

Court No. - 46

Case :- WRIT - C No. - 37645 of 2023

Petitioner :- Mukesh Kumar Nayak

Respondent :- State Of U.P. And 3 Others

Counsel for Petitioner :- Manish Kumar Pandey,Devi Prasad Tripathi

Counsel for Respondent :- C.S.C,Archit Mandhyan,Prateek Kumar

Hon'ble Ashwani Kumar Mishra,J.

Hon'ble Syed Aftab Husain Rizvi,J.

Petitioner is aggrieved by the notice issued to him for cancellation of shop in the Mandi Parishad on the ground that rent and premium along with interest has not been deposited by the petitioner as per the contract.

Learned counsel for the petitioner submits that the Mandi Samiti has not properly kept the premises and, therefore, they are not entitled to charge the aforesaid amount.

Maintaining cleanliness in the Mandi Parishad etc. are separate and distinct aspects, which would not alter the binding contract between the parties for depositing the rent, premium and interest in terms of the contract.

Faced with the above observations, learned counsel for the petitioner states that the petitioner shall deposit the dues of the Mandi Parishad, expeditiously.

In that view of the matter, we permit the petitioner to approach the concerned Mandi Samiti with the offer to deposit the amount in terms of the statement made before the Court. The Mandi Parishad shall examine such claim in terms of the contract entered into between the parties, pursuant to agreement dated 17.04.2012 or any subsequent agreement, which may have been entered between the parties.

Subject to the above observations, this petition stands **disposed of**.

Order Date :- 17.11.2023

SP/-