

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.18406 of 2017

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Jai Mata Di Investment Company Pvt. Ltd. through its Director, Mahesh Prasad Singh son of Late Ramautar Singh Resident of at Jai Maa Durga Hotel, Vijay Nagar, P.O. - Bahadurpur Housing Colony, P.S. - Patrakar Nagar, Kankarbagh, District - Patna - 800026.

.... Petitioner

Versus

1. The State of Bihar through the Principal Secretary of Forest Department, Govt. of Bihar, Patna.
2. Sanjay Gandhi Biological Park, Bailey Road, P.S. - Shastri Nagar, District - Patna - 800023.
3. The Director, Sanjay Gandhi Biological Park, Bailey Road, P.S. - Shastri Nagar, District - Patna - 800023.
4. The Director, Parishthitiki & Environmental Department, Bihar, Patna.

.... Respondents

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Appearance :

For the Petitioner : Mr. N.K.Malhotra, Sr. Advocate
Mr. Dronacharya, Advocate

For the Respondent/s : Mr. Dhurjati Kumar Prasad - GP-14

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 16-03-2018

The present writ petition has been filed for a direction to the respondent authorities not to interfere in conducting/operating the 9 battery operated vehicles in Sanjay Gandhi Biological Park, Patna (for short "the Park") by the petitioner and to quash the order dated 06.09.2017 as contained in Memo No. 1254 issued by the Director of the Park from operating 9 such battery operated vehicles in the Park.

2. Mr. N.K.Malhotra, learned Senior Counsel appearing on behalf of the petitioner submits that the action of the respondent authorities is wholly arbitrary and unsustainable. The petitioner has been required to remove five 12-seater vehicles which were being plied, in addition to initial four 12-seater vehicles plying, even though it is clear that the requirement for the additional vehicles exists as



evident from the fresh tender (Annexure-16). Moreover, the petitioner had been plying such five vehicles at a monthly rate of Rs. 1,500/- per vehicle which was being accepted by the authorities. It is further submitted that these five vehicles must therefore be treated as plying authorizedly inasmuch as the Director of the Park was empowered to grant prior permission for additional vehicles in terms of Clause 27 of the terms and conditions of the tender.

3. Learned counsel for the respondents on the other hand vehemently opposes the writ petition, submitting that the petitioner has been acting contrary to the terms of the agreement dated 06.04.2011 entered into between the parties. According to para 27 of the terms and conditions of the contract, the petitioner was permitted to ply only four 8-seater battery operated vehicles whereas it started plying four 12-seater vehicles and thereafter increased the number to the present nine 12-seater vehicles. It is stated that initially four vehicles had been approved by the Director but thereafter no prior nor subsequent approval for the additional vehicles was ever granted and hence the additional five vehicles being operated by the petitioner is wholly unauthorized. It has further been pointed out that even the security deposit in respect of the additional five vehicles has not been paid by the petitioner as evident from the letter dated 25.09.2017 (Annexure-7). Significantly, the petitioner did not respond to the show cause notice dated 06.06.2017 (Annexure-3) and has instead approached this Court only after the impugned letter has been issued, directing it to remove the additional five vehicles unauthorizedly being plied by it.

4. Having heard the parties and on consideration of the materials on record, this Court is not inclined to interfere in the matter, which is purely contractual in nature with little public law element involved. No doubt, the monthly fee in respect of the additional five vehicles has been accepted by the respondents, but the same does not



accord with the terms of the agreement between the parties. The petitioner is not being disturbed in the matter of plying of the four battery operated vehicles as originally permitted in terms of the agreement and in respect of which approval was granted. The petitioner has not brought on record any material to show that approval of the authorities had ever been granted in respect of the additional five vehicles. The petitioner did not also appear to have responded to the show cause notice and has approached this Court after the impugned order is passed.

5. In the above circumstances, the writ petition stands dismissed.

6. Interlocutory Application No. 9090 of 2017 filed for stay of the advertisement dated 07.12.2017 (Annexure-16) has become infructuous and stands disposed of.

(Vikash Jain, J)

Chandran/BT

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	20.03.2018
Transmission Date	NA

