

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.15297 of 2012

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1. Anil Kumar Bagaria S/O Late Sita Ram Bagaria Shop No. 13, Ganga Complex
Kankarbagh Road, Police Station- Kankarbagh, District- Patna

.... Petitioner/s

Versus

1. Bihar State Co-Operative Marketing Union (Biscomaun), Through The
Managing Director, West Gandhi Maidan, Patna. Null Null
2. The Managing Director (Biscomaun), West Gandhi Maidan, Patna.
3. The Senior Regional Officer, Patna Ramandal, Patna (Maharajganj), Patna City.
4. The S.D.O. Patna City.
5. The State Of Bihar Through Registrar Cooperative Societies Bihar, Patna.

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. K.N. Lal,
Mr. Samir Kumar Sinha
For the Respondent/s : Mr. Amish Kumar, A.C. to A.A.G.-14
Mr. Ishwari Singh

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CORAM: HONOURABLE MR. JUSTICE KISHORE KUMAR MANDAL

ORAL JUDGMENT

Date: 11-12-2015

Heard the Counsel for the petitioner and Mr. Ishwari Singh for
the Bihar State Co-operative Marketing Union (for short
'BISCOMAUN') as well as Mr. Amish Kumar, A.C. to A.A.G.-14 for
the State.

The writ application questions the legality of the order dated
14.8.2012 (Annexure-1) by which the petitioner has been sought to be
evicted from the Godown of the BISCOMAUN said to have been
leased out to him on the basis of 11 months agreement. The
contention of the petitioner is that he is entitled to renewal of the
agreement.



Mr. Ishwari Singh, Counsel for the BISCOMAUN, on the other hand, raises a preliminary objection about the maintainability. Relying on diverse judgments of this Court and lastly the order passed by the Special Bench in the case of the ***Organizer Dehri C.D. & C.M. Union Limited Vs the State of Bihar & Others [2014(1) PLJR 695]***, it has been submitted that the Writ is not maintainable as the BISCOMAUN has been held not a State within the meaning of Article 12 of the Constitution of India. In such matter, it is submitted, the Writ Court in C.W.J.C. No. 823 of 2015 (Ranjit Kumar vs. Bihar State Co-operative Marketing Union) upheld the preliminary objection of the respondent BISCOMAUN. A copy of the order dated 22.1.2015 passed in C.W.J.C. No. 823 of 2015 has been handed in by him which is taken on record and marked 'X' for identification.

Mr. Amish Kumar appearing for the State points out that the agreement reached between the parties itself contemplates an arbitration clause. If the petitioner has any grievance, the matter could have been agitated before the Arbitrator.

Having heard the parties and on perusal of the materials on record and the diverse orders placed before me, I am of the considered view that the writ application against the BISCOMAUN for the relief prayed for in this application is not maintainable. The writ application is dismissed.

Dismissal of the application shall, however, not preclude the petitioner from ventilating his grievance before the appropriate Authority/Forum including filing a suit in the Civil Court for the enforcement of the terms and the conditions of the lease or any other matter related thereto.

(Kishore Kumar Mandal, J)

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