

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.15095 of 2017

Prakash Yadav Son of Faguni Yadav Resident of Gokul Bhawan, Chapardah Road, Magadh Colony, P.O.- Chandauti, P.S. Medical College, Gaya.

... .. Petitioner/s

Versus

1. The Central University of Bihar through the Vice Chancellor, Gaya.
2. The Vice Chancellor, Central University of Bihar, 38, New Area Bisar Tank, P.S. Civil Lines, District-Gaya.
3. The Registrar, Central University of Bihar, 38 New Area, Bisar Tank, P.S. Civil Lines, District- Gaya
4. The Registrar, Central University of Bihar, Patna Campus, BIT Campus, P.O. B.V. College, Patna- 800014.
5. The Deputy Registrar, Central University of Bihar, 38 New Area, Bisar Tank, P.S. Civil Lines, District-Gaya.
6. The Finance Officer, Central University of Bihar, 38 New Area, Bisar Tank, P.S. Civil Lines, District-Gaya.
7. The Union of India through the Executive Engineer, Patna Central Division, C.P.W.D., Punaichak, Patna.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Shambhu Nath, Adv.
For the Respondent/s	:	Mr. S.D Sanjay, Addl. Soc. Gen.
		Mr. Alok Kumar, Agrawal, Adv.
		Mrs. Priya Gupta, Adv.

CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR UPADHYAY
ORAL ORDER

4 06-09-2019 Pursuant to the order dated 09.08.2019 counter affidavit has been filed on behalf of respondent nos.1 to 6 enclosing the document to indicate that payment has been made. From the perusal of the counter affidavit particularly para 5 to 12, the Court is satisfied that the payment has been made. For ready reference para 5 to 12 of the counter affidavit filed on behalf of respondent nos. 1 to 6 is being quoted herein below:



“5. That, although, the petitioner has sought relief for directing for payment of alleged rent due, but have not even disclosed the period or the amount, which is said to be in arrears. As a matter of fact, after vacating the lease portion of the Girls Hostel, leased by the petitioner to the respondent University on 23.07.2018, the respondent paid the remaining balance amount after adjusting the security deposit and in this way, finally paid a sum of Rs.1,11,542/-, vide cheque No.672941 dated 24.09.2019.

6. That the answering respondent humbly states that the tenant premises of the Girls Hostel was vacated by the respondent University as was shifted to the University Campus and in this regard, handing and taking over of the premises, in question, was signed by both the parties i.e. the petitioner's representative and the University's representative on 23.07.2018.

7. That the answering respondent further humbly states that the petitioner, vide its letter dated 14.08.2018, admitted that the rent of the building was paid to the petitioner from July, 2013 to April, 2018 as per the assessment and rent fixed by the C.P.W.D. and the rent of May, 2018; June, 2018 & 23rd day of July, 2018 (the date when the premises was vacated by the respondent University) was only due and, therefore, requested the respondent University that the same may be paid after adjusting the security amount of Rs.56,000/- lying with the petitioner since 08.08.2013.

8. That the Answering Respondent humbly further states that on such representation/letter of the



petitioner, the respondent University calculated the rent for the month of May, 2018; June, 2018 & 23rd day of July, 2018 for the total sum of Rs.1,86,158/-, which after deducting the TDS amount of Rs.18,616/- and the security amount of Rs.56,000/-, the net payable amount came to Rs.1,11,542/-, which was finally paid to the petitioner, vide Cheque bearing No. 672941 dated 24.09.2018, drawing in favour of the petitioner and his wife, Sneh Prabha.

9. That the Answering respondent humbly further states that no rent is not due to be paid to the Petitioner and, therefore, the writ petition be dismissed with cost and on this score itself.

10. That so far the statements contained in Para 3 to 9 of the writ petition are matter of record and requires no specific comment.

11. That so far the statements contained in para 10 & 11 of the writ petition, the same is disputed as the petitioner himself in his letter dated 14.08.2018 has mentioned that the rent fixed by the C.P.W.D. was @ Rs.16.78 per sq. ft. The respondent, after negotiation, fixed the reasonable rent, which has already been admitted to have been received by the petitioner from July, 2013 to April, 2018 and the only rent due was for the month of May, 2018; June, 2018 and 23rd day of July, 2018 and hence, any statement contrary to it are all incorrect and hence denied.

12. That so far the statements contained Para 12 of the writ petition, the same is matter of record. It is true that the Answering Respondent, vide its letter



dated 15.05.2017, intimated, vide Notice to the petitioner that the premises, in question, will be vacated and the advance rent amounting to Rs.56,000/- shall be adjusted.”

In view of the above, the present writ application is disposed of. However, if the petitioner has any dispute as to calculation, liberty shall be granted to the petitioner to raise the dispute of calculation before the respondents by way of filing representation, which shall be considered by the respondents in accordance with law within a period of 60 days from the date of filing of such representation.

With the aforesaid, the present writ application stands disposed of.

(Anil Kumar Upadhyay, J)

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