

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.3908 of 2015

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1. Dr. Firoj Khan, son of late Mojib Ali Khan, resident of Mohalla Faizullah Khan, Ward No.- 27 P.S- Laheriasarai, District- Darbhanga.
 2. Vishwanath Sharma, son of Sampat Lal Sharma, resident of Mohalla- Lalbagh, Marwari School Road, P.S.- Town, District- Darbhanga.
 3. Rakesh Kumar, son of Yugal Kishore Prasad, resident of Mohalla- Donar, Ward no. 17, P.S.- Sadar, District- Darbhanga.

.... Petitioner/s

Versus

1. The State of Bihar.
2. The Principal Secretary, Department of Urban Development, Government of Bihar, Patna.
3. The District Magistrate, Darbhanga.
4. The Darbhanga Municipal Corporation, Darbhanga through its Mayor
5. The Municipal Commissioner, Darbhanga Municipal Corporation, Darbhanga.

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Appearance :

For the Petitioner/s : Mr. Md. Kamran
For the State : Mr. S.K. Saraf, GP- 18
For the Corporation : Mr. Bindhyachal Rai

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CORAM: HONOURABLE MR. JUSTICE JYOTI SARAN
ORAL ORDER

3 01-12-2015 Heard Mr. Md. Kamran, learned counsel appearing for the petitioner and Mr. Bindhyachal Rai, learned counsel appearing for the Darbhanga Municipal Corporation.

The petitioner is aggrieved by the office order bearing Memo no.535 dated 29.1.2015 as contained in Annexure-5, whereby the license fee/the rental for the shops situated in the different markets falling under the Darbhanga Municipal Corporation has been determined.

According to Mr. Md. Kamran, learned counsel appearing for the petitioner, a retrospective fixation of such

license fee is not permissible and that the fixation of license fee is onerous for the petitioner.

A counter affidavit has been filed on behalf of the Corporation and Mr. Bindhyachal Rai, contesting the argument invites the attention of this Court towards the exercise undertaken by the Corporation for fixation of the license fee for the shops falling under the Corporation. It is with reference to the documents enclosed with the counter affidavit submitted by Mr. Rai relying upon Annexure- B that it is only after a settlement was arrived at, in between the Shopkeepers' Association and the Corporation, that the rental has been fixed. He submits that there is no issue of retrospectivity in the present case for the exercise was undertaken way back in 2012 as is manifest from Annexure-B but since no settlement had been arrived at in between the Shopkeepers' Association and Corporation that the revision did not take place earlier. With reference to Annexure-B it is argued that the rates offered by the Shopkeepers' Association has been accepted by the Corporation to revise the rates which has been made operational from the date it became due.

I have heard learned counsel for the parties and perused the records. In my opinion, in view of the resolution

placed at annexure-B to the counter affidavit wherein it is on the own offer of the Shopkeepers' Association that the rates have been fixed with effect from 1.3.2012, no infirmity can be found in the order impugned in the writ petition either on merits or on retrospectivity.

The writ petition is disposed of.

(Jyoti Saran, J)

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