

IN THE HIGH COURT OF JUDICATURE AT PATNA
Letters Patent Appeal No.1597 of 2016

In
Civil Writ Jurisdiction Case No.3024 of 2014

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1. The State Of Bihar
 2. The Dy. Director, Mines And Geology, Munger Circle, Munger
 3. The District Magistrate D.M., Sheikhpura
 4. The Mining Development Officer, Sheikhpura
 5. The Certificate Officer, Mines and Geology, Munger Circle, Munger

... .. Appellant/s

Versus

M/s Dhanpat Prasad Singh Son Of Late Binda Prasad Resident Of Mohalla-
Line Par, Mirjapur, P.S- Nawada, P.O- Nawada, District- Nawada, Pin-
805110, State- Bihar

... .. Respondent/s

Appearance :

For the Appellant/s	:	Mr.Rajendra Narayan, Sr. Adv. Mr. Manish Sahay, Adv. Mr. Anil Kr. Sinha, Adv.
For the Respondent/s	:	Mr. Naresh Dikshit, SPP, Mines Mr. Brij Bihari Tiwary, Adv.

CORAM: HONOURABLE THE CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE ANIL KUMAR UPADHYAY

ORAL JUDGMENT

(Per: HONOURABLE THE CHIEF JUSTICE)

Date : 13-12-2019

This application has been preferred praying inter
alia for the following relief/s:

“The present Letters Patent Appeal is
directed against the order dated 11.07.2016 passed in
C.W.J.C. No. 3024 of 2014, by Hon’ble Mr. Justice
Vikash Jain, whereby and whereunder the Hon’ble
Court has been pleased to allow the writ petition and



held that the impugned certificate dated 13.09.2013 and the notice dated 14.09.2013 issued under the PDR Act are hereby quashed and the writ petition is allowed with imposition of cost of Rs.5,000/- to be paid personally by the Mining Development Officer, Sheikhpura (Respondent no. 4) who has sworn the supplementary counter affidavit on 29.02.2016 and he shall not be entitled to be reimbursed on that account by the State. Such amount shall be paid to the petitioner within a period of eight weeks from the date of receipts/production of a copy of this judgment, acknowledgement receipt whereof must be filed before this court within a further period of two weeks of payment.

It is made clear that the dues of the petitioner shall be recalculated with reference to the period between 21.09.2007 and 18.03.2009 and after quantification, credit shall be given for the payments made against such liability and only the balance amount, if any, shall remain payable by the petitioner. In case any amount is found to have been paid in excess of the liability as determined, it shall naturally be refunded to the petitioner.

The writ petition stands allowed as above.”

The operative part of the impugned judgement dated 11.07.2016 passed by the learned Single Judge in C.W.J.C. No. 3024 of 2014(M/S Dhanpat Prasad Vs. The State of Bihar reads as under:



“10. This Court therefore, finds the stand of the respondent no.4 to be thoroughly unreliable and remains unsubstantiated, leaving little scope for doubt that the registered letters of the petitioner were in fact received by the Respondent No.4. It follows therefore, that the petitioner’s claim has a sound basis as the lease was surrendered in exercise of the petitioner’s right in terms of the lease contract. In such circumstances, the arbitrary demand of Rs.85,13,000/- sought to be recovered through recovery proceedings initiated against the petitioner under the PDR Act cannot be sustained.

11. The impugned certificate dated 13.09.2013 and the notice dated 14.09.2013 issued under the PDR Act are hereby quashed and the writ petition is allowed with imposition of cost of Rs.5,000/- to be paid personally by the Mining Development Officer, Sheikhpura (Respondent No.4) who has sworn the supplementary counter affidavit on 29.02.2016 and he shall not be entitled to be reimbursed on that account by the State. Such amount shall be paid to the petitioner within a period of eight weeks from the date of receipt/production of a copy of this judgment, acknowledgement receipt whereof must be filed before this court within a further period of two weeks of payment.

12. It is made clear that the dues of the petitioner shall be recalculated with reference to the period between 21.09.2007 and 18.03.2009 and after quantification, credit shall be given for the payments



made against such liability and only the balance amount, if any, shall remain payable by the petitioner. In case any amount is found to have been paid in excess of the liability as determined, it shall naturally be refunded to the petitioner.”

We do not find any infirmity or illegality in the impugned order by which the certificate/demand notice was cancelled on account of non-compliance of principles of natural justice. With the reasoning we do not find any fault. However, insofar as the cost is concerned, for the reasons stated at the Bar, we set aside that part of the judgement modifying the impugned judgement.

Learned counsel states that appropriate action shall now be initiated and positively completed within a period of three weeks.

The statement is accepted and taken on record.

(Sanjay Karol, CJ)

(Anil Kumar Upadhyay, J)

K.C.Jha/-

AFR/NAFR	NAFR
CAV DATE	N/A
Uploading Date	17.12.2019
Transmission Date	N/A

