

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.16275 of 2016

- 1.1. Uma Devi, Wife of late Dharmatma Ram Dwivedi, Resident of Village- Pakari Mohammad Post Office- Paiga, P.S. Amnour, District- Saran at Present Sadha Housing Colony Chapra, MIG- 115, P.O. Sadha P.S. Chapra Mufasil, District- Saran.
- 1.2. Nityanand Dwivedi Son of late Dharmatma Ram Dwivedi, Resident of Village- Pakari Mohammad Post Office- Paiga, P.S. Amnour, District- Saran at Present Sadha Housing Colony Chapra, MIG- 115, P.O. Sadha P.S. Chapra Mufasil, District- Saran.
- 1.3. Babua Nand Dwivedi, Son of late Dharmatma Ram Dwivedi, Resident of Village- Pakari Mohammad Post Office- Paiga, P.S. Amnour, District- Saran at Present Sadha Housing Colony Chapra, MIG- 115, P.O. Sadha P.S. Chapra Mufasil, District- Saran.

... .. Petitioner/s

Versus

1. The Bihar State Housing Board, Patna through its Chairman.
2. The Managing Director, Bihar State Housing Board, Patna.
3. The Revenue officer, Bihar State Housing Board, Patna.
4. The Chairman, Price Fixation Committee, Bihar State Housing Board, Patna.
5. The Executive Engineer, Bihar State Housing Board, Division Damodarpur, Muzaffarpur.
6. The Manager Estate-cum-Additional Secretary, Bihar State Housing Board, Patna.
7. The Deputy Revenue Officer, Bihar State Housing Board, Patna.

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr.Sanjay Kumar Singh
For the Housing Board : Dr. Anand Kumar

CORAM: HONOURABLE MR. JUSTICE MOHIT KUMAR SHAH
ORAL JUDGMENT
Date : 25-07-2019

The present writ petition has been filed for quashing the letter dated 27.6.2006 issued by the Respondent No. 5 directing the original petitioner to make additional payment of Rs. 92,018/- with respect to plot bearing M.P. No. 115 situated at Sadha



Chapra, as also for quashing the order dated 22.4.2014 issued by the Chairman, Price Fixation Committee, Bihar State Housing Board, Patna whereby illegal extra payment has been fixed / demanded for execution of final deed of transfer and finally, for directing the respondents to execute the final deed of transfer on the basis of the price already agreed.

2. The brief facts of the case are that the original petitioner had applied for allotment of a plot under the Middle Income Group Scheme at Sadha Chapra on 9.5.1994, whereafter an allotment letter was issued to the original petitioner herein fixing the price of the land as Rs. 74,425/-. Subsequently, a hire purchase agreement dated 25.5.1999 was entered into wherein the tentative price was depicted as a sum of Rs. 74,425/-. Thereafter, the Bihar State Housing Board had again raised a demand of Rs. 92,018/- vide letter dated 27.6.2006, stating therein that since the original petitioner had defaulted in adhering with the terms and conditions of the agreement, he was liable to pay the aforesaid amount of Rs. 92,018/-.

3. The original petitioner had then approached this Court by filing a writ petition bearing CWJC No. 12585 of 2007 and a coordinate Bench of this Court by an order dated 1.3.2012 had remanded the matter of the original petitioner to the Price



Fixation Committee to consider the case of the petitioner on merits and pass a speaking order. The Chairman, Price Fixation Committee, Bihar State Housing Board had heard the matter of the original petitioner and by an order dated 22.4.2014, has come to the conclusion that since the allotment was made to the original petitioner on 31.10.1996 but the agreement was executed in the year 1999, the original petitioner was liable to pay the escalation cost for the interregnum period, hence, had directed the authorities of the Bihar State Housing Board to inform the original petitioner to pay the additional amount and get the registration executed.

4. The learned counsel for the petitioners has submitted that the impugned order dated 22.4.2014 is not only perverse but also contrary to the facts of the case inasmuch as after allotment of the plot to the original petitioner herein, he was first directed on 8.2.1999, only by a letter written by the Executive Engineer, Bihar State Housing Board, Muzaffarpur Division, to execute an agreement within fifteen days, whereafter immediately the original petitioner had entered into a hire purchase agreement for the plot in question on 25.5.1999, hence, it is submitted that there has been no delay on the part of the original petitioner.

5. Per contra, the learned counsel for the Bihar State



Housing Board submits that the aforesaid letter dated 8.2.1999 had been illegally written by the Executive Engineer, Muzaffarpur Division of the Bihar State Housing Board and for that purpose, show cause notice has already been issued to the Executive Engineer vide letter dated 17.9.2005 and letter dated 2.5.2008.

6. Having regard to the facts and circumstances of the case, this Court is of the view that the finding arrived at by the Chairman, Price Fixation Committee of the Bihar State Housing Board in its impugned order dated 22.4.2014 is not only perverse but also contrary to the facts of the present case inasmuch as admittedly for the first time, the petitioner was asked to enter into an agreement only on 8.2.1999 which has not been controverted by the respondents-Bihar State Housing Board, and immediately thereafter the original petitioner had entered into an agreement on 25.5.1999, thus, there is no question of penalizing the original petitioner for the laches on the part of the officers of the Bihar State Housing Board and by charging escalation cost for the interregnum period of about three years i.e. the time gap in between the date of allotment and the date of agreement.

7. In such view of the matter, this Court deems it fit and



proper to quash the order dated 22.4.2014 passed by the Chairman, Price Fixation Committee, Bihar State Housing Board and directs the respondents to discharge their obligation by ensuring that final registration is carried out after completion of the necessary formalities, since the original petitioner has died, without charging any escalation cost for the interregnum period i.e. for the period from the year 1996 to 1999.

8. The writ petition stands allowed.

(Mohit Kumar Shah, J)

ajay gupta/-

AFR/NAFR	AFR
CAV DATE	NA
Uploading Date	3.10.2019
Transmission Date	NA

