guntur	36400	36400	30000	6400

24

Sl. No.	Name of the Agency / Dept.	Nature of Work	Amount claimed	Amount finalised	Amount paid	Balance to be paid
25	Master Xerox, Brodipet, Guntur	Towards expenditure incurred for Photostat and spiral binding of notes of Krishna Pushkararam	17669	17669	15000	2669
26	1 Pure Water Systems, Navabharatnagar, Guntur	Towards supply of watch towers at various places of Krishna Pushkar ghats from 12.08.16 to 23.08.16 For Urban SP- 13 For Rural SP - 32	1058400	1058400	1000000	58400
27	Collector's office, Guntur	Towards expenses incurred for maintenance of Control Room and protocol expenses	15150	15150	15150	0
28	Santhosh Photography, Guntur	Photos and Videos for Krishna Pushkaralu from 08.08.2016 to 24.08.2016 Video coverage for Ghats, Video Editing	72000	72000	50000	22000
29	M/s.S.S.Digitals, Guntur (C/o. M/s.Olive Tree Creative Works, Guntur)	Towards arrangements of stage at Thallayapalem, Dharanikota, and Amaravathi Ghats	283320	500000	500000	0
		Power station at Pushkar nagar, Dharanikota ghats	22500			
		12x8 size LED screen 4 Nos. on 23.08.2016	140000			
		Towards arrangement of Drone cameras at Dharanikota, Amaravathi, Saivakshetram, Seethanagaram, Nagarjunasagar, Repalle, on 23.07.16, 27.07.16, 2.08.16, 8.08.16	200000			

Sl. No.	Name of the Agency / Dept	Nature of Work	Amount claimed	Amount finalised	Amount paid	Balance to be paid
30	M/s.S.S.Digital, Guntur (C/o. M/s. Olive Tree Creative Works, Guntur)	Towards arrangement of LED Screens (17x11) size 60 inch LED televisions for Training programme on Crowd managements held at Gynkhana auditorium on 30.07.2016	95000			
		Total	740820			
31	Siglam Adikakshmi Sivaleela, MRI, Guntur through the Tahsildar, Guntur	Towards arrangements of refreshments to the officers, staff attended for training programme on Crowd management held at Gynkhana auditorium on 30.07.2016	22030			
		Towards arrangements of refreshments to the officers for the meeting held in ZP meeting hall on 31.07.2016	7490	29520	29520	0
		Total	29520			
	Vigneswara Twister Videos, Guntur	Photos and Videos for Krishna Pushkaralu from 20.8.16 to 22.08.16 3 days: Video coverage by Inspection teams for Pushkar nagars of Mangalagiri and Tadepalli	15000			
		Photos and Videos for Krishna Pushkaralu from 21.8.16 to 22.08.16 2 days: Video coverage by Inspection teams for Pushkar nagars of Amaravathi, Uddandurayunipalem	10000			

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Sl. No.	Name of the Agency / Dept	Nature of Work	Amount claimed	Amount finalised	Amount paid	Balance to be paid
32	Vigneswara Twister Videos, Guntur	Photos and Videos for Krishna Pushkaralu from 21.8.16 to 22.08.16 2 days Video coverage by Inspection teams for Pushkar nagars of Gurazala Division, Pondugala, Nagarjunasagar on 22.08.16	5000	100000	100000	
		6x3 frames 6x4 2 frames	3750			
		Flexy 6x3	1200			
		Video coverage of arrangements made at Pushkar nagars and 72 Pushkar ghats in the district by the phctography teams 14 days x 10000	140000			
		TOTAL	174950			
33	Sai Leela Filling Station, Mandadam through the Tahsildar, Thullur	Diesel utilised for the transportation of devotees from Saiva Kshetram to Pushkar Nagar	59874	59874	0	59874
34	Sallakshmi Tent House, Kothapeta Guntur through Tahsildar, Thullur	Shamiyanas and other items used at Saiva Kshetram, Thallayapalem	55970	30000	0	30000
35	Tahsildar, Machavaram through RDO, Gurazala	Towards arrange Shamiyanas at Pushkar Ghats of Machavaram Mandal	71700	40000	0	40000

Sl. No.	Name of the Agency / Dept	Nature of Work	Amount claimed	Amount finalised	Amount paid	Balance to be paid
36	Tahsildar, Guntur	Towards Lunch Arrangements to the Dy. Collector, Flower Bouques, Snack Items for meeting at Z.P. Meeting Hall etc.,	19381	19381	0	19381
37	Tahsildar, Atchampeta	Towards expenses incurred for arrangements of lunch to the staff attended to duties from 08.08.2016 to 23.08.2016	228260	150000	0	150000
38	Tahsildar, Macherla through the RDO, Gurazala	Towards accommodation	140000	400000	0	400000
		Food arrangements	231793			
		Shamiyanas at Ghats	213400			
		Cost of Flexies	12480			
		Total	597673			
39	Tahsildar, Rentachintala through the RDO, Gurazala	Hiring of vehicles	18000	66560	0	66560
		Tent House bills	24200			
		Flexy bills	10500			
		Miscellaneous	13860			
		Total	66560			
40	Tahsildar, Dachepalli through the RDO, Gurazala	For supply of food to the employees, hire charges of vehicles, shamiyana, chairs, mikes, flexies at Tangeda, Bhatrupalem, Ramapuram and Pondugula Ghats.	656200	400000	0	400000

