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HIGH COURT OF CHHATTISGARH, BILASPUR

WPC No. 1419 of 2013

Smt. Usha Agrawal W/o Shri Shankar Lal Agrawal Aged About 49
Years R/o B-19, Wall Fort City, Ring Road No.1, Bhatagaon, PS
Purani Basti, Raipur, Dist Raipur, CG

---- Petitioner

Versus

1. Steel Authority Of India Ltd. Through Managing Director, Bhilai
Steel Plant, Bhilai, Thana Bhilai, Dist Durg, CG
2. Asstt. General Manager (Shops) Town Service Department, Sail
Bhilai Steel Plant, Bhilai, Thana Bhilai, Dist Durg, CG
3. Shri N.P.Tiwari S/o Shri M.P.Tiwari, R/o Modern X-Ray Clini,
Brahmanpara, Durg, PS City Kotwali, Durg, Dist Durg, CG

---- Respondents

For Petitioner	:	Mr. Sudeep Johri, Advocate.
For Respondents No.1 & 2	:	Mr. B.D. Guru, Advocate.
For respondent No.3	:	Mr. K.P.S. Gandhi, Advocate.

Hon'ble Shri Justice Manindra Mohan Shrivastava

Order On Board

15/03/2016

Heard.

1. It is stated that during the pendency of this petition, respondent No.3 has died.

2. This petition is heard on admission.

3. The petitioner has prayed for quashing of order Annexure P/1 passed by second respondent and prayed for directions to be issued in his favour as may be appropriate in the circumstances of the case.

4. Learned counsel for the petitioner submits that though the State Government had transferred the land to the Steel Authority of India

Ltd. for the purposes of an outright sale but the Steel Authority of India Ltd. and its officials leased out the land in favour of fourth respondent (deceased). The fourth respondent sold it out by registered sale deed in favour of Sudhir Bansal. Sudhir Bansal, in turn, entered into agreement to sell with Sonal Rungta. Sonal Rungta thereafter, entered into agreement to sell with the petitioner. On the strength of the agreement to sell, the petitioner applied to the Steel Authority of India Ltd. for transfer of lease in her favour but as the lessor rejected the application for transfer of plot in favour of the petitioner vide impugned order dated 20.5.2013, the petitioner has filed this petition.

5. Learned counsel for the respondent/Steel Authority of India Ltd. submits that the lease was executed by Steel Authority of India Ltd. in favour of late N.P. Tiwari. Clause No. 3(13) of the lease prohibits transfer or sub lease of the land without previous approval of the Steel Authority of India Ltd. The then, lessee N.P. Tiwari unauthorizedly sold it out to Sudhir Bansal and thereafter, on the basis of agreement to sell, the petitioner applied before respondent authority which has been rightly rejected.

6. The dispute raised in this petition by the petitioner is with regard to claimed right, interest or title in respect of the land in dispute. The sole basis is the agreement to sell executed by Sonal Rungta in favour of the petitioner. The material on record does not show any privity of contract as between the petitioner and Steel Authority of India Ltd. Be that as it may, I do not find that in dealing with the petitioner, respondent Steel authority of India Ltd. has acted arbitrarily or discriminated in the sense that in similarly situated circumstances, transfer was effected in favour of intending purchaser excluding the petitioner by subjecting him to hostile discrimination.

7. In view of the above, no relief can be granted to the petitioner in the writ proceedings. The petition is therefore dismissed as not maintainable, however, reserving liberty to the petitioner to take recourse to such remedy as may be available to him under the law.

Sd/-

(Manindra Mohan Shrivastava)
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