

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.3915 of 2022

Nilima Hospitality and Caterers Private Limited, A company registered under India Companies Act, 1956 having registered Office at Tarkeshwar Nagar Colony, Near Aara Garden Road, Jagdeo Path, Patna through its Managing Director Amrendar Kumar, aged about 42 years, Male, Son of Bharat Chaudhary, Resident of Village - Kasaundhi, Post Office - Kusaundhi, Police Station - Mirganj, District- Gopalganj.

... .. Petitioner/s

Versus

1. The State of Bihar Through the Principal Secretary, Department of Tourism and Development, Bihar, Patna.
2. The State Tourism Development Corporation Limited, A Public Sector Undertaking owned and controlled by the State of Bihar through its Managing Director, Veerchand Patel Path, Patna.
3. The Managing Director, The Bihar State Tourism Development Corporation Ltd., Patna, Veerchand Patel Path, Patna.
4. The General Manager, Bihar State Tourism and Development Corporation, Veerchand Patel Path, Patna, Bihar.
5. The Additional Managing Director, Bihar State Tourism and Development Corporation, Veerchand Patel Path, Patna, Bihar.
6. The Manager Hotel and Lease, Bihar State Tourism and Development Corporation, Veerchand Patel Path, Patna, Bihar.
7. Incharge Rope Way, Rajgir, District- Nalanda.
8. Mr. Gaurav Kumar, Incharge Rope Way, Rajgir, District- Nalanda.
9. The District Magistrate, Nalanda at Biharsharif.
10. The Superintendent of Police, Nalanda at Biharsharif.
11. The Sub- Divisional Officer, Subdivision - Rajgir, Nalanda.
12. The Station House Officer, Rajgir Police Station.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr.Satish Chandra Mishra, Adv
For the Respondent/s	:	Mr.Sita Ram Yadav (GP 16)

CORAM: HONOURABLE THE CHIEF JUSTICE
and
HONOURABLE MR. JUSTICE S. KUMAR
ORAL JUDGMENT
(Per:HONOURABLE MR. JUSTICE S. KUMAR)

Date : 11-05-2022

Heard learned counsel for the parties.

Petitioner has prayed for the following relief:-

“(i) For issuance an appropriate writ/writs in the nature of certiorari for quashing the impugned order contained in Memo No. 299/22 dated 10.02.2022 (Annexure-1) issued by Respondent No. 3 i.e. the Managing Director, the Bihar State Tourism Development Corporation Ltd., Patna, Veerchand Patel Path, Patna, whereby and whereunder the Representation of the petitioner dated 09.10.2021 (Annexure-8) given in pursuance of the order dated 05.10.2021 (Annexure-7) passed by this Hon’ble Court in petitioner’s CWJC No. 16950 of 2021 with the prayer of the petitioner for extending/resettling the lease of its Fast Food Plaza Shop situated in the area of Sky Ropeway in Rajgir tourist place in the district of Nalanda; has been rejected on non-est and unreasonable ground and without considering the case of the petitioner as the petitioner has faced complete loss of its income due to lockdown on account of corona pandemic of COVID-19 from March, 2020 to the end of the lease period and as a result of which the petitioner has faced a huge loss of money, but has deposited the entire lease rent and other dues to the Bihar State Tourism Development Corporation Limited and this writ petition is filed in pursuance of the order dated 10.02.2022 passed by this Hon’ble Court in petitioner’s writ petition bearing CWJC No. 20546 of 2021 with the remaining fact that the security deposit of the petitioner is still with the Corporation.

(ii) The concerned Respondents be directed to consider the case of the petitioner and keeping in view that fact that the shop of the petitioner has remained closed since March, 2020 up to the October, 2021 i.e. more than half of the lease period due to lockdown on account of Corona Pandemic on the decision and directive of the State Government and the Central Government as the entire commercial activity of the whole country was closed due to the aforesaid pandemic

including Tourist activities and as a result of which the income of the petitioner remained at Zero during the aforesaid period but, the concerned respondent authorities under their selective mode has chosen the petitioner and few others to stop their work and pressurizing to leave the space allotted to it, however, the petitioner is ready to resume its business to obtain some financial gain in order to compensate its workers, who have been starving either on the old conditions or on new one.”

Briefly stated, the facts of the case is that tender dated 26.04.2018 was invited by the respondent-Corporation for allotment of plot of land near ropeway at Rajgir for fast food shop and bid of petitioner was accepted and petitioner deposited licence fee as well as GST and pledged fixed deposit as security deposit to the Corporation and thereafter petitioner constructed temporary shed and allotment letter was issued by the respondent-Corporation on 12.10.2018 to start the business of fast food. Agreement was entered between the parties on 08.02.2019 for allotment of land for three years.

It is submitted on behalf of petitioner that due to imposition of national lockdown on 22.03.2020, the fast food shop was completely closed and petitioner's request for waiving the licence fee and extension of period of contract was not acceded by the respondent-corporation, as such petitioner filed a writ petition being CWJC No. 2225 of 2021 (Mahesh Yadav Vs.

State of Bihar) which was disposed of on 05.10.2021 with liberty to petitioner to approach the Managing Director for redressal of his grievances by filing a representation and the same has been rejected by the impugned order dated 10.02.2022 passed by the Managing Director as contained in Annexure-1 of present writ petition.

Learned Managing Director has rejected the claim of petitioner of waiver of licence fee during lockdown period as well as extension of lease period which expired on 11.10.2021 by order dated 10.02.2022 as impugned in this writ petition.

The learned Managing Director has held that agreement for allotment of land for running the fast food was for three years i.e. 12.10.2018 to 11.10.2021 and there was no clause of extension or renewal of lease period, as such, petitioner was directed to vacate the lease property on expiration of lease period.

It has further been stated in the order that for waiver of licence fee for the lockdown period a committee was constituted by the Corporation and as per its recommendation, amount of interest on account of late deposit of licence fee has been condoned and said benefit has been extended to all the lease holders including petitioner.

It has been further stated that as per Clause-28 of the terms and conditions of the tender, second party was at liberty to give three months notice or licence fee of three months and terminate the agreement. It has been further stated in the order that as per Clause-1 of the agreement the lease agreement is only for three years and there is no provision under the agreement for extension or renewal of lease period and accordingly, rejected the claim of petitioner for extension of lease period and waiver of licence fee for the lockdown period.

Having heard learned counsel for the petitioner and learned counsel for the Corporation, this Court is of the view that parties are bound by the terms of agreement and since lease period was of three years only and there was no provision for renewal or extension of period of lease in the agreement entered between the parties, petitioner cannot claim extension of lease period as a right and no such direction can be issued by this Court for extension of lease period as no such right has accrued in favour of petitioner in terms of agreement entered between the parties.

This Court does not find any error or infirmity in the impugned order dated 10.02.2022 passed by Managing Director, Bihar State Tourism Development Corporation, Patna,

nor finds any violation of terms and conditions either of the tender or agreement entered between the parties.

There is no merit in this writ application and is, accordingly, dismissed.

(Sanjay Karol, CJ)

(S. Kumar, J)

ranjan/-

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