

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No 7566 of 2021

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Pramod Singh Son of Sidheshwar Singh Resident of Village-Amra, P.O. Sohaipur, P.S. Mufassil, District-Gaya.

... .. Petitioner/s

Versus

1. The State of Bihar through the Collector, Gaya.
2. The Deputy Development Commissioner-Cum-Chief Executive Officer, Zila Parishad, Gaya.
3. The Executive Officer, Zila Parishad, Gaya

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr Rakesh Kumar Singh, Advocate
For the S t a t e	:	Mr Mritunjay Kumar, AC to AAG VI
For the Zila Parishad	:	N O N E

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CORAM: HONOURABLE MR JUSTICE CHAKRADHARI SHARAN SINGH
and
HONOURABLE MR JUSTICE MADHURESH PRASAD

ORAL JUDGMENT

(Per: HONOURABLE MR JUSTICE CHAKRADHARI SHARAN SINGH)

Date : 17-05-2022

Heard learned counsel for the petitioner and the respondents.

2 The petitioner has asserted in the present writ application that pursuant to an invitation for short term tender for the settlement of Imamganj Bus Stand in the district of Gaya for the financial year, 2019 – 2020, he being the highest bidder, the said Bus Stand was settled in his favour. In terms of the agreement for settlement, the petitioner had deposited a sum of Rs 17,32,500/-. For the next financial year 2020 – 2021 also, the Bus



Stand was settled in favour of the petitioner. A sum of Rs 17,33,160/- was deposited by the petitioner on 19.03.2020 (wrongly typed as 19.07.2020 in paragraph 5 of the writ petition).

3 It is the petitioner's case that soon after the said amount was deposited by the petitioner, a complete lock down was clamped in the wake of COVID – 19 Pandemic. There was no business at all at the Bus Stand because of the said lock-down. In the said background, the present writ application has been filed seeking direction to the Respondent-Zila Parishad to renew the settlement for collecting the ground rent for the next financial year, 2021 – 2022 also against the amount already deposited by the petitioner for settlement of the Bus Stand for the previous financial year 2020 – 2021. The said financial year 2021 – 2022 has also come to an end.

4 Mr Rakesh Kumar Singh, learned counsel appearing on behalf of the petitioner has relied on Section 56 of the Indian Contract Act, 1872 to contend that since it was impossible for the petitioner to run his business based on the settlement agreement for the financial year 2020 – 2021, the authorities ought to have duly considered the petitioner's case and extended the period of settlement. He has further submitted that, alternatively, the respondents may be directed to adequately compensate the



petitioner for the loss suffered by him because the settlement in his favour, for the period during which there was complete lock-down, did not yield any benefit to the petitioner.

5 Be that as it may, we are not inclined to enter into such claims as have been raised in a proceeding under Article 226 of the Constitution of India. The petitioner may be advised to pursue his remedy either before competent Civil Court or before any other alternative dispute redressal forum, as may be legally available to him in terms of the settlement agreement or otherwise.

6 This writ application stands disposed of accordingly.

(Chakradhari Sharan Singh, J)

(Madhuresh Prasad, J)

M.E.H./-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	19.05.2022
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