

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.3332 of 2011

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1. Poonam Prasad W/O Shri Rajesh Prasad Resident Of Village-Magadh Colony,Chasma Centre Gali,Po-Sadakat Ashram,Ps-Digha,District-Patna.

.... Petitioner/s

Versus

1. The Zila Parishad,Patna Represented Through Its Chief Executive Officer,Zila Parishan,Patna.
2. The Chief Executive Officer Cum Dy Development Commissioner Zila Parishad,Patna.
3. The Chairman Zila Parishan,Patna.

.... Respondent/s

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Appearance :

For the Petitioner/s : None.

For the Respondent/s : Mr. Nikesh Kumar, Adv.

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CORAM: HONOURABLE MR. JUSTICE ASHWANI KUMAR SINGH

ORAL JUDGMENT

Date: 16-04-2018

No body appears on behalf of the petitioner. Learned counsel appearing for the respondent Zila Parishad, Patna is present.

Perused the record.

2. The reliefs prayed for in the present writ petition are as under :-

I. To issue a writ in the nature of certiorari for quashing of notices dated 10.01.2011 bearing letter No. 134 & 135 (Annexure- 4 & 4/A), issued under the signature of the Respondent No.2, by which the Respondent No.2 directed the petitioner to deposit a sum of Rs.9,40,378=00 (Rupees nine lakhs forty thousand three hundred seventy eight) only & Rs. 9,17,473=00 (Rupees nine lakhs seventeen thousand



four hundred seventy three) only in four installment as the letters dated 10.01.2011 bearing letter No. 134 & 135 (Annexure- 4 & 4/A) is contrary to the letters dated 15.04.2005 bearing letter No.7/Lekha/Z.P & 8/Lekha.Z.P. (Annexure- 2 & 2/A) in which the petitioner was directed to deposit the amount of settlement of Rs.9,40,378=00 (Annexure-4) & Rs.9,17,473=00 (Annexure-4/A) in 30 equal installments.

II. To issue a writ in the nature of mandamus commanding the Respondent No.2 to accept the installment as per the letter dated 15.04.2005 bearing letter No.7/Lekha/Z.P & 8/Lekha.Z.P. (Annexure- 2 & 2/A) and further direct the Respondent No.2 to accept the annual installment of the amount of settlement, forthwith.

III. To ask an explanation-cum-show cause from the Respondent No.2, asking therein that when a decision was taken by the house of the Zila Parishad for settlement of the shops of Lok Nayak Bhawan, Patna in 30 equal installments, then under what statutory authorization the term and conditions of the settlement was changed/modified by the Respondent No.2.

IV. Any other relief or reliefs.

3. The case of the petitioner is that the respondent no.1 constructed a commercial complex known as 'Lok Nayak Bhawan'. It decided to make settlement of the shops of the complex. In



contemplation to the decision taken, the respondent no.2 issued an advertisement for settlement of shops of the complex in widely circulated 'Dainik Jagaran on 12.02.2005 pursuant to which the petitioner purchased the broacher and deposited bank drafts dated 28.02.2005 for a sum of Rs.10,000/- in the office of the Zila Parishad against which money receipt no. 333 dated 20.05.2005 was granted. Another draft dated 28.02.2005 for a sum of Rs. 10,000/- was deposited in the office of the Zila Parishad against which money receipt no. 306 dated 19.04.2005 was granted. In contemplation to the application and security money of demand drafts of Rs.10,000/- each deposited by the petitioner, letters were issued by the respondent no.2 in favour of the petitioner on 15.04.2005 by which she was directed to deposit a sum of Rs. 32,772/- and Rs.31,982/- by 15.04.2005. In contemplation to the letter dated 15.04.2005, she deposited a sum of Rs.32,772/- and Rs.31,982/- through demand drafts dated 14.05.2005 against which money receipts were granted to her. Since the demand drafts were deposited within time towards first installment pursuant to the letter dated 15.04.2005, she was expecting that the Zila Parishad would enter into an agreement by 15.05.2005 but no action was reported or communicated to her. It is the pleading of the petitioner that the respondent Zila Parishad failed to discharge its duty as per its own promise. Subsequently, respondent no.2 all of a sudden issued



two letters in favour of the petitioner on 10.01.2011 bearing letter nos. 134 and 135 directing to deposit the remaining amount of Rs.9,40,378/- and Rs.9,17,473/- in four installments. The said demand notices are under challenge in the present writ petition.

4. Learned counsel appearing for the respondents submitted that the writ petition has become infructuous in view of the fact that subsequent to the demand notices the petitioner herself voluntarily deposited the amount demanded and thereafter the shops have been settled in her favour.

5. In view of the submission made by the learned counsel for the respondents, the writ petition is dismissed as infructuous.

(Ashwani Kumar Singh, J)

Pradeep/-

AFR/NAFR	NAFR
CAV DATE	N.A.
Uploading Date	18-04-2018
Transmission Date	

