

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.929 of 2011

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Ramayan Thakur S/O Late Kishun Thakur R/O Mohalla- Thakurbari, P.S. Motihari
Town, P.O.- Motihari, Distt.- East Champaran

.... Petitioner

Versus

1. The Zila Parishad, East Champaran Motihari, represented through the Chief Executive Officer-cum-DDC, East Champaran, Motihari
2. The Chairman, Zila Parishad, East Champaran, Motihari.
2. The Chief Executive Officer-cum- DDC, East Champaran, Motihari
4. The Director, Distt. Rural Development Agency, East Champaran, Motihari
5. The Distt. Engineer, Zila Parisad, East Champaran Motihari

.... Respondents

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Appearance :

For the Petitioner/s : Mr. Prakash Srivastava, Advocate
Mr. Anu Priyadarshi, Advocate
Mr. Santosh Bharti, Advocate
Mr. Rinki Kumari, Advocate

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CORAM: HONOURABLE MR. JUSTICE ASHWANI KUMAR SINGH

ORAL JUDGMENT

Date: 23-04-2018

The instant writ petition has been filed on behalf the petitioner for issuance of an appropriate direction to respondent nos. 2 to 4 to accord permission to the petitioner for construction of the shop, which was allotted in his favour by virtue of the proceeding of the Zila Parishad dated 19.06.1995.

2. It is submitted by the learned counsel for the petitioner that respondent no. 1 in its meeting dated 19.06.1995 decided to allot



33 shops to the different persons, who are doing their business. In contemplation to the decision taken by the respondents, a shop containing an area of 6"x8" was allotted to the petitioner. After allotment, the respondent no. 2 issued a letter on 13.11.2007 bearing Memo No. 385, directing the petitioner to deposit a sum of Rs.15,000/- towards development cost and also to deposit rent @ Rs.3/- per square feet. The petitioner in compliance to the direction issued by respondent no. 2 deposited the development cost through receipt nos. 1010 & 1018 dated 12.12.1997 and 17.11.1997 respectively. The petitioner deposited rent regularly and there was no default on his part. A deed of agreement was also entered into between the petitioner and the officials of respondent no. 1 on 12.02.1997. He submitted that since no action was being taken on the repeated representations of the petitioner, he filed two applications before the Public Grievance Cell on 22.07.2009 and 04.12.2009 respectively, but all his efforts went in vain. Thus, he has approached this Court in the present writ petition.

3. Though nobody has appeared on behalf of respondent Zila Parishad, East Champaran, Motihari, a counter affidavit filed on its behalf is on record. From perusal of the same, it would transpire that the District Magistrate-cum-Chief Executive Officer, Zila Parishad, East Champaran, Motihari had asked explanation form the



petitioner as to why lease/settlement be not cancelled and to initiate legal action against him for playing fraud against the Government vide memo no. 148 dated 14.06.2000. The said explanation was asked by the District Magistrate pursuant to an inquiry having been made by the Deputy Chief Executive Officer, Zila Parishad, East Champaran, Motihari in which several illegalities were found. It is also stated in the counter-affidavit that the agreement of lease in question was never approved by the District Magistrate-cum-Chief Executive Officer of the Zila Parishad, Motihari nor the alleged lease was registered under the provisions of law and, thus, the claim raised by the petitioner after more than a decade is not legal and correct.

4. I have heard learned counsel for the petitioner and perused the record.

5. I find that the admitted case of the petitioner is that the shop in question was allotted in his favour on 19.06.1995 for which an agreement was entered into between the petitioner and respondent no. 1 on 12.02.1997. Since then, the agreement has not been acted upon. The petitioner has filed the present writ petition on 14.1.2011, i.e. after more than 15 years of allotment of the shop and about 14 years of entering into agreement. There is no plausible explanation for the inordinate delay caused in approaching this Court for the relief prayed for in the present writ petition. It is settled position in



law that if a person wants to invoke the writ jurisdiction, he should come to the Court at the earliest and any inordinate delay in filing the writ petition would be a ground to refuse discretion under Article 226 of the Constitution of India. The object of this principle is not to encourage stale claims and even acquiescence is a ground to refuse such relief.

6. Since the claim of petitioner is stale one, as it has been raised after more than a decade of the cause of action, I am not inclined to grant any relief to the petitioner in extra-ordinary writ jurisdiction. Accordingly, the writ petition is dismissed. However, the petitioner would be at liberty to approach the respondent authorities for the redressal of his grievance.

(Ashwani Kumar Singh, J.)

Kanchan/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	24.04.2018
Transmission Date	NA

