

HIGH COURT OF CHHATTISGARH, BILASPUR

WPC No. 1570 of 2015

Bhilai Education Trust Through Vijay Gupta S/o Shri Seth Balkrishna, Aged About 68 Years, The Trustee, Bhilai Education Trust, Hospital Sector, Bhilai, Police Station Kotwali - Sector 6, Civil And Revenue District Durg, (Chhattisgarh)

---- Petitioner

Versus

1. Steel Authority Of India Limited Bhilai Steel Plant Through The Manager (Land Town Service), Bhilai Steel Plant, Bhilai, Police Station Kotwali- Sector 6, District Durg, (Chhattisgarh)
2. The Assistant General Manager (T S D- Land), Bhilai Steel Plant, Bhilai, District Durg, (Chhattisgarh)
3. The Assistant General Manager (A G M) (Land), Bhilai Steel Plant, Bhilai, District Durg, (Chhattisgarh)
4. Municipal Corporation, Bhilai, Through The Commissioner, Municipal Corporation, Bhilai, District Durg, (Chhattisgarh)

---- Respondents

For Petitioner	:	Shri Dharmesh Shrivastava, Advocate.
For Respondents No.1,2 & 3	:	Dr. Saurabh Kumar Pandey, Advocate.
For Respondent No.4	:	Shri H.B. Agrawal, Senior Advocate with Ms. Meera Jaiswal, Advocate.

Order

22/09/2015

Heard.

1. This petition under Article 226 of the Constitution of India arises out of a dispute between the parties with regard to the terms and conditions of lease in the event of renewal.

2. The petitioner is aggrieved by the action of the respondent whereby in the matter of renewal of lease, the respondent have imposed certain conditions particularly with regard to the amount of the premium which is not acceptable to the

petitioner. The petitioner is not agreeing to the terms and conditions of renewal offered by respondent, the respondent have proceeded to cancel the lease of the petitioner. Earlier, the petitioner had filed a petition before this Court, which was disposed off with a direction to consider his representation. By impugned order, the representation of the petitioner has been finally disposed off.

3. Learned counsel for the respondent raised an objection with regard to the maintainability of the petition by submitting that in an identical petition filed by another lessee, involving similar dispute as between that lessee and the respondent herein, the petition has been dismissed as not maintainable with liberty to take recourse of remedy of filing civil suit.

4. After going through the nature of dispute raised in this petition and the order passed by this Court on 20th of August, 2015 in the case of Prahlad Tiwari Vs. Steel Authority of India Ltd. and another in WPC No.1089 of 2015 (Annexure R/01), I find that this case has also identical to the other case. In both the cases, what has been found is that dispute has arisen between the parties with regard to the terms and conditions in the matter of renewal. The petitioner has relied upon certain terms and conditions of the earlier lease deed to submit that renewal has to be granted under the same terms and conditions, the respondents have disputed the same by submitting that it would be at the option of the respondent only. In both the cases, the basis for fixation of premium is the policy decision taken by respondent company. In the matter of renewal, the respondent company has formulated policy that premium amount for renewal of lease would be at concessional rate of 25% of the present market land rate. Therefore, in both the petitions, the dispute is almost similar involving the same policy under which premium has been fixed in the present case.

5. Therefore, in these circumstances, I am not inclined to entertain the dispute and leave the party to work out their remedy by approaching Civil Court for seeking appropriate relief as may be available to them under the law.

6. Considering, however, that the petitioner has been in possession of the demised land for long, it is directed that for a period of 60 days from today, he shall not be evicted by the respondents. Thereafter, it would be open for the respondents to seek eviction in accordance with law. It is also clarified that this order shall not come in the way of the parties to resolve disputes under any amicably settlement.

7. With the aforesaid limited protection and clarification, this petition is finally disposed off.

Sd/-

Manindra Mohan Shrivastava

J U D G E

Rekha