

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No. 9839 of 2014

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Pappu Kumar, son of Sri Vimal Yadav, resident Village Pathraita, P.O.-
Karki, District- Sheikhpura

.... Petitioner

Versus

1. The State of Bihar through the Principal Secretary, Department of Mines and Geology, Government of Bihar, Patna
2. The Mines Commissioner, Department of Mines and Geology, Government of Bihar, Patna
3. The Collector, Sheikhpura
4. District Mines Officer, Sheikhpura

.... Respondents

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Appearance :

For the Petitioner/s : Mr. Pankaj Maijorwar

For the Respondent/s : Mr. Rajendra Prasad

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CORAM: HONOURABLE MR. JUSTICE RAKESH KUMAR
ORAL ORDER

5. 09-09-2015 Heard Sri Pankaj Maijorwar, learned counsel for the petitioner and Sri Rajendra Prasad, learned counsel for the respondent/Department of Mines & Geology.

The petitioner, invoking writ jurisdiction of this Court under Article 226 of the Constitution of India, has prayed for quashing of an order dated 03-03-2014 passed by the respondent no. 2/Mines Commissioner in Revision Case No. 44 of 2012 (**Annexure – 6**). By the said order, the revisional authority has rejected the revision preferred by the petitioner against an order dated 08-10-2012 passed, vide **Annexure – 3** to the writ petition, by the Collector, Sheikhpura. The learned Collector, by **Annexure – 3** to the writ petition, has cancelled the lease granted

in favour of the petitioner. It is not in dispute that the petitioner was granted mining lease for five years, which commenced from the month of January, 2009. Since installments in terms of the lease agreement were not paid, despite notices given by the Collector, the impugned order has been passed by the Collector.

Learned counsel for the petitioner submits that the petitioner, due to the reasons, which were beyond his control, failed to deposit installments within time. A plea has been taken that the petitioner was admitted in A.I.I.M.S. for a long period and as such, he failed to deposit the installments. Learned counsel for the petitioner alternatively makes a prayer that the writ petition may be disposed of in terms of order dated 02-12-2014 passed in C.W.J.C. No. 5555 of 2014 (**Annexure – 8**), whereby, the writ petition was disposed of granting liberty to the petitioner to represent before the Commissioner, Mines for proportionate remission of the lease amount.

Learned counsel for the respondent/Deptt. of Mines & Geology has opposed the prayer of the petitioner. He submits that the petitioner, after being granted lease, had stopped paying installments. He had not paid continuously three installments and as such, total due amount had come to **Rs. 8,08,390/-** (Eight lacs eight thousand three hundred ninety). Subsequently, the petitioner



was noticed to deposit due amount with interest, however; the petitioner, instead of depositing the entire amount, only deposited **Rs. 4,00,000/-** (Four lacs) and made a prayer for granting extension of time for depositing rest amount i.e. **Rs. 4,08,390/-** (Four lacs eight thousand three hundred ninety). Since the petitioner had violated the terms and conditions of the lease, the learned Collector has rightly exercised the power under Bihar Minor Mineral Concession Rules, 1972 and cancelled the lease granted in favour of the petitioner. The order of the Collector has already been approved by the Commissioner, Mines by order dated 03-03-2014 in Revision Case No. 44 of 2012.

Besides hearing learned counsel for the parties, I have also perused the materials available on record. From the order of the Collector, it is evident that the lease has been cancelled only on the ground of non-deposit of installments, despite notice was given to the petitioner.

So far as plea of ailment is concerned, it's hardly matter, due to the reason that lease was granted only for five years, which according to the agreement, had the petitioner deposited installments in time, would have come to be terminated in the month of January, 2014. Moreover, after noticing the order of the learned Commissioner, it is evident that in view of changed

circumstances for the area of lease in question, no further extension was required to be granted.

So far as the plea of the petitioner regarding disposal of the writ petition, in terms of C.W.J.C. No. 5555 of 2014 is concerned, in view of the facts & circumstances of the present case, the petitioner may not get similar relief. In the said writ petition, the petitioner of the said writ petition had made a prayer for extension of lease period, whereas, in the present case, due to non-deposit of the installments, the lease has been cancelled.

The writ petition stands dismissed.

(Rakesh Kumar, J.)

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