

IN THE HIGH COURT OF JUDICATURE AT PATNA

Letters Patent Appeal No.1136 of 2013

In

Civil Writ Jurisdiction Case No. 21282 of 2012

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M/S Ganpati Distributors Through Its Proprietor Ashish Kedia Son Of Sri Ajay Kedia Resident Of Ganga Complex, Flat No.305, Kankarbagh Main Road, Patna-20 Having Its Registered Office Situated At Resident Of Mohalla-Daudbiga Chhoti Pahari, Village- Patna, P.O. & P.S- Agamkuan, District- Patna.

.... Appellant

Versus

1. The State of Bihar, through the Chief Secretary, Bihar, Patna
2. Sub-Divisional Officer-cum-Special Officer, Agricultural Produce Market Committee, Patna City, Patna

.... Respondents

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Appearance :

For the Appellant/s : Mr. Aditya Prakash Sahay, Advocate

For the Respondent/s : None.

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CORAM: HONOURABLE MR. JUSTICE NAVANITI PRASAD SINGH

And

HONOURABLE JUSTICE SMT. NILU AGRAWAL

ORAL ORDER

(Per: HONOURABLE MR. JUSTICE NAVANITI PRASAD SINGH)

2. 04-10-2016 Heard Sri Aditya Prakash Sahay, learned counsel for the appellant, who was the unsuccessful writ petitioner.

Learned counsel for the appellant submits that the appellant was forced to enter into an agreement for paying rent of the premises at Bazar Samiti, Patna City, Patna at the rate of Rs. 7/- per sq. ft. This agreement was for a period of 11 months. It was not renewed thereafter. He was contesting the same on the ground that the other tenants to the same premises are charged only at

the rate of Rs. 2.10 per sq. ft. as rent, which is discriminatory.

Learned counsel for the State states that who are being charged @ Rs. 2.10 per sq. ft. as monthly rent, had been given the premises much before at that rate. The petitioner had admittedly entered into agreement at the rate of Rs. 7/- per sq. ft. That is the basic difference between the two. He, however, submits that in respect of others as well, there was an agreement for 11 months, which expired and no demand of higher rent is made from them nor any fresh agreement is being entered into as between them and the State, and they continued to pay Rs. 2.10 per sq. ft. as rent, whereas petitioner is being coerced to pay Rs. 7/-.

We have considered this aspect and again of being say is that petitioner/appellant having aggrieved, as per agreement entered into between the parties, to pay rent at the rate of Rs. 7/- per sq. ft. on expiry of the said rent, the rent cannot reduce to Rs. 2.10 per sq. ft. It is for the authorities to review the situation as a whole and wherever there is no statutory binding or an agreement between the parties the rent of others would also have to

be at par with every other person.

However, we find no merit in this appeal.

This appeal is, accordingly, dismissed.

(Navaniti Prasad Singh, J.)

(Nilu Agrawal, J.)

Rajeev/-

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