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Sl. No.	Name of the Agency / Dept	Nature of Work	Amount claimed	Amount finalised	Amount paid	Balance to be paid
41	Tahsildar, Kolluru	1) For 1 tent @ 100/- pd. Rs.100x10 ghats x 12 days = 12000/- 50 - chairs @ Rs.4/- pd Rs.200 pd x 10 ghats x 12 days = 24000/- 2- tables @ Rs.20/- pd Rs.40 x 10 ghats x 12 days = 12000/-	48000		0	0
		2) Public address system @ Rs.500/- pd Rs.500 10 ghats x 12 days = 60000/-	60000			0
		3) Break fast + Lunch + dinner to the staff at 10 ghats @ Rs.120 x 100 x 12 days = 124000/-	124000			0
		Total	232000	200000		200000
42	PD, DRDA	Reimbursement of amount incurred for preparation of Pooja Kits	1823113	1823113	0	1823113
43	DEO, Guntur	Wall paintings done at Amatavathi inview of Krishna Pushkarams	210000	210000		210000
44	Collector, Guntur	Tentative amount towards TA & DA to the Revenue Staff deployed from all Dists	8000000	8000000		8000000
		Total	89107336	76433589	29860512	46573077

Collector & District Magistrate
Guntur

P3/23

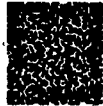

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Government of India
Form GST REG-06
(See Rule 10(1))

Registration Certificate

Registration Number : 37AAEFOS244N22T

1.	Legal Name	OLIVE TREE CREATIVE WORKS		
2.	Trade Name, if any	OLIVE TREE CREATIVE WORKS		
3.	Constitution of Business	Partnership		
4.	Address of Principal Place of Business	26-41-117, VENUGOPAL NAGAR ROAD, SHARON GARDENS, GUNTUR, Guntur, Andhra Pradesh, 522004		
5.	Date of Liability	01/12/2017		
6.	Period of Validity	From	06/03/2018	To NA
7.	Type of Registration	Regular 		
8.	Particulars of Approving Authority			
Signature		Validity unknown Digitally signed by  GOODS AND SERVICES TAX NETWORK 1 Date: 2018.04.11 21:28:52 IST		
Name				
Designation				
Jurisdictional Office				
9.	Date of issue of Certificate	11/04/2018		
Note: The registration certificate is required to be prominently displayed at all places of business in the State.				

This is a system generated digitally signed Registration Certificate issued based on the deemed approval of application on 06/03/2018.

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-29-

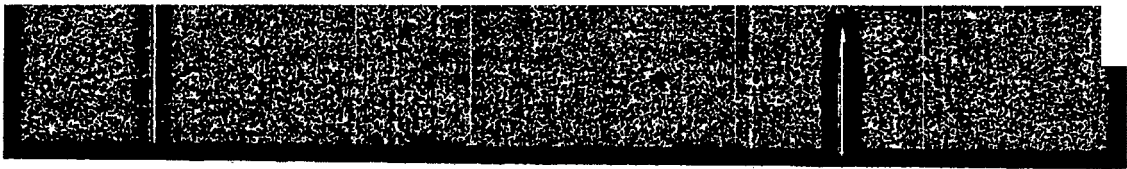


Annexure A

GSTIN	37AAEFOS244N2ZT
Legal Name	OLIVE TREE CREATIVE WORKS
Trade Name, if any	OLIVE TREE CREATIVE WORKS

Details of Additional Places of Business

Total Number of Additional Places of Business in the State	0
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Annexure B

GSTIN 37AAEF05244N22T
Legal Name OLIVE TREE CREATIVE WORKS
Trade Name, if any OLIVE TREE CREATIVE WORKS

Details of Managing / Authorized Partners

1		Name	JEEVAN SYLVANUS PERUMALLAPALLI
		Designation/Status	MANAGING PARTNER
		Resident of State	Andhra Pradesh
2		Name	VIJAYA BHASKAR VEPPARLA
		Designation/Status	PARTNER
		Resident of State	Andhra Pradesh

PH | 36₁

(Lx)

THE HONOURABLE SRI JUSTICE BATTU DEVANAND

WRIT PETITION Nos. 22687, 22711, 22752, 22759, 22789, 22795, 22798, 22815, 22849, 22853, 22863, 22925, 22931, 22935, 22942, 22949, 22950, 22952, 22959, 22961, 22963, 22965, 22969, 22970, 22997, 23014, 23070, 18399, 19480, 19755, 19838, 20559, 20806, 20834, 20848, 20856, 20902, 20989, 20998, 21001, 21018, 21059, 21061, 21062, 21063, 21064, 21065, 21066, 21067, 21068, 21069, 21070, 21071, 21072, 21073, 21089, 21094, 21130, 21148, 21149, 21161, 21170, 21175, 21176, 21201, 21212, 21214, 21216, 21228, 21238, 21310, 21341, 21348, 21357, 21361, 21370, 21405 of 2021

COMMON ORDER:-

Heard learned counsel for the petitioners and the learned counsels appearing for the respondents. Perused the material available on record.

