

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.15099 of 2012

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Ashok Kumar Yadav S/O Late Ram Chandra Yadav R/O Village- Mahuli,
P.O & P.S- Basudeopur, District- Munger.

.... Petitioner

Versus

1. The State Of Bihar
2. The Commissioner cum Secretary, Department of Mines & Geology,
Govt. of Bihar, Patna.
3. The Under Secretary, Department of Mines & Geology, Govt. of Bihar,
Patna.
4. The Union of India through the Director, Ministry of Mines, Govt. of
India, New Delhi.
5. The Regional Controller of Mines, Ministry of Mines, Govt. of India,
Ashok Nagar, Ranchi (Jharkhand)
6. The District Magistrate cum Collector, Munger.
7. The Assistant Mining Officer, Munger.

.... Respondents

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Appearance :

For the Petitioner/s : Mr. Shailesh Kumar

For the Respondent/s : Mr. Shiv Kumar

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CORAM: HONOURABLE MR. JUSTICE RAKESH KUMAR
ORAL ORDER

4 31-08-2015 Heard learned counsel for the petitioner and Sri

Rajendra Prasad, learned counsel for the Respondent/ Mines and

Geology Department.

The petitioner, being son of the lessee of mining lease
which was granted for twenty years with effect from 05.02.1981,
has prayed for quashing of an order dated 21.10.2011 passed by
the Director, Ministry of Mines , Govt. of India/ Respondent no.4,
whereby the revision preferred by the petitioner i.e. Revision
Application no. 05/(01)/2007-RC-1 was rejected. The said revision

was preferred by father of the petitioner against Memo No.2674 dated 31.10.2006 passed by the Under Secretary, Department of Mines and Geology Department, Govt. of Bihar, whereby the application for renewal of mining lease of father of the petitioner, situated at Mauza Salempur, Plot No.127 Part, Thana No.192, Area 10.25 Acres, was dismissed.

Learned counsel for the petitioner submits that in view of Rule 25(A) of the Minerals Concession Rules 1960, the petitioner, who is legal heir of the original licensee, was entitled for renewal of the lease. It has been accepted by learned counsel for the petitioner that the lease was for the period of 20 years commencing from 05.02.1981. Since the period of lease was fixed for 20 years, which expired in the year 2001 itself, there was no question for renewal of lease .It is also not in dispute that the original lessee after expiry of 20 years of lease period died.

Accordingly, I do not find any ground to interfere with the matter. The writ petition stands dismissed.

(Rakesh Kumar, J)

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