

IN THE HIGH COURT OF JUDICATURE AT PATNA

Miscellaneous Jurisdiction Case No. 2703 of 2017

Arising out of

Civil Writ Jurisdiction Case No. 8584 of 2003

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Meera Rani Sing, Wife of Late Mahendra Narayan Singh, Resident of Village and Post - Barail, District - Supaul, At present residing at 14, Jairaj Vasundhara, Budha Colony, Patna - 1.

... .. Petitioner/s

Versus

1. The State of Bihar, through the Urban Development Department, Principal Secretary, Bihar, Patna.
2. Bihar State Housing Board, Patna through its Managing Director, Mr. Neel Kamal.
3. Managing Director, Bihar State Housing Board, Patna, Bihar, Mr. Neel Kamal.
4. The Executive Engineer, Bihar State Housing Board, Laheriasarai, Darbhanga.

... .. Opposite Party/s

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Appearance :

For the Petitioner/s	:	Mr. Ajay Kumar Singh, Advocate
For the Opposite Parties No. 2 to 4	:	Mr. Lalit Kishore, AG
		Mr. Pawan Kumar, Advocate
For the State	:	Mr. Rakesh Ambastha, AC to AAG
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**CORAM: HONOURABLE MR. JUSTICE AHSANUDDIN
AMANULLAH**

ORAL JUDGMENT

Date : 15-10-2019

Heard learned counsel for the petitioner and learned Advocate General for the Bihar State Housing Board (hereinafter referred to as the 'Board').

2. Pursuant to the earlier orders, the Managing Director of the Board is present. Supplementary show cause has been filed on behalf of the Board stating that after the submission of the required papers by the petitioner, the last being on 25th September,



2019, which is the indemnity bond, cheque for an amount of Rs. 48,083/- has been prepared on the same day in favour of the petitioner. The same has been produced before the Court.

3. It is not in dispute that the amount for which cheque has been prepared is taking into account the statutory interest right from the date of deposit till 30th September, 2019.

4. Learned counsel for the petitioner submitted that all documents had been submitted way back in the year 2014 itself. Nothing is on record in support of such contention.

5. In view thereof, the Court finds that the authorities have complied with the order dated 25.07.2013 passed in CWJC No. 8584 of 2003. However, as the Court had directed that if steps were not taken to refund the money within the period of eight weeks after completion of the formalities, the rate of interest would be doubled and from what has been brought on record and which is verified from the original records which have been produced before the Court, as the indemnity bond has been given by the petitioner in the proper legal format only on 25.09.2019, the Court finds that the Board is not liable to pay double rate of interest. The Court has gone through the original records produced by the Managing Director of the Board today from which it transpires that the original petitioner i.e., the late husband of the



petitioner had submitted an affidavit which is clearly not proper, for the reason that the date at three places printed under the signature of the Notary Public, learned Advocate and the deponent is given as 25.09.2003 whereas the date of the affidavit is 26.09.2013 i.e., there is discrepancy of over 10 years. Moreover, another document annexed is dated 26.09.2013, which is signed by the late husband of the petitioner which is in two pages and on the first page, it is written 'Indemnity Bond', but the same is neither affidavit nor stamped nor does it bear the signature of any witness or address of any witness, despite there being a column and further there are blank spaces in the document. This clearly cannot be accepted as an indemnity bond in the eyes of law.

6. Thus, on an overall consideration, the Court finds that the Board having calculated the statutory rate of interest from the date of deposit till 30th September, 2019, has discharged its obligation in compliance of the order dated 25.07.2013 passed in CWJC No. 8584 of 2003.

7. It goes without saying that it shall always be open to the petitioner to prove that all required documents, in accordance with law, had been submitted before the Board, before an



appropriate forum but not the High Court under its writ jurisdiction.

8. After the order had been passed, learned counsel for the petitioner submitted that he has given all the documents within one month of the passing of the order but he was not informed with regard to there being any shortcoming in such documents.

9. Learned Advocate General submitted that the late husband of the petitioner had given a two page document on which it was written 'Indemnity Bond' and law presumes that a person is aware of the legal requirement with regard to any document he submits and the same without bearing any stamp, Court fee or being notarized or affidavited and also not bearing the signature of any witness or address cannot be considered to be indemnity bond and, thus, the onus was on the petitioner to fulfill the requirement.

10. Having considered the said issue, the Court finds that this cannot be gone into in a contempt proceeding and as the petitioner has been given opportunity to move before the appropriate forum, in accordance with law, with regard to proving the fact that he had complied with all the legal requirement for refund of the money, nothing further remains in the present application.



11. Accordingly, the application stands disposed off.
12. As learned counsel for the petitioner was not agreeable to receive the cheque brought by the Board, let the same be sent by the authorities to the petitioner on her address through registered speed post.
13. Personal appearance of the officer stands dispensed with.

(Ahsanuddin Amanullah, J.)

P. Kumar

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