

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.21844 of 2012

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Smt. Sonamati Devi W/O Late Ram Ugrah Narain Singh R/O Vill-Bando
Bigha, P.S.-Karpi, Distt-ArawalJehanabad

... .. Petitioner/s

Versus

1. The Bihar State Housing Board and Ors
2. The State Officer Housing Board, Patna
3. District Magistrate, Gaya
4. The Executive Engineer, Gaya Division, Gaya

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Anshuman Singh
For the Respondent/s : Mr.J.S. Arora

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CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR UPADHYAY
ORAL ORDER

7 16-04-2019 Heard learned counsel for the petitioner and Mr.

Anshuman Singh, learned counsel appearing on behalf of the

Housing Board.

2. Learned counsel for the petitioner with reference to
letter no. 107 dated 14.2.2015 submits that the petitioner has
deposited only Rs. 11613/- and thereafter, he has not made any
payment. Hence allotment was cancelled.

3. The document contained in Annexure-G/1 dated
4.2.2015 admits that the land in question is still under
encroachment.

4. Learned counsel for the petitioner made a
submission that yet Housing Board remove encroachment he



will pay entire balance cost of the plot in one go within a period of one month.

5. Mr. Anshuman Singh, learned counsel for the Board submits that the Board is prepared to allot plot if the petitioner is agreeable payment of present market rate as the issue of revival is now no more in the practice and revival of the scheme has been closed.

6. Considering the rival submission of the parties, the Courts finds that the Housing Board has only sold dreams to the applicant for allotment of plot and flat. Payments have been received by the Housing Board but no effort was made to provide encroachment free plot to the petitioner.

7. The Housing Board is not a providing earning organization. The idea behind constitution of Housing Board is to provide house to the urban people. The big policy of officers or employees of the Housing Board over the last several years are simply fomenting litigation and instead of ensuring allotment of plot and flat to the aspirants, they are interested in fomenting litigation and taking advantage of the pendency of the litigation, they are interested in realizing the present market rate so that the Housing Board may earn profit out of their submission that the present is attributed to failure of the



Housing Board to provide plot and flat within time.

8. Under the aforesaid circumstances, the Court is constrained to direct the Housing Board to provide encroachment free land to the petitioner within a period of one month and thereafter within a further period of fortnight the Estate Officer, Housing Board shall inform the petitioner that the land is encroachment free and petitioner has to ensure payment of entire balance amount in one go as per the terms of agreement dated 30.5.1997.

9. In the event, the Housing Board fails to allot the plot in question encroachment free to the petitioner, the Housing Board shall be liable to pay refund the amount with 20 per cent interest from the date of deposit till the actual payment as the Housing Board cannot take advantage of its own incompetence.

10. The writ petition is accordingly disposed with option to the Housing Board either to allot encroachment free plot at the rate fixed at the time of agreement or to return the entire amount with interest indicated hereinabove within a period of 30 days from the date of receipt/production of a copy of this order.

(Anil Kumar Upadhyay, J)

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