

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.1159 of 2019

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1. Md. Ashfaqu Ansari Alias Jiyauallah and Ors late Subhan Ali Ansari resident of Village- Hajiganj, Jogbani, Ward No. 3, P.S. Jogbani, District- Araria.
 2. Md. Sanullah Ansari late Subhan Ali Ansari resident of Village- Hajiganj, Jogbani, Ward no. 3, P.S. Jogbani, District- Araria.
 3. Md. Minntullah Ansari late Subhan Ali Ansari resident of Village- Hajiganj, Jogbani, Ward No. 3, P.S. Jogbani, District- Araria.
 4. Md. Samiullah Ansari late Subhan Ali Ansari Resident of Village- Hajiganj, Jogbani, Ward No. 3, P.S. Jogbani, District- Araria.
 5. Bibi Khairun Nisha late Md. Subhan Ali Ansari resident of Village- Hajiganj, Jogbani, Ward No. 3, P.S. Jogbani, District- Araria.

... .. Petitioner/s

Versus

1. The State Of Bihar and Ors through the Principal Secretary, Revenue and Land Reforms Department, Govt. of Bihar, Patna.
2. The Director, Land Acquisition Directorate, Revenue and Land Reforms Department, Govt. of Bihar, Patna.
3. The Commissioner, Purnea Division, Purnea Bihar
4. The District Magistrate, Araria. Araria.
5. The District Land Acquisition Officer, Araria. Araria
6. The Deputy Collector Land Reforms, Forbesganj, Araria
7. The Registrar, Sub Registrty Officer Forbesganj , Araria.
8. The Circle Officer, Forbesganj, District- Araria.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Amar Nath Singh Mr. Kamal Kishore Singh
For the Respondent/s	:	Mr. Ramesh Kumar Singh AC to GP-15

CORAM: HONOURABLE MR. JUSTICE CHAKRADHARI SHARAN SINGH

ORAL ORDER

2 16-01-2019 Heard learned counsel for the parties.

2. This application has been filed seeking a direction the respondent-State of Bihar, to make payment of compensation in respect of land described in paragraph 1 of the writ application which is said to have been taken on perpetual lease by the State Government under the Bihar Raiyati Land Lease Policy, 2014.

3. The deed of lease has been brought on record by way of Annexure-1 to the writ application, which is a registered



document, to which the petitioners are admittedly signatories. The amount of compensation for perpetual lease has been fixed at Rs. 1,80,00,000/- (one crore eighty lacs). Following is the recital in paragraph 2 of the said lease deed:-

“That, the Lessee aforesaid approached the Lessor aforesaid for letting out the premises described in column no. 5 aforesaid for residential/commercial purpose by mutual agreement of both the parties the Lessor aforesaid agreed to let out the said premises to the Lessee aforesaid and the Lessee aforesaid agree to take the lease of the premises aforesaid on the following terms and conditions and the Lessee aforesaid agree to the terms willingly and without any pressure and accordingly the Lessor aforesaid has already verbally let out the premises to the Lessee aforesaid and have put him in possession of the premises as tenant on the following terms and both parties have agreed to execute his document of lease.”

4. It is, however, the case of the petitioner that fixation of the compensation amount against perpetual lease is not commensurate with the rate of compensation as prescribed under the Bihar Raiyati Lease Policy, 2014.



5. It is the case of the petitioners that in the year 2010-11, a piece of land was acquired under National Highway Act, treating the same to be commercial in nature, which land is adjacent to land of the petitioners, which has been taken on perpetual lease by the State Government under the said Scheme.

6. Mr. Amar Nath Singh, learned counsel appearing on behalf of the petitioners, has argued with reference to clause (3) of the said Scheme, that land on perpetual lease can be taken at the rate of four times in the rural areas and two times in the urban areas of minimum valuation register. According to him, the compensation amount has not been duly calculated by the authorities.

7. In my view, once the petitioners agreed to give their land on perpetual lease to the State Government for an amount disclosed in the agreement itself, the petitioners cannot resile from the terms of the agreement by claiming higher amount of compensation than what has been fixed.

8. In my view, this application is frivolous and is accordingly dismissed.

(Chakradhari Sharan Singh, J)

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