

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.750 of 2013

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1. Pramod Bihari Lal S/O Late Jai Bihari Lal R/O Sadar Bazar, Bihari Gali, Danapur Cantt., P.S. Danapur, District- Patna And Owner Of M/S J.B. Lal & Sons, Vending Contractor, Janta Bhojnalaya, Danapur Near Khagaul Post Office P.O. Khagaul, District- Patna- 801105

.... Petitioner/s

Versus

1. Union Of India Through General Manager, East Central Railway, Hajipur
2. The Divisional Railway Manager, Danapur, Patna
3. The Senior Divisional Engineer (Cord)-Cum-Estate Officer, E.C. Railway, Danapur, Patna
4. Divisional Commercial Manager, E.C. Railway, Danapur, Patna
5. Sr. Divisional Engineer (3) E.C. Railway, Danapur, Patna

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Awadh Bihari Ojha, Sr. Adv.
Mr. Nitesh Kumar, Adv.
Mr. Mahendra Prasad, Adv.

For the Respondent/s : Mr. Anil Kumar Sinha, Adv.

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 01-08-2016

The present writ petition has been filed for quashing the communication dated 30.11.2012 issued in purported exercise of powers under Section 4(1) of Public Premises Eviction of Unauthorized Occupation Act, 1971 vide Case No. EO/1/DNR/Pramod/12; and for issuance of a writ of prohibition restraining the respondents from taking any action against the petitioner.

2. Several affidavits were filed by the parties, upon a consideration of which this Court passed an order on 08.02.2016, directing the petitioner to make payment of at least 25% of the

outstanding shown in Annexure-J which amounting to Rs. 2,25,000/- by 25.02.2016, before the question of granting instalments could be considered.

3. Learned counsel for the petitioner claims that such payment of Rs. 2,25,000/- has been made.

4. According to the 3rd supplementary counter affidavit, the Railway on its part has considered the various payments made by the petitioner and has finally calculated an amount of Rs. 11,03,405/- that remains outstanding.

5. The petitioner has thereafter filed a rejoinder claiming that yet further payments have been made by the petitioner.

6. Having regard to the nature of the petitioner's grievance, this Court finds that the amounts claimed to have been paid by the petitioner and the credit granted for payments made is a mere matter of accounting. The writ petition is accordingly disposed of with liberty to the petitioner to approach the respondent Railway with a fresh representation in relation to any payments claimed to have been made but remaining unadjusted, within a period of two weeks from the date of receipt/production of a copy of this judgment. If any such representation is filed within the stipulated period, the same shall be considered and disposed of in accordance with law.

7. The amount remaining outstanding after adjustment of all payments made shall be determined by the Railway after affording

the petitioner an opportunity of being heard, and such amount shall be paid by the petitioner in nine equal monthly instalments commencing from the date the final accounting is made and communicated to the petitioner.

8. The petitioner is permitted to continue at the present place in the meantime, subject to the following conditions:

- (a) The petitioner shall not default in payment of any monthly instalment.
- (b) The petitioner may be made to vacate the premises as and when the expansion of the Danapur Railway Station takes place, without prejudice to the Railway's right to recover the unpaid instalments, if any.

(Vikash Jain, J)

Md. Ibrarul/-

AFR/NAFR	NAFR
CAV DATE	N.A.
Uploading Date	09.08.2016
Transmission Date	N.A.