

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No 15162 of 2021

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1. Krishna Kumar Yadav @ Krishna Kumar S/o Late Raj Kishor Prasad Resident of Moh- Chhota Telpa, Ward no. 37, Behind Lok Manya School, P.S.- Chapra Town, Dist.- Saran.
 2. Pankaj Kumar Son of Late Gopalji Resident of Moh- Sahebganj, Jaiswal Lane, Ward no. 26, P.S.- Chapra Town, Dist- Saran.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Urban Development Deptt, Patna.
2. The Secretary, Urban Development Deptt, Govt. of Bihar, Patna.
3. The District Magistrate, Saran at Chapra.
4. Sub Divisional Officer, Chapra Sadar Dist- Saran.
5. Nagar Commissioner, Chapra Nagar Nigam, Dist- Saran.
6. Special Officer, Chapra Nagar Nigam, Dist- Saran.

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr Binod Kumar Sinha, Advocate
For the Respondent/s : Mr Suresh Kumar, AC to GP I

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

ORAL JUDGMENT

(Per: HONOURABLE MR JUSTICE CHAKRADHARI SHARAN SINGH)

Date : 04-04-2022

Heard learned counsel for the petitioners and the respondents.

2 It is the petitioners' case that they were granted licence to use space to run one shop each over *Khanua Nala* in the year, 1999. They were permitted by the Chapra Nagar Palika to make constructions for the said purpose under the respective agreements



entered into between the Chapra Nagar Nigam and the petitioners, a copy of which has been brought on record by Annexure 1 to the writ application. On the strength of the said agreements, the petitioners constructed shops and were running them. In the present writ application, they have assailed the notices dated 11.08.2021 issued by Chapra Nagar Nigam whereby the said agreement has been cancelled.

3 Learned counsel appearing on behalf of the petitioners has submitted that the notices regarding cancellation of the agreement have been issued without allowing the petitioners any opportunity of hearing. It is further case of the petitioners that breach of the terms of agreement could have been the only ground for cancellation of the settlement in the light of Clause 15 of the said agreement.

4 We have perused the agreement and the impugned notices. The agreement does not at all specify the spaces which were allotted to the petitioners over the *Khanua Nala*. From the impugned notices, it appears that the settlement has been cancelled in order to implement an order passed by the National Green Tribunal in the case of *Veteran Forum for Transparency in Public Life -Versus- Chapra Nagar Nigam & Others*, which is not in dispute. Since the impugned notices are in the implementation of



a statutory order passed by the National Green Tribunal, which has never been assailed by the petitioners, we are not inclined to interfere with the same in the facts and circumstances of the case considering the nature of the unspecified terms of licence for use of space over the said *Nala*, that too, for a period of 10 years from 1999. Clause 2 of the agreement clearly stipulated renewal of the licence, upon making an application, six months before expiry of period of 10 years. There is nothing on record to suggest that the petitioners ever exercised their option of renewal of the licence.

5 In such view of the matter, we do not find any reason to interfere with the impugned action. This application is, accordingly, dismissed.

(Chakradhari Sharan Singh, J)

(Madhuresh Prasad, J)

M.E.H./-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	13.04.2022
Transmission Date	NA

