

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.5926 of 2019

1. Dinesh Prasad S/o Late Ram Hari Prasad
 2. Umesh Prasad S/o Late Ram Hari Prasad
 3. Rambriksh Prasad S/o Late Shibu Mahto
 4. Rade Shyam Prasad S/o Late Ramji Mahto
 5. Binod Prasad S/o Late Ramji Mahto
 6. Awadhesh Prasad S/o Late Ramji Mahto
- All are resident of Village- Khaje Etwarsarai, P.O.- Sohsarai, P.S.- Rahui,
Distt.- Nalanda

... .. Petitioners

Versus

1. The State of Bihar
2. The Principal Secretary Revenue and Land Reforms Department, Govt. of Bihar, Patna
3. The Divisional Commissioner Patna Division, Patna
4. The District Magistrate Nalanda
5. The Additional Collector Bihar Sharif, Nalanda
6. The District Land Acquisition Officer Bihar Sharif, Nalanda
7. The Circle Officer Rahui, Nalanda
8. The Executive Engineer Road Construction Department, Road Division, Bihar Sharif, Nalanda

... .. Respondents

Appearance :

For the Petitioner/s	:	Mr. Sudhir Kumar
For the Respondent/s	:	Mr. Sajid Salim Khan (SC 25)
		Mr. Washi Ahmad Khan, AC to SC-25

CORAM: HONOURABLE MR. JUSTICE CHAKRADHARI SHARAN SINGH

ORAL ORDER

2 01-04-2019 The petitioners are seeking a direction to the respondents to pay the amount of compensation to the petitioners for land which is said to have been acquired by the State of Bihar for construction of Bihar Sharif Bypass (Pachasa More-NH-31 to Upraura NH-82) at the same rate, which other *raiyyats* having adjacent lands have been paid upon acquisition



of their lands.

It is evident from the pleadings on record that the lands, in question, have not been acquired under the Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013. The petitioners themselves have entered into an agreement of perpetual lease in favour of the State of Bihar for the purpose of construction of the said road. It is not the petitioners' case that they have not been paid amount according to the agreement on perpetual lease. They have a grievance that other persons have been paid more amount under the lease policy of the State of Bihar, which is arbitrary and indiscriminatory. The plea of the petitioners cannot be accepted. The dispute, which the petitioners are raising, arises out of the agreement of perpetual lease between the petitioners and the State of Bihar. I find it difficult to accept their claim that they are entitled to more amount than what they had agreed to receive under their own deed of perpetual lease.

I do not find any merit in this application. This application is, accordingly, dismissed.

(Chakradhari Sharan Singh, J)

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