

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No. 18549 of 2011

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Baban Prasad Singh S/o Late Mathura Prasad Singh Resident of Vill-
Sheori Gopi Nathpur, P.O. Bahilwara Govind, P.S. Sariaya, Distt-
Muzaffarpur

.... Petitioner

Versus

1. The State of Bihar through the Secretary, Home (Police)
Department, Govt. of Bihar, Patna
2. Joint Secretary, Home (Police) Deptt. Bihar, Patna
3. Director General of Police, Govt. of Bihar, Patna
4. Deputy Inspector General of Police (Admn.), Bihar, Patna
5. Inspector General of Police, Muzaffarpur
6. Deputy Inspector General of Police, Tirhut Range, Muzaffarpur
7. District Magistrate, Muzaffarpur, Distt. Muzaffarpur
8. Superintendent of Police, Muzaffarpur, Distt. Muzaffarpur
9. Officer Incharge, Karja Police Station, Distt- Muzaffarpur
10. Sub-Divisional Magistrate cum House Controller, West
Muzaffarpur, Distt- Muzaffarpur
11. Circle Officer, Kanti Block, Distt- Muzaffarpur
12. Executive Engineer, Building Division, Muzaffarpur
13. Junior Engineer, Marwan Block, Distt- Muzaffarpur

.... Respondents

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Appearance :

For the Petitioner/s : Mr. Arvind Kumar

For the Respondent/s : AC to GP - 22

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CORAM: HONOURABLE MR. JUSTICE RAKESH KUMAR
ORAL ORDER

8. 23-11-2015 Heard Sri Nand Kumar Singh, learned counsel

for the petitioner and learned A.C. to Govt. Pleader - 22.

The petitioner, who is landlord, has approached
this Court invoking its writ jurisdiction under Article 226 of
the Constitution of India, with a prayer to direct the
respondents to pay current rent as well as arrear rent in the

light of order passed by the House Controller.

Learned counsel for the petitioner submits that the premises of the petitioner, containing five rooms and a verandah was taken on lease by the respondent/State and in the said premises, a police station as Karja Police Station is being run. Earlier, a meagre amount of Rs. 400/- (four hundred) per month was being paid as rent. Subsequently, fair rent was fixed by the House Controller under the provisions of Bihar Buildings (Lease, Rent and Eviction) Control Act, 1982, vide House Control Case no. 01 of 2008 on 01-10-2008 by the Sub Divisional Officer-cum-House Controller, West Muzaffarpur. The House Controller fixed the fair rent as **Rs. 6,000/-** (six thousand) per month w.e.f. 01-04-2008. While fixing fair rent, the House Controller had put a condition that within two months the building in question must be repaired. Meaning thereby that the rent w.e.f. 01-04-2008 was directed to be paid on a condition of completion of repair work.

Learned counsel for the petitioner submits that from time to time the building was got repaired and even

the petitioner is ready to get the same again repaired within specified time.

In this case, separate counter affidavits on behalf of respondent no. 2 i.e. Joint Secretary (Home) Police as well as respondent no. 8/Superintendent of Police, Muzaffarpur have been filed. In both the counter affidavits, the fair rent fixed by the House Controller, has not been disputed nor it is a case of respondents that against the order of the House Controller, any appeal has been preferred. The respondent no. 2 in its counter affidavit has indicated that rent in view of order of the House Controller has already been sanctioned, but condition has been imposed that building in question be repaired in terms of order of the House Controller. There is no specific denial in the counter affidavit regarding non-completion of the repair work.

In view of the fact that the rent was earlier paid to the petitioner, which was meagre i.e. about Rs. 400/- and the fact that it has been fixed as fair rent to the tune of Rs. 6,000/- per month, the Court is of the opinion that only on such trivial dispute as to whether the building has been

repaired or not, the arrear of rent as well as current rent of the petitioner may not be denied.

The Court is of the opinion that the order of the House Controller to the extent of imposing condition of repairing may not be approved.

The writ petition stands allowed with a direction to the respondents to pay entire arrear rent within a period of two months from the date of receipt/production of a copy of this order and also start paying month-to-month rent in terms of order of the House Controller.

(Rakesh Kumar, J.)

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