

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No. 10912 of 2012

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M/S Bajragbali Stone works through its proprietor Raju Kumar Singh S/o
Suraj Bhan Singh, R/o Mohalla- Gorakshni, P.S.- Sasaram, District- Rohtas

.... Petitioner

Versus

1. The State of Bihar
2. The Principal Secretary, Mines of Geology, Bihar, Patna
3. The District Magistrate, Rohtas
4. The Assistant Director, Mines and Geology, Rohtas

.... Respondents

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Appearance :

For the Petitioner/s : Mr. Sanjeev Kumar

For the Respondent/s : AC to Addl. Advocate General – 13
Mr. Rajendra Prasad

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CORAM: HONOURABLE MR. JUSTICE RAKESH KUMAR
ORAL ORDER

10. 23-09-2015 Heard Sri Sanjeev Kumar, learned counsel for the

petitioner, learned A.C. to Addl. Advocate General – 13 and Sri

Rajendra Prasad, learned counsel for the respondent/Mines &

Geology Department.

The petitioner, invoking writ jurisdiction under
Article 226 of the Constitution of India, has prayed for quashing
of an order dated 30-03-2012, contained in Memo No. 844,
whereby the revision application filed by the petitioner against
cancellation of his licence i.e. stone stockiest licence was
cancelled by the Collector and it was communicated to the
petitioner by the order of the Assistant Director, Mines & Geology
Department.



The petitioner has further prayed for quashing of an order contained in letter no. 826 dated 05-08-2011 whereby the Assistant Director, Mines & Geology Deptt., Rohtas at Sasaram had communicated that the Collector, Rohtas has cancelled his licence on 04-08-2011, in view of violation of terms & conditions, as prescribed under the provision of Bihar Minerals (Prevention of Illegal Mining, Transportation and Storage) Rules, 2003 (hereinafter referred to as the 'Bihar Minerals Rules'). The petitioner states that he was granted lease for storage for minor minerals on auctioned amount of **Rs. 12,60,000/-** (twelve lacs and sixty thousand). The lease agreement was for twenty years. It was issued in the year 2007. As per lease agreement, the petitioner was required to pay **Rs. 1,80,000/-** (one lac & eighty thousand) in seven installments. It is the case of the petitioner that the petitioner had deposited five installments, however; due to non-availability of stone boulders in the area, since number of crusher machines were cancelled, the petitioner suffered loss and as such, sixth installment was not paid in time. Thereafter, the petitioner was noticed by **Annexure – 1** to the writ petition for payment of the installment amount of Rs. 1,80,000/-, which was to be paid with interest @ 24% per annum and as such, the petitioner was asked to deposit **Rs. 3,10,400/-** (three lacs, ten thousand &



four hundred). He was also noticed as to why in view of non-deposit of installment, his licence may not be cancelled. The petitioner immediately thereafter deposited total amount of **Rs. 2,60,000/-** (two lacs & sixty thousand) through two bank draft for an amount of **Rs. 80,000/-** (eighty thousand) and **Rs. 1,80,000/-** (one lac & eighty thousand) respectively. Despite the fact that the petitioner deposited Rs. 2,60,000/-, out of amount of Rs. 3,40,400/-, as demanded vide **Annexure – 1** and a request was made for granting further time for depositing the remaining meager amount, in the meanwhile, he was communicated vide **Annexure – 3** to the writ petition i.e. letter no. 826 dated 05-08-2011 regarding cancellation of his licence. It has been argued that though, the petitioner was communicated regarding cancellation of licence, neither any reason was assigned nor the order of the Collector dated 04-08-2011 was communicated to the petitioner. Thereafter, the petitioner preferred a revision, vide Revision Case No. 05 of 2012, which too stood dismissed, on the ground of non-deposit of total demanded amount.

Learned counsel for the petitioner submits that the learned revisional court had noticed that the petitioner had deposited **Rs. 2,60,000/-**, in which, meager amount has not been deposited, even then, the learned Commissioner has not interfered

with the order. Learned counsel for the petitioner further submits that if some time is granted, he would be depositing all due amount, including last installment with interest, as contemplated under Rule 7 of the Bihar Minerals Rules. Learned counsel for the petitioner undertakes that if reasonable time is granted, the petitioner may pay entire due amount with interest, as contemplated under Rule 7 of the Bihar Minerals Rules.

In view of peculiar facts & circumstances, particularly; the fact that even as per demand notice, major portion of the amount was paid by the petitioner and only meager amount was not paid as well as the fact that the order, vide **Annexure – 3** was non-speaking, the Court is inclined to interfere with the matter.

Accordingly, orders contained in **Annexures ‘3’** and **‘4’** are, hereby, set aside with an indication that petitioner’s licence shall be restored on deposit of the entire arrear amount including interest, if it is deposited within a period of three months from today.

The writ petition stands disposed of.

It is made clear that the petitioner shall not make any claim for excluding the period from the period of lease, which was prescribed for twenty years. Meaning thereby that period of lease

will automatically come to an end after expiry of twenty years
from the date of issuance of licence.

(Rakesh Kumar, J.)

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