

**IN THE HIGH COURT OF MANIPUR
AT IMPHAL**

WP(C) No. 87 of 2023

Shri K. Babushahab Singh, aged about 60 years, S/o (L) K. Tomba Singh, President, All Manipur Agarwood & Allied Industrialist Association, Lamboikhongnangkhong, U.K. Road, Mayai Leikai, P.O. & P.S. Lamphel, Imphal West District, Manipur.

.....Petitioner

-Versus-

1. The Chief Secretary of Manipur of the Govt. of Manipur, representing the State of Manipur, Old Secretariat Building, Imphal West, Manipur-795001.
2. The Commissioner/Secretary (Revenue) of the Govt. of Manipur, Old Secretariat Building, Imphal West, Manipur-795001.
3. The Chairman-in-Charge, Manipur Development Society, Old Secretariat Building, Imphal West, Manipur-795001.
4. The Commissioner/Secretary/Addl. Chief Secretary, Planning, Govt. of Manipur, Old Secretariat Building, Imphal West, Manipur-795001.

5. The Director of Planning, Government of Manipur, Babupara, Imphal West, Manipur- 795001.
6. The Deputy Commissioner of Chandel District, Chandel D.C. Office Complex, Chandel, Manipur- 795127.
7. The Deputy Commissioner of Tengnoupal District, Tengnoupal D.C. Office Complex, Tengnoupal, Manipur- 7955131.

.....Respondents

**-BEFORE-
HON'BLE THE ACTING CHIEF JUSTICE MR. M.V. MURALIDARAN**

For the Petitioner	::	Mr. S. Abung, Advocate
For the Respondents	::	Mr. Sh. Shyam Sharma, GA
Date of Hearing and Judgment & Order	::	01.02.2023

JUDGMENT AND ORDER
(ORAL)

Heard Mr.S.Abung, learned counsel for the petitioner and Mr.Shyam Sharma, learned Government Advocate for the respondents.

2. By consent, the writ petition is taken up for final disposal at the admission stage itself.

3. This writ petition has been filed seeking the following reliefs:

“1. Allow this Petition.

2. The rent fixed by the State authority at Rs.1927/- per month is arbitrary as such be nullified and be kindly fixed the rent by this Hon’ble Court reasonably as such repayment by adjusting the amount already paid for 18 years i.e. from May 2005 to 2023 – Rs.4,16,232/- on new rent fixed by this Hon’ble Court from 2005 to the end of this litigation and further rent payment duration bound be fixed;

3. Rent per head of a vendor be allowed to be proposed to State authority;

4. Arrange the State authority to pay reasonable rent for use of Petitioner’s Land or make them pay proper Land compensation as fixed by this Hon’ble Court.

5. Make the State authority to vacate the present home stead land of the Petitioner in failure to pay right rent or compensation to the Petitioner;

6. Any other Order, direction or Writ as deemed fit by this Hon’ble Court.”

4. Mr. S. Abung, the learned counsel for the petitioner submitted that the petitioner owned the land covered in Dag No.7398 having old Patta No.4, new Patta No.1523 situated at 95-Moreish, Tengnoupal District, Manipur and the said land was allotted to the petitioner after long legal tussle with the State authority on 10.9.2004 and after the land ownership confirmed, the State authority under DRDA had constructed 4 market-sheds using Manipur Development Society without paying any land compensation nor any rent from the year 2005.

5. The learned counsel for the petitioner further submitted that earlier the petitioner has filed W.P.(C) No.767 of 2017 seeking direction on the State authorities to pay the rent or to direct the respondent authorities to acquire the land by paying due compensation to the petitioner. By the order dated 25.9.2018, the said writ petition was disposed of by directing the State authorities to verify whether the petitioner is the owner of the land and if it so, enjoyment by the owner cannot be deprived of by the authorities without giving due compensation under the law or paying rent as the case may be.

6. The learned counsel would submit that contrary to the letter dated 21.12.2022, the Government authority acts unilaterally in not inviting the petitioner for rent negotiation. Since the State authorities disobeyed the direction of this Court dated 25.9.2018 passed in W.P.(C) No.767 of 2017, the petitioner has filed Contempt Case No.51 of 2019. By the order dated 16.2.2023, the said Contempt Case was closed holding that the order has been duly complied with.

7. The learned counsel next submitted that by fixing the rent at the rate of Rs.1927/- per month, the Deputy Commissioner has handed over cheque for a sum of Rs.4,16,232/- towards rent arrears for 18 years before the Court, which was received by the petitioner with protest. According to the petitioner, the monthly rent at the rate of Rs.1927/- fixed by the State authorities is very low, as the State authorities is collecting rent of Rs.200/- per vendor for minimum 500 vendors and approximately they are collecting Rs.1,00,000/- per month. Therefore, the rent of Rs.1927/- per month fixed by the State authorities is unacceptable. Since the State authorities are paying less rate of rent, the petitioner being the land owner of the present homestead is not in a position to

continue the renting of the land to the State authority. Therefore, it is necessary for this Court to intervene in the arbitrary and forceful occupation of the homestead by the State authority, otherwise either to make the State authority to pay reasonable rent by proper mutual negotiation or to make the respondent authorities to vacate the land in question immediately.

8. Refuting the submissions made by the learned counsel for the petitioner, Mr. Sh. Shyam Sharma, the learned Government Advocate submitted that after making necessary enquiry, the State authorities had fixed the rent at the rate of Rs.1927/- and, accordingly, they have paid Rs.4,16,232/- to the petitioner as rent arrears for the period of 18 years and therefore, the writ petition is liable to be dismissed.

9. Considering the arguments made by learned counsel for the petitioner and the learned Government Advocate, this Court is of the view that there was no fixed rate of rent for leasing the land in question with the State authorities by the petitioner. The State authorities though committed default in paying the rent to the petitioner, now they have chosen to pay the rental to the petitioner by duly accepting the

petitioner as the land owner. However, the grievance expressed by the petitioner in this case is quantification of rent, which cannot be decided exercising jurisdiction under Article 226 of the Constitution of India. If the petitioner has any grievance in that regard, the petitioner has to approach the competent civil Court. Exercising jurisdiction under Article 226 of the Constitution of India, this Court cannot fix the rent for the land in question and it is for the petitioner and the State authorities to negotiate the same mutually.

10. At this juncture, it is pertinent note that while closing the Contempt Case No.51 of 2019 filed by the petitioner for the alleged disobedience of the order dated 25.9.2018 in W.P.(C) No.767 of 2017, this Court observed that validity of the quantification of the rental cannot be subjected to scrutiny in the contempt case and if the petitioner has any grievance in that regard, he would necessarily have to file independent proceedings before the appropriate forum in accordance with law. When such being the observation of the Court, fixation of land rent or land compensation, if any, for the land in question cannot be done in writ jurisdiction.

11. Accordingly, the writ petition is disposed of giving liberty to the petitioner to approach the competent civil Court for fixation of the land rent in respect of the land in question. No costs.

ACTING CHIEF JUSTICE

FR/NFR

Sushil