

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.12649 of 2012

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M/S Adam Media & Recreation Private Limited, 202, Atul Vilas Kunj,
P.O. Kidwaipuri, P.S. Buddha Colony, Town & District Patna, through its
Director, Sanjeev Kumar, son of Shri Anil Kumar Srivastava, resident of
304/A Jeet Enclave, Shivpuri, P.O. & P.S. Shastrinagar, Patna 23

.... Petitioner/s

Versus

1. The Patna Municipal Corporation, Budha Marg, Patna, through the
Municipal Commissioner
2. The Municipal Commissioner-cum-Chief Executive Officer, Patna
Municipal Corporation, Budha Marg, Patna
3. The Additional Commissioner, Patna Municipal Corporation, Budha
Marg, Patna
4. The Chief Engineer, Patna Municipal Corporation, Budha Marg, Patna

.... Respondent/s

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Appearance:

For the Petitioner/s : Mr. Suraj Samdarshi, Advocate
For the Respondent/s : Mr. Bishwa Bibhuti Kumar Singh, Adv.
For the P.M.C. : Mr. Sanjay Prakash Verma, Advocate

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CORAM: HONOURABLE MR. JUSTICE JYOTI SARAN
ORAL ORDER

9 12-10-2015 The writ petition was filed seeking a direction to the
authorities of the Patna Municipal Corporation to *enter into* an
agreement with the petitioner in light of the Memo bearing No.
822 dated 08.7.2010, copy of which is placed at Annexure-2 to the
writ petition whereunder the petitioner was allotted work of
maintenance of the Shivaji Park at Kankarbagh. The petitioner
had once earlier moved this Court in CWJC No. 8459 of 2010
when despite approval of his bid for the park in question, the
allotment letter was not forthcoming but since during the



pendency of the writ petition the allotment letter was issued that the writ petition was disposed of on 12.7.2010 as having become infructuous. The petitioner has filed the present writ petition for a direction to the respondents to formalize the contract by execution of the agreement.

A counter affidavit has been filed by the respondents and in which it is stated that vide letter no. 135 dated 17.2.2010 the petitioner was allotted work for beautification and the maintenance of the Shivaji Park for a period of five years and which was subsequently cancelled on 22.4.2010 but was restored under the interim order passed by this Court in CWJC No. 8459 of 2010 and whereafter the petitioner has uninterruptedly managed the park for five years without any disturbance. It is thus submitted that the period of five years has lapsed since the allotment and thus there is no question of formalizing any agreement at this stage.

Mr. Samdarshi apart from praying for execution of the agreement also prays for renewal of the allotment inter alia on grounds that the agreement was not formalized and for which he refers to Clause-1 of the allotment placed at Annexure-A but in my opinion considering the nature of relief prayed in this writ petition which seeks a direction to the respondents for executing

an agreement and taking into consideration that the period has already expired, the issue of execution of agreement by passage of time has become academic. Insofar as the right to renewal is concerned, any breach of the conditions by the respondents would have a remedy elsewhere but not by way of this writ petition and if so advised, the petitioner can take recourse thereto.

The writ petition is disposed of.

(Jyoti Saran, J)

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