

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR**Writ Petition (C) No. 1259 of 2020**

Chhattisgarh Shiksha Samiti Through - Its President Namely Arun Y. Goverdhan S/o Late Shri Yadav Rao Goverdhan, Aged About 82 Years, Chhattisgarh Higher Secondary School, Chatapara, Bilaspur, District – Bilaspur, Chhattisgarh

---- Petitioner**Versus**

1. State Of Chhattisgarh, Through Its Secretary, Schedule Caste And Schedule Tribe Welfare (Minority) Department, Mahanadi Bhawan, Atal Nagar, Naya Raipur, Chhattisgarh
2. Commissioner, Schedule Caste And Schedule Tribe Welfare Department, Indrawati Bhawan, Atal Nagar, Naya Raipur, Chhattisgarh
3. Collector Bilaspur, District – Bilaspur, Chhattisgarh
4. Chhattisgarh State Waqf Board Through - Its Chief Executive Officer, In Front Of Statue Of Dr. Bheemrao Ambedkar, Collectorate Square, Raipur, District – Raipur, Chhattisgarh
5. Ex. Chairman Of Chhattisgarh State Waqf Board Namely Md. Salim Ashrafi, Gafoor Manjil, Rajbandha Marg, Near Shiv Mandir, Maudhapara, Raipur, District – Raipur, Chhattisgarh
6. Sub - Divisional Officer (Revenue) And Assistant Survey Commissioner (Waqf), Bilaspur, District – Bilaspur, Chhattisgarh

---- Respondents

For Petitioner	:	Mr. Vaibhav A. Goverdhan, Advocate
For State	:	Mr. V. R. Tiwari, Addl. A.G.
For Respondent no.4	:	Mr. Malay Shrivastava, Advocate
For Respondent no.5	:	Mr. Surfaraj Khan, Advocate

Hon'ble Shri Justice P. Sam Koshy
Order On Board

22.06.2020

1. The challenge in the present writ petition is to the order Annexure P-1 dated 01.06.2020 whereby the lease which was executed between the petitioner and the respondent no.4 has been cancelled.
2. A plain perusal of Annexure P-1 would reveal that the cancellation of lease has been on two grounds; Firstly on the ground of the present rent which is fixed for the property measuring 1,15,541 square feet situated at Nazool Sheet No.14, Plot No. 19/1, Chatapara, Bilaspur being too less and secondly, the earlier lease executed between the parties did not have an approval of the State Govt.
3. During the course of hearing it is revealed that before canceling the lease, there has been no proposal made on the part of the respondent no.4 giving intention of enhancing the rent to the petitioner. If the respondent no.4 had given a proposal for enhancing the rent, the petitioner would have had an opportunity to either accept the proposal of enhanced rent or oppose the same and there would also have been an occasion of negotiation between the parties to arrive at an acceptable rent and failing which, appropriate recourse under the law should have been pursued by the respondent no.4. However, a plain reading of the impugned order Annexure P-1 does not reveal any such action to have been taken by the respondent no.4.
4. Given the said facts, this Court is of the opinion that the impugned order as of now is not sustainable and the same deserves to be and is accordingly set aside.

5. Liberty is granted to the respondent no.4 for giving their proposal for the enhanced rent to the petitioner and thereafter to proceed in accordance with law subject to the petitioner accepting or refusing the proposal to be made on behalf of the respondent no.4.
6. With the aforesaid direction, the writ petition stands allowed and disposed of.

**Sd/-
P. Sam Koshy
Judge**