

**IN THE HIGH COURT OF JUDICATURE AT PATNA**

**Civil Writ Jurisdiction Case No.10985 of 2011**

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1. Sardar Ajit Singh S/O Late Nand Lal Singh R/O Kudra, P.S.- Kudra Distt. - Bhabhua (Kaimur)

.... .... Petitioner/s

Versus

1. The State Of Bihar Through The Chief Secretary, Old Secretariat, Patna
2. The Secretary, Department Of Home Government Of Bihar, Old Secretariat, Patna
3. The Director General Cum Inspector General Of Police, Bihar, Patna
4. The Superintendent Of Police, Bhabhua (Kaimur)
5. Officer Incharge, Kudra Police Station, Bhabhua (Kaimur)

.... .... Respondent/s

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**Appearance :**

For the Petitioner/s : Mr. Ravindra Kumar Shukla

For the Respondent/s : Mr. Jaishankar Barnwal SC1

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**CORAM: HONOURABLE MR. JUSTICE KISHORE KUMAR MANDAL**

**ORAL JUDGMENT**

**Date: 05-10-2015**

Heard Mr. Shukla for the petitioner and the Counsel for the State.

Counter affidavit has been filed by the State respondents.

Writ petition questions the demand in the sum of Rs. 84,924/- made by the respondents from the petitioner for providing Security Guard to him between June, 2001 to 31.10.2003.

The son of the petitioner was threatened by the anti-social elements and ultimately killed on 17.3.2001. On request, the petitioner was provided the security cover which continued till 31.10.2003. The petitioner, on demand, had deposited the cost as fixed by the government for such security cover at the then prevailing rate. Subsequently, the State Government vide Memo No. 2321 dated

6.3.2003 revised the rate for providing Security Guard for the period 2002-03. In such circumstances, by the impugned communication (Annexure-5), the petitioner has been directed to deposit the remaining amount. The same has been questioned in the present writ application.

It has been submitted by the petitioner that had the enhancement of cost for providing such security cover been informed to the petitioner, he would have requested for withdrawal of the security guard well before that time. The subsequent revision of the cost for providing such security guard should not affect the petitioner who had already requested for withdrawal of the security guard w.e.f. 31.10.2003.

Respondents in the counter affidavit have supported the impugned notice stating that on the request of the petitioner, such security cover was provided at the prevailing rates. Subsequently, there was revision in the rates of providing such security cover for the period during which he was provided with the security cover. As such, the impugned notice has been issued.

On consideration of rival submissions, in my view, the matter like the one should not be raised in the writ jurisdiction. If the petitioner has been provided the security guard, he is required to pay the cost thereof. If there is any grievance thereagainst, the option

before the petitioner is to ventilate it before the higher authorities of the Home Department. If the petitioner is in difficulty in depositing the amount in one lump sum, then also, he should have approached the higher authority or even the Superintendent of Police for permitting him time to deposit the amount in installment(s).

Without interfering with the impugned notice, I dispose of the writ petition granting the petitioner the said liberty.

**(Kishore Kumar Mandal, J)**

Pankaj/-

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