

IN THE HIGH COURT OF JUDICATURE AT PATNA

Criminal Writ Jurisdiction Case No.1268 of 2016

Arising Out of PS.Case No. -null Year- null Thana -null District- PATNA

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1. Dharambir Singh son of Shri Ram Anuj Singh Resident of Mohalla-
Shastrinagar, Sheikhpura, P.s.- Shastrinagar, District- Patna.

.... Petitioner/s

Versus

1. The State of Bihar, Through Principal Secretary Department of Home, Bihar,
Patna
2. The Director General of Police, Bihar
3. The Senior Superintendent of Police, Patna.
4. The Inspector, Patliputra, Police Station-Patliputra, District- Patna.
5. Nikita Wife of Kaushal Kumar Resident of Mohalla- 59 Patliputra, P.S.-
Patliutra, District- Patna.
6. Shri Vijay Mishra, Son of Name Not Known, General Manager, P & m Mall,
Management of 5th floor P & M Mall, Patliputra Colony, P.S.- Patliputra
District- Patna
7. Mrs. Bandana Kumari wife of Premjit Kumar, Mohalla Road No.9C, Rajiv
Nagar, P.S. Rajiv Nagar, Patna
8. Premjit Kumar son of late Krishnandan Prasad Singh, Mohalla Road No.9C,
Rajiv Nagar, P.S. Rajiv Nagar, Patna

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Yogesh Chandra Verma, Sr. Advocate
Mr. Anuj Kumar, Advocate

For the Respondent/s : Mr. Nadim Seraj, GP-5

For Respondent No.5 : Mr. Kamal Nayan Choubey, Sr. Advocate
Mr. Ambuj Nayan Choubey, Advocate
Mr. Sanjeet Kumar, Advocate

For Respondent No.6 : Mr. Rohitab Das, Advocate

For Respondent Nos.7 & 8: Mr. P. K. Shahi, Sr. Advocate
Mr. Vikas Kumar, Advocate
Mr. Sanjay Kumar Singh, Advocate

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CORAM: HONOURABLE MR. JUSTICE BIRENDRA KUMAR

ORAL JUDGMENT

Date: 11-10-2017

Heard learned counsel for the parties.

2. The petitioner had entered into an agreement with
respondent No.5 Nikita whereunder a lease was created in favour of



the petitioner in respect of Unit G-10 at the ground floor of P & M Mall, Patna, for running of Reid & Taylor Show Room. A copy of the lease-deed dated 31.05.2011 is Annexure-1. The lease period was to expire on 14.04.2020.

3. In the meantime, the petitioner was put under pressure to evict the shop may be for the reason that the petitioner was defaulter in payment of rent and other dues. To protect his unauthorized ejectment the petitioner filed Title Suit No.233 of 2016 against respondent No.5 in the Court of learned Sub-Judge-VII, Patna, on 02.06.2016. However, allegation is that before any step for ad interim injunction could be taken in the suit, the lock of the shop of the petitioner was broken by respondent Nos.5 and 6 on 30.11.2016. Subsequently, the respondents in collusion removed the articles kept therein.

4. Thereafter the present writ application was filed on 09.12.2016 for a direction to the police respondents to institute an F.I.R. for the alleged criminal act committed by respondent Nos.5 and 6 in forcefully unlocking the shop and removing the articles of the petitioner.

It is worth to mention that on notice to the respondents, Patliputra P.S. Case No.62 of 2017 has been registered.

5. In the meantime, I.A. No.529 of 2017 was filed by Mrs.



Bandana Kumari and Mr. Premjit Kumar stating therein that they have purchased the disputed shop on 06.12.2016 from respondent No.5 through a registered sale deed. Therefore, the aforesaid persons be impleaded as party respondents to the writ application. By order dated 11.04.2017 the prayer for impleadment as respondent Nos.7 and 8 respectively was allowed by this Court. Prior to that by order dated 02.03.2017, this Court considering the bonafide claim of the petitioner and his unlawful ejectment from the suit premises, directed the respondents to provisionally restore the possession of the said shop in favour of the petitioner along with the removed articles.

6. As of now the respondent No.5 submits that has have no interest now in this writ application as he has already transferred the suit premises in favour of respondent Nos.7 and 8 through registered sale-deed as well as he has filed suit before the competent Court for realization of arrears of rent and maintenance amount against the petitioner.

7. In their counter affidavit respondent Nos.7 and 8 proposed that they are ready to recognize the writ petitioner as tenant in the suit premises as per agreement vide Annexure-1 till 14.04.2020 with certain undertakings incorporated in para-11 of the counter affidavit. In reply to the counter affidavit aforesaid, the petitioner filed a supplementary affidavit dated 11.10.2017 stating therein that



he is ready to accept respondent Nos.7 and 8 as his landlord and to pay rent and abide by other conditions as per agreement and he would pay rent regularly through bank draft/net banking every month without any default in favour of respondent Mrs. Bandana Kumari.

8. After hearing the parties and considering the aforesaid facts and circumstances, specially the fact that main relief for institution of the F.I.R. has already been redressed and restoration of possession, has already been agreed between the parties as above, the writ application stands disposed of with direction to the respondent No.7 to restore possession of the disputed shop in favour of the petitioner on 16.10.2017.

(Birendra Kumar, J)

Mkr./-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	13.10.2017
Transmission Date	

