

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.6642 of 2021

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Mahendra Prasad @ Mahender Prasad, Son of Late Mahabir Prasad, resident of Mohalla Jhingnagar (Sangat), P.S. Bihar (Biharsharif), District Nalanda.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Department of Agriculture, Government of Bihar, Vikash Bhawan, Patna.
2. The Bihar State Agriculture Marketing Board, through its Administrator, Pant Bhawan, Bailey Road, Patna (Dissolved).
3. The Administrator, the Bihar State Agriculture Marketing Board, Pant Bhawan, Bailey Road, Patna (Dissolved).
4. The Under Secretary, Bihar State Agriculture Marketing Board, Pant Bhawan, Bailey Road, Patna.
5. The Agriculture Produce Marketing Committee, Biharsharif, Nalanda.
6. The Special Officer, Agriculture Produce Marketing Committee, Biharsharif, Nalanda cum Subdivisional Officer, Biharsharif, Nalanda.
7. The Subdivisional Officer, Biharsharif, Nalanda.
8. Abhishek Kumar Sao, Son of Sri Rajendra Prasad, resident of Village Bharao Par, Madarsa Gali, P.S. Laheri, District Nalanda at Biharsharif, Proprietor of Tirupati Trade Company, Bazar Samittee, Biharsharif, Nalanda.

... .. Respondent/s

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Appearance :

For the Petitioner : Mr.Devendra Prasad Singh, Advocate
For the State : Mr.Sarvesh Kumar Singh, AAG

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CORAM: HONOURABLE MR. JUSTICE CHAKRADHARI SHARAN SINGH
and
HONOURABLE MR. JUSTICE MADHURESH PRASAD
ORAL ORDER

(Per: HONOURABLE MR. JUSTICE CHAKRADHARI SHARAN SINGH)

5 22-03-2022 The petitioner claims in the present writ application that Shop No.11/26 was allotted in favour of his father Mahabir Prasad and one Balkisun Sao in the year 1978-79. Neither the allotment letter nor copy of any agreement between the petitioner's father and Bazar Samiti has been brought on record.



It is the petitioner's case that Respondent No.8 was working as a Manager in the shop and on his request, the petitioner had agreed to sublet the shop and accordingly an agreement was entered into between the petitioner and Respondent No.8 on 12.01.2012. In terms of the said agreement, it is the petitioner's case, Respondent No.8 was required to pay a sum of Rs.9,000/- per month to the petitioner.

It appears that the Bazar Samiti, upon noticing the conduct of the petitioner and the fact that he had sublet the shop in favour of Respondent No.8 decided to allot the shop in favour of Respondent No.8.

The petitioner in the present writ application has put to challenge a communication dated 24.08.2020 issued by the Special Officer-cum-Sub-Divisional Officer, Biharsharif, addressed to Balkisun Sao and Mahabir Prasad. The said communication refers to publication of a notice and an attempt to deposit rent of a sum of Rs.82,460/- in respect of the shop which was originally allotted to said Balkisun Sao and Mahabir Prasad.

Learned counsel for the petitioner informs this Court that said Balkisun Sao was the petitioner's uncle who is no more. The petitioner's father Mahabir Prasad is also no more.



The said communication further takes note of the fact that the shop was sublet in favour of Respondent No.8, whereafter Respondent No.8 had been paying rent right from May, 2014.

There is no averment in the writ petition as to when the said Balkisun Sao and Mahabir Prasad died, who were original allottees of the shop. In the absence of copy of letter of allotment or lease deed, the Court finds it difficult to come to a conclusion that the petitioner could claim to be allottee of the shop in question after death of the original allottee. The petitioner has not disputed the fact that right from May, 2014, it was Respondent No.8 who had been depositing the rent.

Learned counsel for the petitioner has submitted that the cancellation of allotment of shop in favour of the petitioner's father by Bazar Samiti is illegal and requires interference by this Court.

We are not inclined to entertain this writ application for more than one reason. Firstly, the petitioner has not brought on record the allotment letter. Secondly, he has not been able to make out a case that he could continue to run the shop on the basis of allotment in favour of the original allottee, even after their demise. Thirdly, there is nothing on record to demonstrate



that it was permissible even for the original allottee to sublet the shop in favour of a third party.

In the background of admitted facts, as noted above, in our opinion, this writ application lacks *bona fide* and deserves to be dismissed.

This application is, accordingly, dismissed.

(Chakradhari Sharan Singh, J)

(Madhuresh Prasad, J)

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