

FARAD CONTINUATION SHEET No.
IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH AT NAGPUR

WRIT PETITION NO. 4685/2017

(SARITA NATHULAL CHAUDHARY & OTHERS **VERSUS** ZILLA PARISHAD, GONDIA & OTHERS)

Office Notes, Office Memoranda of Coram,
 appearances, Court's orders of directions
 and Registrar's orders

Court's or Judge's orders

Shri C.B. Dharmadhikari, counsel for the petitioners.
 Shri D.P. Thakare, Additional G.P. for the R-3.

CORAM : SMT. VASANTI A NAIK AND
A.D. UPADHYE, JJ.

DATE : JULY 21, 2017.

By this writ petition, the petitioners challenge Condition No.17 in the notification dated 09.06.2017 as being arbitrary and unconstitutional. The petitioners seek a direction against the respondents to initiate a fresh process for allotment of the shop blocks that are constructed by the Zilla Parishad, Gondia.

According to the petitioners, though, as per the policy of the State Government and the Zilla Parishad, the shop blocks were constructed by the Zilla Parishad at Amgaon for the poor and needy, the Zilla Parishad by the notification dated 09.06.2017, has inserted a condition that the applicants desirous of seeking the allotment of the shop blocks would be liable to deposit a sum of Rupees One Lakh towards security deposit. It is the case of the petitioners that the monthly rent of Rupees Three Thousand is also on the higher side and if that is on the higher side, the Zilla Parishad should not have asked for the deposit of Rupees One Lakh before the allotment of the shop block. It is stated that though the shop blocks have been constructed for the poor, the needy, the persons belonging to the scheduled castes, scheduled tribes,

other backward classes, physically challenged; women and self help groups, the Zilla Parishad has arbitrarily fixed the deposit amount at Rupees One Lakh. It is stated that if the lease is liable to be cancelled in terms of the notification in case of default in payment of three months' rent which would amount to Rupees Nine Thousand, it is difficult to gauge as to why the Zilla Parishad is seeking a deposit of Rupees One Lakh.

In the circumstances of the case, we are not inclined to issue directions to the respondents, as sought by the petitioners. It is not in dispute that shop blocks are constructed by the Zilla Parishad for the sections of the society, as mentioned in the earlier part of the order. The shop blocks are meant for the benefit of several categories of persons. The shop blocks are not meant only for the poor. It is not stated by the petitioners as to what are the dimensions of the shop blocks that are intended to be leased in pursuance of the notification, dated 09.06.2017. Without giving any dimensions, it cannot be said that the rent for the shop blocks is on a higher side. Even if the dimensions of the shop blocks were pointed out, we are afraid, it would not be in the domain of this Court to consider as to what should be the rent for the shop blocks. It is possible that several persons belonging to various categories that are mentioned hereinabove may have applied for the allotment of the shop blocks in pursuance of the notification, dated 09.06.2017. We also do not find that the fixing of the deposit amount at Rupees One Lakh is in any manner arbitrary or unreasonable as after securing the said deposit, the shop blocks would be handed over to the applicants that are entitled to the

allotment. In the circumstances of the case, it would not be proper to exercise the writ jurisdiction to hold that the imposition of condition of depositing a sum of Rupees One Lakh for the allotment of the shop blocks is arbitrary or illegal.

In the result, the writ petition fails and is dismissed with no order as to costs.

JUDGE

JUDGE

APTE