

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.723 of 2019

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M/s. India Engicon a Proprietorship Firm, having its place of Business at Plot No. 49, Barauni Industrial Area, Deonah, P.O. Tilrath, District Begusarai, through its Proprietor, Md. Amzad Khan, aged about 31 years (Male) Son of Md. Akhtar Khan, resident of Ward No. 3, Deonah, P.O.- Tilrath, Barauni, District- Begusarai.

... .. Petitioner/s

Versus

1. The State Of Bihar and Ors through the Principal Secretary, Department of Industries, Government of Bihar, Vikas Bhawan, Patna.
2. The Principal Secretary, Department of Industries Government of Bihar, Vikas Bhawan, Patna.
3. Bihar Industrial Area Development Authority Udyog Bhawan, East Gandhi Maidan, Patna through its Managing Director.
4. The Managing Director, Bihar Industrial Area Development Authority Udyog Bhawan, East Gandhi Maidan, Patna.
5. The Executive Officer, Bihar Industrial Area Development Authority Patna.
6. The Regional Incharge, Barauni Industrial Area, Bihar Industrial Area Development Authority, Barauni, District- Begusarai.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Suraj Samdarshi
For the Respondent/s : Mr.Subash Pd.Singh

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CORAM: HONOURABLE MR. JUSTICE RAJEEV RANJAN PRASAD
ORAL ORDER

4 25-02-2019 This case was directed to be listed today, however in the order sheet the date was wrongly noted as 25.03.2019.

Let the rejoinder filed on behalf of the petitioner be taken on record.

This writ application has been preferred seeking a writ of certiorari to quash and cancel the order dated 12.012.2018 passed by respondent no.2 in Appeal Case No.09 of 2017, by which while disposing of the appeal, the respondent no.2 has inter-alia imposed a condition to pay penalty of Rs.25,000/- and



to submit a Bank Guarantee of Rs.3,00,000/- by the petitioner.

This Court had earlier while passing the order dated 09.01.2019 took note of the submissions of the learned counsel for the petitioner and then stayed the conditions imposing penalty and the submissions of the Bank Guarantee till further order. This interim order was passed with a direction to the authorities of the Bihar Industrial Area Development Authority, Patna (hereinafter referred to as 'BIADA') that on payment of the entire dues with interest and submission of the affidavit, by the petitioner, 'BIADA' would consider registering the lease deed and allow the petitioner to start operation within three months subject to result of the writ application.

When the case is called out today, learned counsel for the petitioner submits that during this period petitioner has made some payments to 'BIADA' and in Paragraph '9' of the rejoinder the petitioner has undertaken that he will pay the entire outstanding dues as per final accounts which is likely to be provided to the petitioner within a day or two. Attention of this Court has been drawn towards the statements made in Paragraph '10' of the rejoinder that the petitioner has further submitted that he is ready to commence commercial production within a period of three months from the date of execution of the lease deed, as



the same will help the petitioner to procure financial assistance from the Bank or other financial institutions.

Mr. Kumar Priya Ranjan, learned counsel representing the BIADA submits that according to instruction received from BIADA, the petitioner is liable to pay a sum of Rs.31,604/- now and as soon as the said amount is deposited, 'BIADA' would take steps for execution of the lease deed.

Learned counsel for the petitioner undertakes to pay the said amount within one week from today.

In the aforesaid view of the matter, it appears that the whole dispute has gone down to a stage of amicable resolution between the parties whereunder the petitioner is now ready to pay a sum of Rs.31,604/- which has been demanded by the 'BIADA'. In fact, learned counsel for the petitioner submits that petitioner would be paying any other or further demand of the 'BIADA' which would be in accordance with the policy of 'BIADA' and the agreement in question.

In the aforesaid view of the matter, this writ application is being disposed of with a direction to the petitioner to deposit the remaining amount of Rs.31,604/- within a period of one week from today. He will also undertake to pay any other and further amount which may come out against him as per final



accounts within the given period. On doing so, 'BIADA' shall take steps forthwith to execute and register the lease deed so that the petitioner may proceed to take necessary steps within the given period of three months to start commercial production.

Learned counsel for the petitioner has assured that petitioner will start commercial production within three months from the date of execution and Registration of lease deed, let an affidavit and undertaking to that effect be submitted by the petitioner with the office of BIADA. If the petitioner fails to start, commence commercial production within the aforesaid period of three months, BIADA may proceed to realize the penalty amount and shall also take any other and further action in accordance with the terms of allotment/lease as also if available to them in accordance with law.

BIADA, shall however not insist for submission of Bank Guarantee of Rs.3,00,000/- which has been directed by the appellate authority and to that extent the order of the appellate authority stands quashed.

(Rajeev Ranjan Prasad, J)

R.R.Ojha/-

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