

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.7092 of 1993

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Arun Kumar, son of late Ram Kishore Saran Singh, resident of village
Telmar, P.S. Harnaut, District Nalanda, presently residing at Sri Bhagwan
Kunj, Near Alpna Market, Patliputra Colony, Patna-13

.... Petitioner

Versus

Patna Regional Development Authority through its Vice Chairman Lok,
P.S. Kotwali, District Patna

.... Respondents

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Appearance :

For the Petitioner/s : None

For the Respondent/s : Mr. Ramjee Prasad

Mr. Ajay Prasad

Mr. Sanjay Prakash Verma

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CORAM: HONOURABLE MR. JUSTICE MIHIR KUMAR JHA
ORAL JUDGMENT

15 29-01-2015 No one appears on behalf of the petitioner when this case
has been called out. Similar was the fate of this case when it was
earlier called out on 1.12.2011.

2. Let it be noted that 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. (A in Block No.A) at Rajendra
Nagar in favour of the petitioner in view of the fact that
the offer of the petitioner was highest being Rs.6,500/- per
Katha at the auction and the same was accepted by the
respondent and further for a fresh direction to the
respondent to give vacant possession of the land in
question.”

3. From reading of the writ application it would transpire
that way back in 1963 the father of the petitioner Late Ram



Kishore Saran Singh was offered a plot by Patna Improvement Trust by its letter dated 8.2.1963. In the said letter while the father of the petitioner 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 Rajendra 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 father of the petitioner, 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 father of the petitioner.

6. Therefore, if the legal heirs of the father of the petitioner 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 petitioner does not want to get such amount with interest, as directed above, it will be always open for him to enforce his 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)

surendra/-

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