

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.14000 of 2013

=====

Anjani Kumar Pandey, S/O Late Shri Binda Pandey, Resident of Village -
Lerua Pandey Tola, P.O. Tejpur, P.S. Madhura, District – Saran, Chhapra

... .. Petitioner/s

Versus

1. The State of Bihar
2. The Principal Secretary, Housing Board, Patna
3. The Secretary, Housing Board, Muzaffarpur Unit, Muzaffarpur, Bihar
4. The Managing Director, Bihar State Housing Board, Patna

... .. Respondent/s

=====

Appearance :

For the Petitioner/s : Mr. Chandra Kant, Advocate
For the Respondent/s : Ms. Binita Singh, Advocate

=====

CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR UPADHYAY
ORAL JUDGMENT

Date : 20-06-2019

Heard learned counsel for the petitioner and the Housing Board.

2. The petitioner has filed the present writ application for a direction to the respondents to execute deed of agreement in respect of plot no. C-336 and also to deliver the possession of the same.

3. The father of the petitioner was allotted the said plot in the year 1996 and the Housing Board asked the father of the petitioner to pay Rs.9,000/-.

4. Learned counsel for the petitioner submits that the father of the petitioner has paid the amount of Rs.9,000/- in terms of notice dated 13.01.1996. He submits that father of the petitioner



died on 25.12.1996. Thereafter the petitioner filed application on 06.02.2008 for execution of agreement in his favour, in place of his father.

5. Ms. Binita Singh, learned counsel for the Housing Board submits that the petitioner has made a request in writing that he is ready to pay the up-to-date price of the plot on 06.02.2008 whereas the petitioner is claiming that he should be allotted the plot in terms of the allotment letter of 1993. She further submits that after the offer to pay the up-to-date price on 06.02.2008, the petitioner did not proceed any further as only on 09.04.2012 the petitioner responded to the letter of the Housing Board dated 14.03.2012 and thus the petitioner is not entitled to any relief in the present proceeding. She further submits that subsequently the petitioner was also asked to settle the matter by approaching the Managing Director of the Housing Board and in this connection learned counsel for the Board has referred to para 10 of the counter affidavit, but the petitioner failed to respond to the opportunity provided by the Board.

6. Under the order of this Court dated 16.05.2019, the original record has been produced. From perusal thereof, it would be evident that the proposal for allotment of the plot, bearing no.



C-336 in favour of the petitioner, in place of his father, was all through under consideration before the Housing Board.

7. Thus, in the aforesaid facts, there is no dispute that the Housing Board kept the matter of allotment of plot no.C-336 pending in favour of the petitioner. The only dispute involved in this writ application is the price of the plot. Since the proposal was submitted by the petitioner on 06.02.2008 and the correspondence continued thereafter, therefore, the petitioner is required to pay the price of the plot as on 06.02.2008.

8. Ms. Binita Singh, learned counsel for the Board submits that the petitioner is liable to pay the up-to-date price of the plot and not the price fixed for allotment in 1996.

9. Considering the noting in the file, different correspondences in the original file and on rival contentions of the parties, the Court is of the view that ends of justice will be met, if the petitioner is allotted the plot in question on payment of price as existing on 06.02.2008, as the delay in the matter of taking decision or indecisiveness on the part of the Housing Board cannot be a ground to capitalize the price by adding interest. In view of the fact that the father of the petitioner has paid Rs.9,000/- to the Housing Board in connection with allotment of plot no. C-339 on 07.02.1996, it would be equitus that the respondent may realize the



price of plot not as per the current price but on the basis of price prevailing on 06.02.2008 when the petitioner approached the Housing Board for allotment of plot no.C-336 in place of his father.

10. Necessary determination as to the price on 06.02.2008 should be made by the Housing Board at the earliest preferably within a period of 60 days from the date of receipt/production of a copy of this order.

11. The petitioner shall also be under obligation to pay the entire price/cost as on 06.02.2008 after deducting the amount of Rs.9,000/-, which was paid by his father on 07.02.1996 within a period of 60 days from the date of calculation and raising fresh demand by the Housing Board. Thereafter the Housing Board shall be under obligation to complete all the formalities for execution of deed in favour of the petitioner in relation to plot no. C-336.

12. With the aforesaid, this application is allowed and disposed of.

(Anil Kumar Upadhyay, J)

uday/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	22.06.2019
Transmission Date	NA

