

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.19885 of 2013

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Ratnesh Kumar S/o Sri Shobha Kant Lal Das Resident of Village- Belahi,
P.O- Lohat, P.S- Pandaul, District- Madhubani.

... .. Petitioner/s

Versus

1. The Bihar State Housing Board through its Managing Director, Bihar, Patna
2. The Managing Director, State Housing Board, Bihar, Patna.
3. The Revenue Officer, State Housing Board, Bihar, Patna.
4. The Executive Engineer Bihar State Housing Board, Darbhanga, P.O P.S District- Darbhanga.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Bipin Bihari Singh
For the Respondent/s : Mr.Anil Kumar Sinha

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CORAM: HONOURABLE MR. JUSTICE MOHIT KUMAR SHAH

ORAL JUDGMENT

Date: 30.08.2019

The present writ petition has been filed for quashing of the order dated 02.08.2013 issued by the Revenue Officer, Bihar State Housing Board, Patna (hereinafter referred to as the 'Board'), whereby and whereunder the petitioner has been directed to deposit a sum of Rs. 29,17,123/- by the month of August, 2013 for the purposes of revival/renewal of the allotment of land made to the petitioner herein.

The brief facts of the case are that the petitioner is stated to have applied for allotment of plot/house/flat before the respondent Board pertaining to MIG category house at Darbhanga on 04.09.2004 whereafter the respondent Board had



issued a letter dated 15.02.2006, provisionally allotting Plot No. MP/234 and the petitioner was directed to deposit a sum of Rs. 34,253/- by way of advance so that the allotment order could be issued, whereupon the petitioner had deposited the said amount on 28.02.2006. Thereafter, the respondent Board had issued the allotment letter dated 06.06.2006 wherein the tentative price of the plot in question, as on 28.02.2006, to be paid by the petitioner, was assessed at Rs. 1,59,176/- and the petitioner was directed to pay the amount in question within the stipulated period and enter into an agreement, failing which the allotment order would stand cancelled automatically. The petitioner is stated to have deposited a sum of Rs. 13,500/- on 07.10.2004, 34,253/- on 28.02.2006 and Rs. 200/- on 28.06.2006, totaling to a sum of Rs. 47,953/-. Thereafter, the Executive Engineer of the respondent Board had issued a letter dated 28.08.2009 regarding non-execution of the agreement and stating therein that after adjustment of the amount deposited by the petitioner, the petitioner is required to deposit a further amount, as stated therein, hence the same be deposited on or before 31.08.2009. It is the case of the petitioner that despite the petitioner having deposited the requisite amount, neither the agreement was entered into nor the possession of the plot in question was given



to the petitioner herein. Therefore, the petitioner is stated to have filed a representation before the Managing Director of the Board whereupon the Revenue Officer of the Board had issued the impugned letter dated 02.08.2013 directing the petitioner to deposit a sum of Rs. 29,17,123/- by the month of August, 2013 for the purposes of revival of the allotment order, made in favour of the petitioner earlier.

Per contra, the learned counsel for the respondent Board, referring to the counter affidavit filed in the present case, has submitted that the actual facts of the case are that the petitioner had filed an application for allotment of MIG plot on 04.09.2004 by depositing a sum of Rs. 13,500/- on 07.10.2004, by way of advance. Subsequently, the respondent Board had allotted plot no. MP/234, situated at Laheriasarai, Darbhanga, to the petitioner vide allotment order dated 06.06.2006 and the tentative cost of the plot was assessed as Rs. 1,59,176/-, as on 28.02.2006, whereupon the petitioner had deposited only a sum of Rs. 47,953/-, however, he did not deposit any installment amount, as required to be deposited in accordance with the allotment order dated 06.06.2006 i.e. in 60 equal installments of Rs. 2,681/- each, which were to be deposited, starting from the month of July, 2006. Subsequently, the petitioner had made an



application before the respondent Board on 30.01.2013 stating therein that on account of his mistake since he was living outside his home, he could not execute the agreement and also filed an affidavit for revival of the allotment. In pursuance to the request of the petitioner dated 30.01.2013, the Board had issued a letter dated 16.03.2013 to the petitioner herein to deposit a sum of Rs. 29,17,123/- by the month of March, 2013, however, the said letter was returned back by the Postal Department with the remark that the petitioner was outside the village. The respondent Board had then issued another letter dated 02.08.2013 to the petitioner to deposit the aforesaid amount for revival of allotment but till today the petitioner has not deposited any amount. It is submitted that the terms and conditions mentioned in the allotment letter dated 06.06.2006 itself stipulates that in case the payments required to be made for the purposes of allotment of plot, as scheduled therein, is not made, the allotment order would stand cancelled automatically, hence in the present case since the petitioner has failed to make payment, his allotment order has stood cancelled automatically.

I have heard the learned counsel for the parties and perused the materials on record and I find that the allotment



order dated 06.06.2006 itself stipulates that in case the payments are not made as stipulated in the said order, the allotment order would stand cancelled automatically. It is clear from the records of the present case that the petitioner had deposited a sum of Rs. 47,953/- only up to the month of June, 2006 and had thereafter failed to pay even a single installment, as required to be paid by the petitioner, as scheduled in the allotment order dated 06.06.2006, hence the allotment order qua the petitioner herein dated 06.06.2006 had stood cancelled automatically. It is only in the year 2013 that the petitioner had approached the respondent Board by filing an application/representation dated 30.01.2013 for revival of the allotment order whereupon the price of the plot in question was assessed on the M.V.R. value/capitalized value/prevaling rate of the plot in question as on 28.02.2013 and the impugned letter dated 02.08.2013 was issued to the petitioner herein, giving him an option to revive the allotment made in his favour regarding Plot No. MP/234, subject to payment of a sum of Rs. 29,17,123/-, the value arrived at as on 31st July, 2013, after adjusting the amount already paid by the petitioner herein, however, the petitioner failed to pay the same. It is clear that since the petitioner had failed to make payment in time and had slept over the matter



from the year 2006 to the year 2013 i.e. for about seven years, allotment order dated 06.06.2006 had stood automatically cancelled in the meantime and when the petitioner had filed a representation dated 30.01.2013 before the respondent Board for revival of the allotment made in his favour, the respondent Board had rightly calculated the capitalized value of the plot in question as on 31st July, 2013 and after deduction of the amount paid by the petitioner herein, had assessed the cost to be paid by the petitioner which totals up to a sum of Rs. 29,17,123/-, hence this Court does not find any infirmity in the decision of the respondent Board, thus no ground, whatsoever has been made out by the petitioner, so as to interfere with the impugned order dated 02.08.2013, hence, the present writ petition stands dismissed, being devoid of any merit.

(Mohit Kumar Shah, J)

S.Sb/-

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CAV DATE	
Uploading Date	13.10.2019
Transmission Date	

