

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No. 1598 of 2017

Along with

Interlocutory Application No. 1433 of 2017

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Muzaffar Mahmood Son of Late Mahmudul Amin, Resident of Mohalla- Amlapatti,
Near Urdu Library, Ward No. 10, P.S.- Motihari Town, Motihari, District- East
Champaran, Motihari.

.... Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Panchayati Raj Department,
Government of Bihar, Patna.
2. The District Magistrate, East Champaran, Motihari.
3. The Chairman, Zila Parishad, East Champaran, Motihari.
4. The District Development Commissioner cum Chief Executive Officer, Zila
Parishad, East Champaran, Motihari.
5. The District Engineer, Zila Parishad, East Champaran, Motihari.
6. The Assistant Engineer, Zila Parishad, East Champaran, Motihari.
7. The Junior Engineer, Zila Parishad, East Champaran, Motihari.

.... Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Ranjeet Kumar, Advocate
For the Respondents No. 3 to 7	:	Mr. Sanjay Kumar, Advocate
For the State	:	Mr. Manish Kumar, A.C. to A.A.G. 6

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CORAM: HONOURABLE MR. JUSTICE AHSANUDDIN AMANULLAH
ORAL JUDGMENT

Date: 01-03-2017

Heard learned counsel for the parties.

Re.: Interlocutory Application No. 1433 of 2017

The petitioner has filed the present Interlocutory
Application for amendment of the writ application by adding a
further relief.

Learned counsel for the petitioner submitted that the



respondent no. 4 be directed to enter into an agreement with the petitioner with regard to the land allotted to him and also for being supplied with the sanctioned map for construction of shop upon the allotted land as was required to be done by the Zila Parishad, East Champaran (hereinafter referred to as the 'Authority').

The original writ application having been filed for setting aside the order dated 07.01.2017 directing the petitioner to vacate the area allotted to him, failing which it was indicated that he shall be evicted by use of force and the fact that under the terms of original allotment, the petitioner had to enter into an agreement followed by construction as per the sanctioned map, which was required to be done by the Authority and the petitioner having paid the entire consideration amount well within time, the Court finds that the amendment sought is connected to the relief sought in the main writ application.

Learned counsel for the respondents do not oppose.

In view thereof, prayer made in the Interlocutory Application is allowed. The proposed prayer shall be included as prayer no. 3 in the writ application.

Interlocutory Application No. 1433 of 2017 stands disposed off.

Re.:Civil Writ Jurisdiction Case No. 1598 of 2017



The petitioner has moved the Court for the following reliefs:

“1. That this civil writ application is being filed for issuance of appropriate writ/writs, order/orders, direction/directions, to the respondents and thereby for grant of following relief/reliefs to the petitioner:-

i) For setting aside the order contained in Letter No. 06/Motihari dated 07.01.2017 issued with the signature of District Engineer, Zila Parishad, East Champaran, Motihari as per the direction of the Chairman, Zila Parishad, East Champaran, Motihari who has no jurisdiction in law to issue such direction.

ii) for any other relief/reliefs for which petitioner may be deemed entitled too.

1(iii) For a direction upon the District Development Commissioner-cum-Chief Executive Officer, Zila Parishad, East Champaran Motihari to enter into an agreement with the petitioner with regard to 60 sq. ft. allotted land in question and further supply the sanctioned map for construction of shop upon the allotted land as the land in question was allotted to the petitioner in the year 1997 and the entire amount as directed was already deposited by the petitioner.”

Learned counsel for the petitioner submitted that pursuant to a public notice dated 19.09.1997 for allotment of 60 sq. ft. of land for commercial purpose near Meena Bazar Chowk in the city of Motihari, the petitioner had applied on 27.09.1997 and subsequently, after the procedure having been completed, through negotiation held with the Authority, he was allotted the space of land. Learned counsel submitted that the Authority was required to enter



into an agreement and thereafter provide sanctioned map to enable the petitioner to construct a shop on the land in question after which the monthly rent was to be deposited. Learned counsel submitted that though the petitioner paid the entire consideration amount of Rs. 25,000/- by 24.07.1999, but neither agreement was entered into nor any sanctioned map was provided to him and thus, he continued to carry on his business by covering it by clothes to make a temporary shade without any permanent structure. Learned counsel submitted that he has been representing time and again to the authorities for providing him with the sanctioned map and also entering into an agreement and lastly when the same was done through a petition before the respondent no. 4 on 28.11.2016, he has received the impugned notice dated 07.01.2017, by way of retaliation, asking him to vacate the land within three days, failing which he shall be evicted by use of force. Learned counsel submitted that despite the action being arbitrary, the authorities also do not have any power under law to evict the petitioner, who is admittedly in possession of the land after having paid the due amount, by use of force, as the same can be done only through the due process of law. Learned counsel submitted that the petitioner has time and again been moving the Authority and had in fact submitted representation on 17.02.2006 before the respondent no. 3 and had also asked for information under the Right



to Information Act on 27.02.2006 and only on 22.09.2016, he was provided copy of the file relating to such allotment and later on further information was provided to him on 26.10.2016, after which he had submitted his representation on 28.11.2016, which resulted in the authorities taking an adverse view against the petitioner and directing him to vacate the shop.

Learned counsel for the respondents no. 3 to 7 submitted that the petitioner has defaulted in payment of monthly rent. However, on a query of the Court as to why the agreement was not entered into and sanctioned map provided to the petitioner so that he could make construction and start paying rent, learned counsel had no answer. On a query of the Court as to whether the authorities were ready to give an opportunity to the petitioner to regularize his allotment, as he had already complied with what was required to be done by him, well within time, learned counsel has categorically stated in the affirmative.

Learned counsel for the State also submitted that the petitioner may be given an opportunity to get the matter regularized.

Having considered the facts and circumstances of the case and submissions of learned counsel for the parties, the writ petition stands disposed off with a direction to the Authority to enter into an agreement with the petitioner within one month from the date



of production of a copy of this order before the respondent no. 4. Thereafter, the respondent no. 4 shall ensure that the sanctioned map is provided to the petitioner for the shop in question within the next one month. The petitioner shall then construct the shop within three months from the date he is provided with the sanctioned plan. On the suggestion of the learned counsel for the Zila Parishad, learned counsel for the petitioner agrees that at the time of agreement he would clear all his arrears of rent. The petitioner shall make the construction in terms of the sanctioned map provided by the Zila Parishad.

The Court would record that the order is being passed with the consent of the parties. As a result, the impugned Letter No. 06/Motihari dated 07.01.2017 issued under the signature of the respondent no. 5 stands quashed.

(Ahsanuddin Amanullah, J.)

P. Kumar

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