

GAHC010112362016



THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/3174/2016

M/S S.P. FABRICATORS
FACTORY SHED NO. 8, INDUSTRIAL ESTATE, NEW BONGAIGAON, P.O. and
DIST.- BONGAIGAON, ASSAM. REP. BY ITS PARTNER, SRI DHIRANJ
MAROTHI, S/O- LT. LABHKARAN MAROTHI, BONGAIGAON, P.O.-
BONGAIGAON, PIN- 783381, DIST.- BONGAIGAON, ASSAM.

VERSUS

THE STATE OF ASSAM AND 4 ORS
THROUGH THE SECY. TO THE GOVT. OF ASSAM, DEPTT. OF INDUSTRIES,
DISPUR, GHY- 6.

2:THE DIRECTOR OF INDUSTRIES
ASSAM
BAMUNIMAIDAN
GHY- 21.

3:ASSAM INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION
REP. BY ITS CHAIRMAN
INDUSTRIAL ESTATE
BAMUNIMAIDAN
GHY- 21.

4:THE MANAGING DIRECTOR
ASSAM INDUSTRIAL INFRASTRUCTURE DEVELOPMENT CORPORATION
A GOVT. OF ASSAM UNDERTAKING BAMUNIMAIDAN
GHY- 21.

5:THE GENERAL MANAGER
DIST. INDUSTRIES AND COMMERCE CENTRE
BONGAIGAON
P.O. and DIST.- BONGAIGAON

ASSAM

AFor the petitioner (s) : Ms. U. Nanda, Advocate

For the respondent (s) : Mr. N. Kalita, Advocate
Mr. S. Chamaria, Advocate

BEFORE
HON'BLE MR. JUSTICE DEVASHIS BARUAH
O R D E R

09.02.2024

The instant writ petition has been filed by the petitioner for issuance of the writ in the nature of mandamus directing the respondent authorities not to demand the enhanced rate of lease rental for the shed and open space allotted to him w.e.f. 01.01.2000 or from any other date till expiry of the term of lease on 20.02.2022 as per Lease Deed dated 20.02.1992.

2. The case of the petitioner herein is that the petitioner firm applied for the shed and open shed in Industrial Estate, New Bongaigaon before the authorities on lease, and accordingly, Factory Shed No. 8 measuring 2000 Square Feet @ Re. 0.10 per square feet vide the lease deed dated 20.02.1992 for a period of 30 years and open space was leased to the petitioner vide the order dated 20.06.2006. Thereafter, the possession of the aforesaid shed was handed over to the petitioner by the Respondent No. 4 and since then the petitioner firm is carrying out its business as per the terms and conditions of the Deed of lease and is regularly paying rent of the said premises at the aforesaid rate of rental. It is the further case of the petitioner that the Respondent No. 4 served notice in 2008 to some of

the allottees directing to pay rent of their premises at Industrial Estate, Bongaigaon, at the rate of Re. 1 per square feet for the Shed and Rs. 0.15 per square feet for the open space with retrospective effect from 01.01.2000 and to pay the outstanding rent arising and further directed to execute fresh lease deed with the Assam Industrial Infrastructure Development Corporation(AIIDC) within 15 days from the date of issue of the letter/notice. Being aggrieved, the petitioner has filed the instant writ petition.

3. The learned counsel appearing for the parties have submitted before this Court that similar issues have already been decided by the Coordinate Bench of this Court vide an order dated 28.10.2013, passed in WP(C) 2199/2008. Subsequently, the said order was also followed by this Court while disposing of WP(C) 4640/2015 and WP(C) 5153/2015.

4. Mr. S. Chamaria, learned counsel appearing for the respondent Assam Industrial Infrastructure Development Corporation (AIIDC) submits that these orders, which have been passed by the Coordinate Bench of this Court have been duly complied with by the State authorities and no appeals have been filed thereagainst.

5. Taking into account the above, this Court also proposes to dispose of the instant writ petition on the same line, as hereunder:

(i) This Court is not inclined to interfere with the increase in the lease rent with effect from 01.05.2008 and, as such, the Respondent AIIDC would be at liberty to collect the rent at the said enhanced rate with effect from 01.05.2008.

(ii) This Court, taking into account the orders passed by the

Coordinate Bench of this Court, interferes with the action of the respondent authorities in imposing enhanced rate of rent with effect from the year 2000 till 30.04.2008. Under such circumstances, the respondent AIIDC is restrained from collecting any rent at the enhanced rate from the petitioners for the period up to 30.04.2008.

6. This Court however takes note of the submission of Mr. S. Chamaria, the learned counsel appearing on behalf of the AIIDC to the effect that there has been no jural relationship between the petitioner and the AIIDC post 20.02.2022 in as much as the lease deed dated 20.02.1992 has not been extended. Under such circumstances, the above direction so passed has to be taken in the context of direction having been issued during the period when the lease was in existence.

7. This Court further observes that the above direction so passed shall not preclude the AIIDC to take such action otherwise permissible in law.

8. Accordingly, the instant writ petition stands disposed of in terms of the above.

JUDGE

Comparing Assistant