

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.4208 of 2013

=====

1. Om Prakash Sah S/O Shri Kalika Sah A Resident Of Village- Saidpur,
P.S.- Dighwara, Dist.- Saran

.... Petitioner/s

Versus

1. The State Of Bihar
2. The Collector, Saran
3. The Secretary, Zila Parishad, Saran
4. The District Engineer, Zila Parishad, Saran
5. The Deputy Development Commissioner-Cum-Chief Executive Officer,
Zila Parishad, Saran

.... Respondent/s

=====

Appearance :

For the Petitioner/s : Mr. Harish Kumar

For the Respondent/s : Mr. Manoj Priaydarshi

=====

CORAM: HONOURABLE MR. JUSTICE KISHORE KUMAR
MANDAL
ORAL ORDER

3 19-01-2016 Heard Mr. Harish Kumar, learned counsel for the

petitioner and learned counsel for the respondent- Zila Parishad,

Saran, although a counter affidavit has been filed.

The petitioner claims to be an allottee of a shop by
the respondent- Zila Praishad under an agreement executed on
03.08.2008. The respondents- Zila Parishad vide notice dated
28.09.2012 served upon him to pay outstanding dues of the Zila
Parishad. Two days thereafter another communication dated
30.09.2012 (Annexure 4) was issued to the petitioner stating that
since he failed to deposit the outstanding dues of Zila
Parishad/rent of the shop, the agreement reached between the

parties stands cancelled.

The writ petitioner assailed both the communications and seeks direction upon the respondents not to evict the petitioner from the shop. This prayer has been made on the basis of Annexure 2 series wherefrom it appears that rent of the shop upto September, 2012 was paid by the petitioner and the same was received by the Zila Parishad.

The writ application was heard on 01.04.2013 and while directing to serve notice on Zila Parishad, it was directed that no further step shall be taken for evicting the petitioner from the shop without further permission of the Court. Undisputedly, the petitioner is continuing in possession of the shop.

In the counter affidavit filed on behalf of respondent- Zila Parishad besides making diverse statement, it is stated that agreement reached with the petitioner has not been cancelled.

This Court shall not go into this aspect of the matter since it has been pointed out by the petitioner that the agreement reached between the petitioner and the Zila Parishad has expired in August, 2015. As of today there is no agreement in favour of the petitioner. Although it is submitted that the petitioner is continuing to pay the rent but undisputedly fresh agreement

with respect to the shop has not been executed.

From the counter affidavit and the materials available on record it appears that pursuant to the notices impugned in the writ petition, respondent- Zila Parishad has not cancelled the agreement. In that view of the matter, in my view, the writ petition has become infructuous. The petitioner, if so advised, may approach the respondent- Zila Parishad for executing a fresh agreement in favour of the petitioner. Once such an application is filed by the petitioner, same shall be considered by the Zila Parishad, Saran, in accordance with law.

The writ petition stands disposed of.

(Kishore Kumar Mandal, J)

singh/-

U			
---	--	--	--