

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.18821 of 2016

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Mithila Autos Private Limited, N.H. 31, Growth Centre, Maranga, Purnea-854301 through its Managing Director Anand Roy, Son of Sri Ram Narayan Roy, Resident of Dollar House, Sipahi Tola, District - Purnea - 854301

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Industries Department.
2. The Principal Secretary, Industries Department, Government of Bihar, Patna
3. The Deputy Secretary, Industries Department, Government of Bihar, Patna
4. The Bihar Industrial Area Development Authority, Udyog Bhawan, East Gandhi Maidan, Patna through its Managing Director
5. The Managing Director, Bihar Industrial Area Development Authority, Udyog Bhawan, East Gandhi Maidan, Patna
6. The Executive Director, Bihar Industrial Area Development Authority, Udyog Bhawan, East Gandhi Maidan, Patna
7. The Executive Director, Bihar Industrial Area Development Authority, Darbhanga
8. The Acting Director, Bihar Industrial Area Development Authority, Barari, Bhagalpur - 812003
9. The Development officer, Bihar Industrial Area Development Authority, Barari, Bhagalpur - 812003

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Anjani Kumar Jha, Advocate Mr. Kanti Jha, Advocate
For the Respondent/s	:	Mr. Abbas Haidar, SC-6 Mr. Kumar Priya Ranjan, Advocate Mr. Ankur Apurv Singh, Advocate

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CORAM: HONOURABLE THE CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE PARTHA SARTHY

ORAL JUDGMENT

(Per: HONOURABLE THE CHIEF JUSTICE)

Date : 23-11-2022

Heard learned counsel for the parties.

Petitioner has prayed for the following relief(s):-



- I. For issuance of writ in nature of certiorari to quash the letter dated 08.07.2016 whereby the Petitioner has been intimated that the allotment of land bearing area 7.50 acre situated at Growth Centre, Maranga, Purnea has been cancelled by order dated 25.06.2011 and order dated 07.01.2015 issued by the Managing Director, Bihar Industrial Area Development Authority (hereinafter referred as BIADA) whereby allotment of land measuring area 2.50 acre and 5.00 acre has been cancelled respectively.
- II. For issuance of writ in nature mandamus to direct the respondents to produce the letter dated 07.01.2015 bearing memo no. 26/D thereafter may issue the writ certiorari to quash the letter dated 07.01.2015 bearing memo no. 26/D whereby land measuring area 5.00 acres situated at Growth Centre, Maranga, Purnea, allotted to the Petitioner has been cancelled, that too without hearing the petitioner and even no copy of the letter dated 07.01.2015 has been given to the petitioner.
- III. For issuance of writ in nature of certiorari to quash the letter dated 25.06.2011 bearing memo no. 357/D whereby allotment of land measuring area 2.50 acre situated at Growth Centre, Maranga, Purnea, has been cancelled, showing that same has been allotted to Cosmetic India Pvt Ltd..
- IV. For issuance of writ in nature of mandamus for commanding the respondents to transfer the above mentioned land situated at Growth Centre, Maranga, Purnea, measuring 7.50 acre to the petitioner as still industrial activity of the petitioner is running on the said plot and all consideration amount for same has been paid by the Petitioner, also all the demand for outstanding has been raised against the Petitioner by Bihar Industrial Area Development Authority.



- V. For issuance of writ in nature of certiorari to quash the order dated 13.05.2013 passed by the Principal Secretary, whereby he has affirmed the cancellation of land allotted to the Cosmetic India Pvt. Ltd. without considering the fact that the land has been allotted to the Petitioner and permission was sought for opening a cold storage on 2.5 acre land which was proposed to run by Cosmetic India Pvt. Ltd.
- AND
- VI. For any other relief/reliefs for which petitioner is entitled for.

On 12.08.2022, we had passed the following order:-

“Learned counsel for BIADA states that as on date no 3rd party right stands created.

