

HIGH COURT OF CHHATTISGARH, BILASPUR**WPC No. 2108 of 2018**

Rajeev Lochan Agrawal S/o Vinod Agrawal Aged About 33 Years R/o Post Office - Kudumkela , Gharghoda, District Raigarh Chhattisgarh.--- **Petitioner**

Versus

1. State of Chhattisgarh through Secretary Department of Electronics and Information Technology Government of Chhattisgarh, Mahanadi Bhawan, Mantralaya Naya Raipur, District : Raipur, Chhattisgarh
2. Bharat Sanchar Nigam Limited through Chief General Manager , BSNL Chhattisgarh Circle, Khamhardih, Vidhansabha Rora Raipur District : Raipur, Chhattisgarh
3. Bharat Sanchar Nigam Limited through Telecom District Manager, Office of The Telecom District Manager, BSNL Door Sanchar Bhawan Beladola Road Raigarh District : Raigarh, Chhattisgarh
4. Junior Telecom Officer, BSNL Office, Chakradhar Nagar Raigarh District : Raigarh, Chhattisgarh
5. Sub - Divisional Engineer, BSNL Office, Chakradhar Nagar, Chhattisgarh., District : Raigarh, Chhattisgarh
--- Respondents

For the Petitioner	: Mrs. Surya Kawalkar Dangi, Advocate
For the State	: Mrs. Richa Shukla, Dy. G.A.
For respondents 2 to 5	: Shri A.K. Prasad, Advocate

Hon'ble Shri Justice Goutam Bhaduri

Order on Board

19-08-2019

1. Heard.
2. The instant petition has been filed with the following relief(s):
 - (i) That this Hon'ble Court may kindly be pleased to direct the respondent authorities to evict from the property of the petitioner immediately.
 - (ii) That this Hon'ble Court may kindly be pleased to

direct the respondent telecom Company to pay the remaining arrears due to the petitioner;

(iii) That this Hon'ble Court may kindly be pleased to direct the respondent Telecom Company to pay the cost and compensation of Rs.5,00,000/- to the petitioner;

(iv) Any other relief, which this Hon'ble Court deems fit in the facts and circumstances may also be granted in favour of the petitioner."

3. Learned counsel for the petitioner would submit that the respondent authorities entered into a tenancy agreement with the petitioner in the year 2004 for a period of 5 years and despite the period has elapsed, when the request was made to vacate the premises in the year 2018, the same was not given heed to and still the petitioners are continuing in possession of the premises and even the rents are not being paid. She placed reliance on a case law reported in *(2004) 3 SCC 214 – Jamshed Hormusji Wadia v. Board of Trustees, Port of Mumbai* and would submit that the respondents cannot act in arbitrary manner so as to defeat the right of the petitioners which is guaranteed under Article 300-A of the Constitution of India. Para 16 would be relevant here and quoted below:

"16. The position of law is settled that the State and its authorities including instrumentalities of State have to be just, fair and reasonable in all their activities including those in the field of contracts. Even while playing the role of a landlord or a tenant, the State and its authorities remain so and cannot be heard or seen causing displeasure or discomfort to Article 14 of the Constitution of India."

4. The primary relief which has been claimed as appears is for ejectment of respondents as also payment of arrears of rent. To

get the eviction, the petitioner has to plead and prove certain facts for which a different forum has been provided under the Chhattisgarh Rent Control Act 2011 wherein the procedure for ejectment has been prescribed.

5. Therefore, in a petition under Article 226 of the Constitution of India, this Court cannot go into the disputed question of fact. Since the statutory alternative remedy is available for eviction of tenant under the Act of 2011, I am not inclined to entertain the petition. Accordingly, it is dismissed.

**Sd/-
(Goutam Bhaduri)
Judge**