

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No. 6576 of 2013

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Raj Kamal Kumar Sinha S/o Late Beni Madhav Prasad Resident of Village-
Bishunpur, P.O.- Jamuara Kala, P.S.- Banke Bazar, District- Gaya

.... Petitioner

Versus

1. The State of Bihar through the Commissioner, Magadh Division, Gaya, District- Gaya
2. The District Magistrate, Gaya, District- Gaya
3. The Nagar Executive Officer, Nagar Panchayat, Sherghati, District- Gaya
4. The Chairman, Nagar Panchayat, Sherghati, District- Gaya

.... Respondents

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Appearance :

For the Petitioner/s : Mr. Ravindra Kumar Sinha

For the Respondent/s : AC to GA - 7

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CORAM: HONOURABLE MR. JUSTICE RAKESH KUMAR
ORAL ORDER

5. 06-08-2015 Heard Sri Ravindra Kumar Sinha, learned counsel for the petitioner and learned A.C. to Govt. Advocate – 7.

The petitioner, who was allotted a shop, bearing no. 66, by the Notified Area Committee, Sherghati (Now Nagar Panchayat, Sherghati), has approached this Court invoking its writ jurisdiction under Article 226 of the Constitution of India with a prayer to quash an order, contained in Memo No. 663 dated 28-10-2012 issued by the Executive Officer, Nagar Panchayat, Sherghati. By the said order, allotment of the shop in question has been cancelled on an allegation of violation of terms and conditions of the agreement.

Learned counsel for the petitioner submits that

without assigning any reason, his allotment has been cancelled. He accepts that before cancellation, show cause notice was issued, which was properly replied by the petitioner, however; cancellation order has been passed without any reason.

Learned A.C. to Govt. Advocate – 7 opposing the prayer of the petitioner by way of referring to averment made in the counter affidavit submits that since the petitioner has violated the terms and conditions of the agreement i.e. he has subletted the premises in question, his allotment has been cancelled. This was the good ground for cancellation of the agreement.

Be that as it may, I have perused the impugned order. The order impugned does not indicate any reason for cancellation of the allotment of shop. Only it has been indicated that the petitioner has violated the terms and conditions. Once, the shop in question was allotted to the petitioner, through an agreement and there is no allegation of non-payment of fixed rent, while cancelling the allotment, the authority concerned was required to assign some reasons. The order impugned is completely non-speaking and as such, same is hereby set aside.

If so advised, the respondents may proceed further and if they consider to cancel the allotment, it is mandatorily necessary to assign reason.

The writ petition stands allowed.

(Rakesh Kumar, J.)

