

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.14646 of 2014

=====

1. Md. Zafiruddin S/o late Idu Mian
2. Razia Sultan w/o Md. Zafiruddin
3. Md. Merajuddin S/o Paarur Mian All residents of Village Kurtha, P.S. -
Kurtha, District - Jehanabad.

.... Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary Nagar Vikas
Mantralaya, Govt. of Bihar, Patna.
2. The Collector- cum- District Magistrate, Patna.
3. The Chairman, Zila Parishad, Arwal.
4. The Deputy Development Commissioner cum Chief Executive Officer,
Zila Parishad, Arwal.
5. The Junior Engineer, Zila Parishad, Arwal.

.... Respondent/s

=====

Appearance :

For the Petitioner/s : Mr. Prashant Kashyap, Adv.
For the Respondent/s : Mr. Ashok Kumar, S.C. 11
For the Zila Parishad : Mr. Nikesh Kumar, Adv.

=====

CORAM: HONOURABLE MR. JUSTICE JYOTI SARAN
ORAL ORDER

2 02-11-2015 Heard Mr. Prashant Kashyap, learned counsel for the
petitioners, learned counsel for the State and Mr. Nikesh Kumar
appearing for the Zila Parishad, Arwal.

The petitioners pray for a direction to the respondent
Deputy Development Commissioner-cum-Chief Executive
Officer, Zila Parishad, Arwal to renew the lease in respect of the
plots leased out to the petitioners vide memo dated 20.4.2001
placed at Annexure-2 series. While praying for renewal it is also
stated by the three petitioners herein that although the agreement
was entered on 20.4.2001 with the petitioners but the possession
of lands for construction of the shop has not been given to them.



The status as it stands presently is that an agreement was entered in between erstwhile Zila Parishad, Jehanaad with the three petitioners on 20.4.2001 in respect of a plot of land for construction of a shop for a period of 10 years expiring on 19.4.2011 at a monthly rent of Rs. 150/- per month has expired on 19.4.2011. The petitioners have made a deposit of Rs. 900/- in connection with the lease and which has expired on 19.4.2011. It is after a lapse of 3 years thereafter that the petitioners have woken up from slumber to prayer for renewal as well as to complain that the plot of land so leased out was never handed over to them. The petitioner having slept over their rights for the entire period of contract they have disintitiled themselves to any sympathy or indulgence for such gross laches and unexplained delay. The doors of judicial remedy are open for vigilant litigants and not for those who have slept over their rights.

The writ petition is dismissed.

(Jyoti Saran, J)

Bibhash/-

U			
---	--	--	--