

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.8615 of 2019

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Ajay Kumar S/o Late Shiv Narayan Gupta Resident of Ward No. 4,
Thakurganj, P.s.- Thakurganj, Distt.- Kishanganj

... .. Petitioner/s

Versus

1. The State of Bihar Bihar
2. The District Magistrate Kishanganj
3. The Dy. Development Commissioner Kishanganj
4. The Executive Officer Thakurganj Nagar Panchayat, Thakurganj, Distt.-
Kishanganj

... .. Respondent/s

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Appearance :

For the Petitioner/s : None
For the Respondent/s : Mr.Subash Prasad Singh (GP-3)

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CORAM: HONOURABLE MR. JUSTICE CHAKRADHARI SHARAN SINGH

ORAL ORDER

- 2 25-11-2019 This writ application has been filed seeking direction to the respondents to renew the lease agreement and extend the petitioner's tenancy with respect to Shop No.3 situated in 'Prerana Bazar', Ward No.1, Thakurganj, which admittedly belongs to Thakurganj Nagar Panchayat. It is the petitioner's admitted case that the shop in question was taken on lease by him in 1999 for a particular period, which was extended from time to time. Last time, the tenancy was extended for five years upto 31.03. 2012, in 2007. The petitioner was running a *kirana-shop* business in the said shop. This is also not in dispute that the petitioner did not run any business thereafter. It is, however, his case that in 2012 that he had met with an accident and in



his absence one Mukesh Kumar was running the shop. The shop was sealed and no step was taken for renewal of the lease agreement, by the Nagar Panchayat. It is in this background that the petitioner is seeking a direction, as has been noted at the very outset.

2. A counter affidavit has been filed on behalf of the Executive Officer, Nagar Panchayat, Thakurganj, stating therein that in a meeting held of the Counselor of Nagar Panchayat on 11.11.2011, it was decided that such agreements in respect of such allottees, who were themselves not running the shops would not be given any extension and their act of subletting of their respective shops being in breach of condition of agreement, shall be treated to have been automatically cancelled.

3. It has further been stated that it was one of the conditions of the agreement between the petitioner and respondent No.3 as contained in Condition Nos. 6 and 7 that if the allottee was found to have handed over the shop on rent to any other person, the agreement shall automatically stand dissolved. According to them, the shop in question was handed over by the petitioner to one Mantosh Ghosh and accordingly Mantosh Ghosh was allotted the said Shop No.3 by respondent



No.4 with fresh agreement entered into between the Nagar Panchayat and Mantosh Ghosh on 31.03.2012 for the period of five years. The period of the said agreement has further been extended for a further period of five years, viz, 01.11.2017 to 30.10.2022.

4. There is no representation on behalf of the petitioner.

5. Even on the basis of what has been averred in the writ petition, no case for grant of any relief is made out as sought for in the writ application.

6. The petitioner has apparently approached this Court more than seven years after the term of the agreement of the lease between him and Nagar Panchayat came to an end in 2012.

7. No interference is required by this Court, in the aforesaid circumstance.

8. This application is, accordingly, dismissed.

(Chakradhari Sharan Singh, J)

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