Petitioner is ready and willing to furnish an undertaking to this Court to the effect that (a) within 60 days, petitioner will start commercial production in the Unit, should the respondents hand over possession of the premises to the petitioner, failing which petitioner shall give vacant and peaceful possession of the premises to BIADA; (b) within six months, petitioner shall make the Unit fully operational and functional in terms of the product sanctioned and allowed to be manufactured as per the original terms of allotment; (c) petitioner shall clear all the dues payable to BIADA as on date; (d) petitioner shall make itself compliant with all the statutory requirements, including the ones protecting



interest of the employees; (e) in the event of failure on the part of the petitioner to comply with the undertaking, petitioner shall hand over the vacant and peaceful possession of the premises to BIADA with liberty for further allotment to 3rd party, when petitioner shall lose all rights therein and (f) petitioner shall be liable for initiation of proceedings for contempt for having violated the undertaking furnished to the Court.

Copy of the undertaking be supplied to learned counsel for the respondents.

However, BIADA has to recall the orders passed cancelling the allotment of the premises.

Let BIADA take a call on the offer made by the petitioner.

List on 25th of August, 2022 so as to enable learned counsel for the petitioner to file an undertaking on affidavit to the aforesaid effect.

We are sure that the respondent BIADA would take a decision in the affirmative, which, in our considered view, would be in public interest as also in the interest of the State to generate economic growth as also provide employment to the people.”

Pursuant to our order dated 12.08.2022, petitioner has filed an undertaking on affidavit in the following terms:

“ a. That it is humbly submitted that the Automobile service centre is already running on the allotted land as



per allotment letter.

b. That, the Petitioner hereby undertakes to run the automobile service station with 50% of its full capacity within six months thereafter and ensure to run the automobile service station with 75% of its full capacity within one year.

c. That the Petitioner undertakes to comply with all labour laws.

d. That it is humbly submitted that Petitioner has cleared all the outstanding taking benefit of One Time Settlement Scheme for entire 7.5 acre of land allotted to the Petitioner, despite the payment has already been made, the Petitioner undertakes that if there is any legitimate dues still remain to pay, Petitioner shall pay the same on receipt of dues amount payable by him to the BIADA.

e. That also undertakes that on receipt of dues amount payable by me to the BIADA, I will pay the same to the BIADA as on date.

f. That I further undertake that in the event of my said unit not being made operational and functional by me within one year, I will hand over my allotted plot to BIADA in vacant and peaceful possession.

g. That I further undertakes that in the event of default I shall be liable for being prosecuted for having committed contempt of this Hon'ble Court.”

Learned counsel for the BIADA states that petition can be disposed of in terms of the undertaking so furnished.



The undertaking is accepted and taken on record.

Consequence of breach thereof, including initiation of proceedings for contempt having violated the undertaking furnished before this Court stands explained to the petitioner through the learned counsel.

As such, petition is disposed of in the following terms:-

(a). Undertaking of the petitioner dated 17.11.2022 (reproduced supra) is accepted and taken on record;

(b) Petitioner has been made aware of the consequences of breach thereof, including initiation of proceedings for contempt;

(c) In the event of default of the undertaking, petitioner shall hand over vacant and peaceful possession of the allotted property to BIADA within a period of two weeks;

(d) Liberty reserved to BIADA, to approach this Court, should the petitioner fail to abide by the undertaking furnished before this Court.

(e) With the payment of the entire amount due and payable by the petitioner, the respondent BIADA shall positively execute the lease within a period of two weeks thereafter.



(f) Order dated 25.06.2011 and 07.01.2015, passed by respondent no.5, namely the Managing Director, Bihar Industrial Area Development Authority, Udyog Bhawan, East Gandhi Maidan, Patna; and the order dated 13.05.2013 passed by the Principal Secretary, whereby he has affirmed the cancellation of land allotted to the Cosmetic IndiaPvt. Ltd. are quashed and set aside.

Petition stands disposed of in the aforesaid terms.

Interlocutory Application(s), if any, shall stand disposed of.

(Sanjay Karol, CJ)

(Partha Sarthy, J)

Amrendra/PKP

AFR/NAFR	
CAV DATE	
Uploading Date	24.11.2022
Transmission Date	

