

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.9046 of 2018

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Yogendra Ray Son of Late Mahavir Ray, Resident of Kadilpur, Police Station-
Mahua, District- Vaishali (Hajipur).

... .. Petitioner/s

Versus

1. The Bihar State Housing Board through the Managing Director, Bihar State Housing Board, 6 Manglas Road, Patna.
2. The Manager, Land Resources-cum-Additional Secretary, Bihar State Housing Board, Patna.
3. The Executive Engineer, Bihar State Housing Board, Patna Pramandal-1, Patna.
4. The Revenue Officer, Bihar State Housing Board, 6, Sardar Patel Path, Patna- 800015.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Ajoy Kumar Chakraborty, Advocate
For the Respondent/s	:	Mr.Anil Kumar Sinha, Advocate
For B.S.H.B.	:	Dr. Anand Kumar, Advocate

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CORAM: HONOURABLE MR. JUSTICE MOHIT KUMAR SHAH
ORAL JUDGMENT

Date : 29-08-2022

The present writ petition has been filed for directing the respondents to execute the deed of agreement of Janta Flat at Bahadurpur Housing Colony, Patna bearing Flat no. FF-211, allotted to the petitioner by the Bihar State Housing Board, Patna (hereinafter to be referred to as “the Board”), vide letter dated 29.10.1983 and consequently, deliver the possession of the said Flat to the petitioner.

2. The brief facts of the case, according to the petitioner, is that the respondent-Housing Board had issued a general notice



inviting applications from the general public for allotment of housing sites and dwellings in the month of September, 1974, whereupon the petitioner had applied for allotment of Flat. It is further submitted that in pursuance to the application submitted by the petitioner, the respondent-Housing Board had allotted a Janta Flat bearing Flat no. FF-211, vide letter dated 29.10.1983, whereby and whereunder a sum of Rs. 2,660/- was to be deposited in the account of the Housing Board within 30 days and rest of the amount, to the tune of Rs. 12,240/-, was to be deposited in 120 monthly installments of Rs. 142/- per month. It is the case of the petitioner that the petitioner had deposited a sum of Rs. 2,660/- on 23.11.1983 i.e. within time and had requested the respondent-Board to execute the agreement in question, however, the respondent- Board had not responded. It is the further case of the petitioner that after about 15 years, the respondent- Board had informed the petitioner, vide letter dated 18.12.1998, regarding execution of agreement within 15 days, whereafter the petitioner had approached the concerned Executive Engineer on 08.01.1999 but no action was taken. Subsequently, the Executive Engineer, Housing Board, vide letter dated 07.03.2002, had informed the petitioner that the price of the Flat has been revised and the balance outstanding



amount totals upto a sum of Rs. 85,966/-, which is required to be paid in 120 installments i.e. @ Rs. 1196.35 per month. The petitioner had then requested the Executive Engineer of the respondent-Board vide application dated 09.03.2004 for execution of agreement but to no avail, nonetheless, the respondent- Board had sent a letter dated 20.04.2004 to the petitioner, raising the cost of Flat to a sum of Rs. 1,19,547/-.

3. It is also contended by the Ld. Counsel for the petitioner that the respondent-Board had published a notice on 17.02.2013, in the daily newspaper “Hindustan” regarding revival of allotted flats on the basis of revised rate and such scheme was valid till 31.03.2013.

4. *Per contra*, the learned counsel for the respondent-Board has submitted that Executive Engineer, Patna Division-I of the respondent-Board had intimated the petitioner vide letter dated 20.03.2004 with regard to deposit of a sum of Rs. 2,639/- as also a sum of Rs. 95,638/- against the outstanding E.M.Is. for the purposes of execution of the registered deed, however the same was not deposited by the petitioner. Again, the Executive Engineer, Patna Division-2 of the respondent-Board had intimated the petitioner vide letter dated 30.11.2018 to pay the outstanding amount of Rs. 95,638/-, failing which, his allotment



would be cancelled, inasmuch as the petitioner had deposited only a sum of Rs. 550/- on 27.02.1978 and a sum of Rs. 2,660/- on 23.11.1983. Nonetheless, the petitioner had failed to deposit the said E.M.I. amount, hence, the allotment was cancelled, as such the agreement could not be executed in between the petitioner and the respondent-Board. It is further submitted that there is no policy of the respondent-Board, at the moment, for revival of the cancelled allotment, hence no relief can be granted to the petitioner.

5. I have heard the learned counsel for the parties and perused the materials on record, from which, it is apparent that though the allotment of the Flat in question was made to the petitioner on 29.10.1983, however, apart from depositing a meager sum of Rs. 2,660/- on 23.11.1983, the petitioner failed to deposit any monthly installments, as fixed vide the allotment letter dated 29.10.1983, as also the petitioner failed to pay the revised price of the Flat in question, which was occasioned on account of lapses on the part of the petitioner, although the respondents had sympathetically accommodated the petitioner by extending the time period for payment of the monthly installments, nonetheless the petitioner did not honor the same, resulting in cancellation of the allotment of the Flat made in his



favor. Consequently, this Court finds that the fault lies with the petitioner, who wants that the respondent- Board should execute the agreement in question and deliver possession of the Flat to the petitioner without realizing the price of the Flat in question, which is impermissible, since the same is contrary to law, apart from the fact that on account of non- payment of the monthly installments, the allotment made in favor of the petitioner has already stood cancelled, as per the provisions contained in the allotment letter itself, hence no relief can be granted to the petitioner at this juncture.

6. Having regard to the facts and circumstances of the case and for the reasons mentioned hereinabove, I do not find any merit in the present writ petition, hence, the same stands dismissed.

(Mohit Kumar Shah, J)

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AFR/NAFR	AFR
CAV DATE	NA
Uploading Date	05.09.2022
Transmission Date	NA