2) The issue raised in these present Writ Petitions is squarely covered by the order, dated 05.10.2021 in W.P.No.10038 of 2021 and batch.

3) Accordingly, these writ petitions are allowed with the same directions issued by this Court in the said batch of writ petitions:

- i) The Memo No.1263069/RD.II/A1/2020, dated 05.11.2020 and the Memo No.1388361/RD.II/A1/2020, dated 12.05.2021 issued by the respondent No.1 are set aside to the extent of deduction of 21.02% for DCC works and 6.333% for MCC works

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- ii) The respondents are directed to clear the bills submitted by the petitioners and to release payments forthwith, in case no payment is made till date.
 - iii) In case, any part payment is made as on date, the remaining amount shall be paid to the petitioners forthwith.
 - iii) The respondents shall pay interest @ 12% per annum within a period of four (4) weeks from the date of receipt of a copy of this order.
 - iv) The interest shall be computed from the date of expiry of one month from the date of submission of the bill by the petitioners to till the date of final payment.
- 4) There shall be no order as to costs.

Miscellaneous petitions pending, if any, in this case shall stand closed.

JUSTICE BATTU DEVANAND

Date : 07.10.2021

Note: Issue CC by tomorrow.

B/o
MP

THE HONOURABLE SRI JUSTICE BATTU DEVANAND

WRIT PETITION Nos. 22687, 22711, 22752, 22759, 22789, 22795, 22798, 22815, 22849, 22853, 22863, 22925, 22931, 22935, 22942, 22949, 22950, 22952, 22959, 22961, 22963, 22965, 22969, 22970, 22997, 23014, 23070, 18399, 19480, 19755, 19838, 20559, 20806, 20834, 20848, 20856, 20902, 20989, 20998, 21001, 21018, 21059, 21061, 21062, 21063, 21064, 21065, 21066, 21067, 21068, 21069, 21070, 21071, 21072, 21073, 21089, 21094, 21130, 21148, 21149, 21161, 21170, 21175, 21176, 21201, 21212, 21214, 21216, 21228, 21238, 21310, 21341, 21348, 21357, 21361, 21370, 21405 of 2021

Date : 07.10.2021

IN THE HIGH COURT OF ANDHRA PRADESH AT AMARAVATI

I.A. NO. _____ OF 2025
IN _____
W.P. NO. _____ OF 2025

BETWEEN:

M/s. Olive Tree Creative Works, Guntur,
Rep., by its managing Partner,
Perumallapalli Jeevan Sylvanus,
S/o P.Netaji Subhash Chandra Bose,
Aged about 44 years, D.No.26-41-119, Sharon Gardens,
VG Nagar Road, Guntur, Guntur District.

...Petitioner

AND

1. **The State of Andhra Pradesh,**
Rep by its Principal Secretary,
Endowments Department,
Secretariat, Velagapudi, Guntur District.
2. **The State of Andhra Pradesh**
Rep by its Principal Secretary,
Finance & Planning Department,
Secretariat, Velagapudi, Guntur District.
3. **The District Collector,**
Guntur, Guntur District.
4. **The Commissioner**
Endowments Department
Gollapudi, Vijayawada.

...Respondents

It is also just and necessary that this Hon'ble Court may be pleased to direct the respondents to consider the payment of amounts of Rs.92,00,000/- (Rupees Ninety Two Lakhs Only) for the above said work done forthwith with interest @12% P.A., on the delayed payments as per the orders passed in WP.No.10038 of 2021 and

batch and pass such other order or orders as this Hon'ble Court may
deem fit and proper in the interest of justice.


Counsel for the Petitioner

AMARAVATI

DATE: 07.03.2025

Ql
GUNTUR DISTRICT

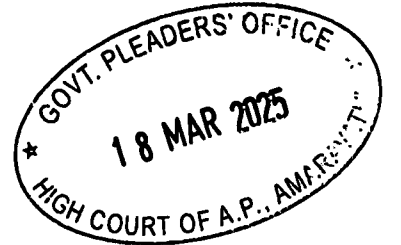
IN THE HIGH COURT OF ANDHRA
PRADESH AT AMARAVATI

I.A.NO. OF 2025
IN
W.P. NO. OF 2025

Endy
Fap

DIRECTION PETITION

Filed on:



Filed by:

M/s.G ARUN SHOWRI (21750)
P LAKSHMI NIKITHA
SHAIK SHAHEDAZ
SAI SUNDEEP M
RAVI TEJA GUDE
ALLAM SAI KEERTHI
ADVOCATES

COUNSEL FOR THE PETITIONER

9618636179

Acknowledgement No.:



FINO10222847

Tuesday, Mar 18, 2025 13:32:33 PM

APOLCMS