

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.15006 of 2011

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Ram Swarath Jha S/o Late Anup Lal Jha R/o Vill and P.O.- Rozla, P.S.-
Kurhani, Distt.- Muzaffarpur

.... Petitioner

Versus

1. The State of Bihar
2. District Magistrate-cum-Chairman of District Health Samitte Red Cross Building Muzaffarpur
3. Civil Surgeon-cum-Secretary, District Health Samittee, Muzaffarpur
4. Incharge Prakhand Primary Health Centre Kurhani, Distt.- Muzaffarpur

.... Respondents

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Appearance :

For the Petitioner/s : Mr. Nirmal Kumar Sinha-3

For the Respondent/s : Ac to Gp14

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CORAM: HONOURABLE MR. JUSTICE RAKESH KUMAR
ORAL ORDER

2. 03-08-2015 Heard learned counsel for the petitioner and learned
A.C. to Govt. Pleader – 14.

The petitioner, invoking writ jurisdiction of this Court under Article 226 of the Constitution of India, has prayed for issuance of direction commanding the respondents to make payment of entire rent to the petitioner, which is due from March, 2004 till date after deducting Rs. 30,000/- (thirty thousand), which has been paid earlier as well as to direct the respondents to make payment of current rent positively by 1st week of every month with interest over the arrear of rent.

Short fact of the case is that the respondent/State was inducted as tenant of the petitioner, as per the agreement for



running a sub-health centre. The agreement was entered in between the parties in 1990 and at that very time, the rent was fixed @ Rs. 1,000/- (one thousand) per annum. Subsequently, the petitioner requested the authority concerned to enhance the rent. Since it was not enhanced, he filed a petition under the provisions of Bihar Buildings (Lease, Rent and Eviction) Control Act, 1982 (in short “B.B.C. Act”) before the House Controller for fixation of rent. By order dated 04-04-2007 i.e. Annexure – 1 to the writ petition, the Sub-Divisional Officer-cum-House Controller, Muzaffarpur fixed the rent, as Rs. 1,000/- per month. A plea has been taken that despite the order of the House Controller, the respondent no. 3 is not responding and paying meagre rent to the petitioner.

In this case, a counter affidavit has been filed on behalf of respondent no. 3 i.e. Civil Surgeon-cum-Secretary, District Health Committee, Muzaffarpur. In the counter affidavit, the fact regarding relationship of the petitioner with respondent, as land-owner and tenant has not been disputed. It has also been accepted that the respondent no. 3 has paid Rs. 30,000/-, however; a stand has been taken that rest amount shall be paid to the petitioner whenever he submits house rent bill calculated as Rs. 500/- (five hundred) per month, not at Rs. 1000/- per month.

The Court is of the opinion that once the State authority i.e. that respondent no. 3, within the meaning of Article 12 of the Constitution of India, has accepted that the rent has been fixed by House Controller under the provisions of B.B.C.Act, there is no reason not to implement the order of the House Controller.

In the counter affidavit, no stand has been taken as to whether the respondent/State had assailed the order of the House Controller before any authority. Meaning thereby that order passed by the House Controller has attained its finality. Ofcourse, in the counter affidavit, a plea has been taken that rent has been paid @ 500/- per month, as per the direction of the Executive Director, State Health Society, Bihar, Patna, fact remains that an administrative decision may not override the order passed in quasi-judicial proceeding.

In view of the facts and circumstances, the respondents, particularly; respondent no. 3 are directed to take step to implement the order of the House Controller and pay the entire arrear of rent to the petitioner in terms of the order of the House Controller and also pay month-to-month rent, in view of the order of the House Controller.

The writ petition stands allowed.

The order of the writ court must be complied with within a period of two months from the date of receipt/production of a copy of this order.

(Rakesh Kumar, J.)

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