

IN THE HIGH COURT OF JUDICATURE AT PATNA

Letters Patent Appeal No.76 of 2021

In

Civil Writ Jurisdiction Case No.3758 of 2020

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1. Shital Shani @ Shital Sahani S/o Meghu Sahani
 2. Inder Devi @ Inar Devi W/o Lakshman Sahani @ Lakshuman Sahani
 3. Musafir Sahani @ Musfir Shahani S/o Jharilal Sahani
All resident of Village-P.O.-Aather, P.S.-Musahri, District-Muzaffarpur.

... .. Appellant/s

Versus

1. The State of Bihar through the Principal Secretary, Revenue and Land Reform Department, Government of Bihar, Patna
2. The director Land Acquisition Directorate, Revenue and Land Reform Department, Government of Bihar, Patna
3. Senior Scheme Engineer, Bihar State Bridge Construction Corporation Ltd, Work Division, Muzaffarpur
4. District Magistrate, Muzaffarpur
5. District Land Acquisition Officer, Muzaffarpur
6. Circle Officer, Musahari, Muzaffarpur

... .. Respondent/s

Appearance :

For the Appellant/s : Mr.Arbind Kumar Singh, Advocate
For the Respondent/s : Mr.Md.Khurshid Alam (AAG12)

CORAM: HONOURABLE THE CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE S. KUMAR

ORAL JUDGMENT

(Per: HONOURABLE MR. JUSTICE S. KUMAR)

(The proceedings of the Court are being conducted through Video Conferencing and the Advocates joined the proceedings through Video Conferencing from their residence.)

Date : 27-08-2021

Aggrieved by the judgment and order dated 19.02.2020 passed in C.W.J.C. No. 3758 of 2020 passed by the learned Single Judge of this Hon'ble Court, appellants have preferred this L.P.A.

Appellants had filed writ petition for payment of compensation amount of their houses situated over leased lands at enhanced rent as per valuation report submitted by District Land Acquisition Officer with interest.

Respondent authorities took possession of the lands as well as house of appellants on perpetual lease under Bihar Raiyati Land Lease Scheme, 2014 for construction of approach road to Aathar Ghat Bridge in the District of Muzaffarpur.

The grievance of the appellant is that although compensation for the land was paid but no compensation amount has been paid to the appellants for their houses situated over the land.

It is submitted on behalf of respondents that perpetual lease deed agreement was executed and registered on 05.03.2020 and in terms thereof no claim for enhancement of compensation amount after execution and registration of lease deed of agreement is permissible. The writ court dismissed the writ petition observing as follows:-

“Since the petitioners have themselves voluntarily agreed to lease out their lands on perpetual

lease on mutually agreed terms and conditions, therefore, the petitioners are not entitled to get compensation for perpetual lease more than what was mutually agreed between the two parties in the deed of agreement for lease.”

After hearing counsels for the parties and considering the materials available on records this court does not find any error or infirmity in the order passed by the learned Single Judge requiring any interference by this Court.

There is no merit in the L.P.A. and is accordingly dismissed.

(Sanjay Karol, CJ)

(S. Kumar, J)

veena/rajiv-

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