

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.1862 of 1994

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1. Smt. Sushma Chatterjee wife of Late Kalipad Chatterjee
2. Ajoy Chatterjee
3. Abhoy Chatterjee
4. Bijoy Chatterjee
5. Sanjoy Chatterjee
6. Anjan Chatterjee
All sons of Late Kalipa Chatterjee
All residents of Kagjee Mohala, P.S- Siwan Town, District- Siwan.

.... Petitioner/s

Versus

1. State of Bihar.
2. The Patna Regional Development Authority through its vide Chairman,
Mourya Lok, P.S.- Kotwali, District- Patna.
3. The Patna Municipal Corporation, Patna.

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Ansul, Advocate.
For the PRDA : Mr. Sanjay Prakash Verma

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CORAM: HONOURABLE MR. JUSTICE MIHIR KUMAR JHA
ORAL JUDGMENT

9 30-01-2015 Heard learned counsel for the parties.

2. The prayer of the petitioner in this writ application
reads as follows:

“Commanding the respondent to execute deed of lease for settlement of plot No. 7A situated at Rajendra Nagar for which late Kalipad Chatterjee, husband of petitioner no. 1 and the father of petitioner nos. 2 to 6, had offered the highest bid and the offer was accepted and for issuance of further direction to give vacant possession of the plot and for other consequential relief/reliefs for which the petitioners are found entitled to by the Hon'ble Court.”

3. From reading of the writ application it would transpire
that way back in 1963, the husband of the petitioner no. 1, Late
Kalipad Chatterjee, was offered a plot by Patna Improvement
Trust by its letter dated 24.01.1963. In the said letter, while the

husband of the petitioner no. 1 was asked to deposit certain amount, it was made clear that the delivery of possession of the plot could be given to him after the site was cleared by the Patna Municipal Corporation. As the turn of events could be the plot in question could not become vacant and ultimately Patna Improvement Trust by resolution dated 24.8.1964 had taken the following decision:

“Considered the question of delivery of possession of the Domkahana land at Rajednra Nagar to the successful bidders. Resolved unanimously that the delivery of possession of the vacant plots be given to the successful bidders. But in case of such plots, which are not vacant at present the bidders be asked to wait till vacation of the land or in the alternative to back their money.”

4. As a matter of fact when a person similarly situated, like the husband of the petitioner no. 1, namely, Ram Charitar Prasad Singh had moved this Court assailing the aforementioned resolution with a consequential relief of seeking a direction for handing over the plot his writ petition, C.W.J.C. No. 384/1968 was not held to be maintainable. The Division Bench in its judgment dated 7.4.1969 (Annexure-4) had in this regard held as follows:

“As the right of possession which the petitioners claims is based on a contract, it is difficult for this Court in exercise of writ jurisdiction to give adequate relief to the petitioner. Realizing that difficulty Mr. Mazhar Hussain, learned counsel appearing for the petitioner sought permission to withdraw this application.

This application is accordingly permitted to be withdrawn.”



5. It would, thus, become clear that no writ petition could lie to enforce a pure and simple contractual right emanating from the letter of allotment. The resolution of Patna Improvement Trust way back in the year 1964 was very clear that either the plot could be handed over or the amount could be refunded. Today, after lapse of more than 50 years, it would be impossible for this Court to bring back the situation of the year 1963, especially when Patna Improvement Trust is no longer in existence and even its successor body P.R.D.A. has been abolished. The Patna Municipal Corporation, which is successor in office as per the statute, of Patna Improvement Trust and the P.R.D.A., can at best be bound by the earlier resolution of Patna Improvement Trust dated 24.8.1964 and can be at best directed to return the money to the legal heirs of the husband of the petitioner no. 1.

6. Therefore, if the legal heirs of the husband of the petitioner no. 1 would approach the authorities of Patna Municipal Corporation, the decision to refund the amount will be taken and the amount shall be paid to the concerned person in accordance with law. In view of the fact that such amount has remained in custody of Patna Improvement Trust and its successor bodies for a period of over 50 years, such amount will definitely be required to

be refunded with simple interest at the rate of 9% per annum. If, however, the petitioners do not want to get such amount with interest, as directed above, it will be always open for them to enforce their contractual right by filing a civil suit before an appropriate civil court.

7. With the aforementioned observation, this application is disposed of.

(Mihir Kumar Jha, J)

Sujit/-

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